

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICEⁱ**

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga (collectively, “Plaintiffs”) and Defendant Infiniti Health, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Maria Jaimes, et al. v. Infiniti Health, LLC*, Los Angeles County Superior Court Case No. 22STCV07261, initiated on February 28, 2022, amended on November 30, 2022, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means individuals who were employed by Defendant on an hourly non-exempt basis from March 4, 2021, until the date of preliminary approval.
- 1.5. “Class” means individuals who were employed by Defendant on an hourly non-exempt basis from September 3, 2017, until the date of preliminary approval.
- 1.6. “Class Counsel” means Justin Marquez, Benjamin Haber, and Arrash T. Fattahi of Wilshire Law Firm, PLC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1 1.8. “Class Data” means Class Member identifying information in Defendant’s possession
2 including the Class Member’s name, last-known mailing address, Social Security
3 number, and number of Class Period Workweeks and PAGA Pay Periods.
- 4 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as
5 either a Participating Class Member or Non-Participating Class Member (including a
6 Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 7 1.10. “Class Member Address Search” means the Administrator’s investigation and search
8 for current Class Member mailing addresses using all reasonably available sources,
9 methods and means including, but not limited to, the National Change of Address
10 database, skip traces, and direct contact by the Administrator with Class Members.
- 11 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
12 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
13 mailed to Class Members in English with a Spanish translation in the form, without
14 material variation, attached as Exhibit A and incorporated by reference into this
15 Agreement.
- 16 1.12. “Class Period” means the period from September 3, 2017, to the date of preliminary
17 approval.
- 18 1.13. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the
19 Action seeking Court approval to serve as Class Representatives.
- 20 1.14. “Class Representatives’ Service Payments” means the payments to the Class
21 Representatives for initiating the Action and providing services in support of the
22 Action.
- 23 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 24 1.16. “Defendant” means named Defendant Infiniti Health, LLC.
- 25 1.17. “Defense Counsel” means Alecia W. Winfield and Krystal Saleh of Littler
26 Mendelson, P.C.
- 27 1.18. “Effective Date” means thirty (30) days after the date when both of the following
28 have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval

1 of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest
2 of the following occurrences: (a) if no Participating Class Member objects to the
3 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class
4 Members objects to the Settlement, the day after the deadline for filing a notice of
5 appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day
6 after the appellate court affirms the Judgment and issues a remittitur.

7 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

8 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final
9 Approval of the Settlement.

10 1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final
11 Approval of the Settlement.

12 1.22. "Gross Settlement Amount" means One Million One Hundred Thousand Dollars
13 (\$1,100,000.00), which is the total amount Defendant agrees to pay under the
14 Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount
15 will be used to pay Individual Class Payments, Individual PAGA Payments (as
16 defined in paragraph 1.34), the LWDA PAGA Payment, Class Counsel Fees, Class
17 Counsel Expenses, Class Representatives' Service Payments, and the Administrator's
18 Expenses.

19 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of
20 the Net Settlement Amount calculated according to the number of Workweeks
21 worked during the Class Period.

22 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25%
23 of the PAGA Penalties calculated according to the number of Workweeks worked
24 during the PAGA Period.

25 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

26 1.26. "LWDA" means the California Labor and Workforce Development Agency, the
27 agency entitled, under Labor Code section 2699, subd. (i).
28

- 1 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
2 under Labor Code section 2699, subd. (i).
- 3 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
4 payments in the amounts approved by the Court: Individual PAGA Payments, the
5 LWDA PAGA Payment, the Class Representatives’ Service Payments, Class Counsel
6 Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration
7 Expenses Payment. The remainder is to be paid to Participating Class Members as
8 Individual Class Payments.
- 9 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
10 Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 11 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
12 worked for Defendant for at least one day during the PAGA Period.
- 13 1.31. “PAGA Period” means the period from March 4, 2021, to the date of preliminary
14 approval.
- 15 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 16 1.33. “PAGA Notice” means Plaintiff Jaimes and Plaintiff Ordaz’s March 4, 2022 letter to
17 Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3,
18 subd.(a).
- 19 1.34. “PAGA Penalties” in the amount of \$50,000.00 to be paid from the Gross Settlement
20 Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) and the 75% to
21 LWDA (\$37,500.00) in settlement of PAGA claims.
- 22 1.35. “Participating Class Member” means a Class Member who does not submit a valid
23 and timely Request for Exclusion from the Settlement.
- 24 1.36. “Plaintiffs” means Maria Jaimes, Virginia Ordaz, and Sadie Diazbarriga, the named
25 plaintiffs in the Action.
- 26 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of
27 the Settlement.
- 28

- 1 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary
2 Approval and Approval of PAGA Settlement.
- 3 1.39. "Released Class Claims" means the claims being released as described in
4 Paragraph 5.2 below.
- 5 1.40. "Released PAGA Claims" means the claims being released as described in
6 Paragraph 5.3 below.
- 7 1.41. "Released Parties" means: Infiniti Health, LLC, and any of their present, former, and
8 future direct or indirect parent companies, present owners, former owners, future
9 owners, subsidiaries, predecessors, successors and affiliates, as well as each of its
10 past, present and future shareholders, officers, directors, members, employees,
11 partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any
12 individual or entity which could be jointly liable with Defendant or any of them.
- 13 1.42. "Request for Exclusion" means a Class Member's submission of a written request to
14 be excluded from the Class Settlement signed by the Class Member.
- 15 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class
16 Members and Aggrieved Employees, and shall be the last date on which Class
17 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or
18 (b) fax, email, or mail his or her Objection to the Settlement. Class Members to
19 whom Notice Packets are resent after having been returned undeliverable to the
20 Administrator shall have an additional 14 calendar days beyond the Response
21 Deadline has expired.
- 22 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the
23 Judgment.
- 24 1.45. "Workweek" means any week during which a Class Member worked for Defendant
25 for at least one day, during the Class Period.

26 **2. RECITALS.**

- 27 1. On or about February 28, 2022, Plaintiff Jaimes and Plaintiff Ordaz filed a class action
28

1 complaint in the Superior Court of California for the County of Los Angeles, Case No.
2 22STCV07261, on behalf of all current and former hourly-paid and non-exempt
3 employees of Infiniti Health, LLC and Does 1 through 10 in California. On May 26,
4 2022, Plaintiff Jaimes and Plaintiff Ordaz filed a representative action seeking civil
5 penalties pursuant to the PAGA in the Superior Court of California for the County of
6 Los Angeles, Case No. 22VECV00713. On November 30, 2022, Plaintiff Jaimes and
7 Plaintiff Ordaz filed a First Amended Class & Representative Action Complaint,
8 which: 1) added an additional class representative (Plaintiff Sadie Diazbarriga); 2)
9 added the cause of action alleged in the separately-filed PAGA Action; and 3) included
10 a claim for an alleged violation of Labor Code Section 248, *et seq.*, for failure to pay
11 and provide California paid sick leave, COVID-19 paid sick leave, and COVID-19
12 supplemental paid sick leave (the “Operative Complaint”). Defendant denies the
13 allegations in the complaint, denies any failure to comply with the laws identified in in
14 the complaints and denies any and all liability for the causes of action alleged.

- 15 2.1. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Jaimes and Plaintiff Ordaz
16 gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 17 2.2. On July 12, 2022, the Parties participated in an all-day mediation presided over by
18 Steve Serratore, Esq., which led to this Agreement to settle the Action.
- 19 2.3. Prior to mediation, Plaintiffs obtained, through informal discovery, Plaintiffs’
20 personnel files, employee handbooks and policies, an aggrieved employee and class
21 member list, as well as class member and aggrieved employee time and pay data.
22 Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth
23 in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v.*
24 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 25 2.4. The Court has not granted class certification.
- 26 2.5. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
27 any other pending matter or action asserting claims that will be extinguished or
28 affected by the Settlement.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
3 Defendant promises to pay One Million One Hundred Thousand Dollars
4 (\$1,100,000.00), and no more as the Gross Settlement Amount and to separately pay
5 any and all employer payroll taxes owed on the Wage Portions of the Individual Class
6 Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any
7 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
8 Administrator will disburse the entire Gross Settlement Amount without asking or
9 requiring Participating Class Members or Aggrieved Employees to submit any claim
10 as a condition of payment. None of the Gross Settlement Amount will revert to
11 Defendant.

12 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
13 deduct the following payments from the Gross Settlement Amount, in the amounts
14 specified by the Court in the Final Approval:

15 3.2.1. To Plaintiffs: Class Representative Service Payments of not more than Ten
16 Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiff Jaimes and
17 Plaintiff Ordaz, and a Class Representative Service Payment of not more than
18 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Class
19 Plaintiff Barriga (in addition to any Individual Class Payment [and any
20 Individual PAGA Payment] the Class Representatives are entitled to receive
21 as Participating Class Members). Defendant will not oppose Plaintiffs'
22 request for the Class Representatives' Service Payments that do not exceed
23 these amounts. As part of the motion for Class Counsel Fees Payment and
24 Class Litigation Expenses Payment, Plaintiffs will seek Court approval for
25 any Service Payments no later than 16 court days prior to the Final Approval
26 Hearing. If the Court approves a Class Representative Service Payment less
27 than the amounts requested, the Administrator will retain the remainder in the
28 Net Settlement Amount. The Administrator will pay the Class

1 Representatives' Service Payments using IRS Form 1099. Plaintiffs assume
2 full responsibility and liability for employee taxes owed on the Service
3 Payments.

4 3.2.2. To Class Counsel: Class Counsel shall seek and Defendant will not oppose
5 attorneys' fees not to exceed thirty-three point thirty three percent (33.33%) of
6 the Gross Settlement Amount, plus reasonable costs/expenses not to exceed
7 Twenty-Five Thousand Dollars (\$25,000), subject to approval by the Court.
8 Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and
9 Costs Payment and Class Litigation Expenses Payment no later than 16 court
10 days prior to the Final Approval Hearing. If the Court approves a Class
11 Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment
12 less than the amounts requested, the Administrator will allocate the remainder
13 to the Net Settlement Amount. Released Parties shall have no liability to
14 Class Counsel or any other Plaintiffs' Counsel arising from any claim to any
15 portion any Class Counsel Fee Payment and/or Class Counsel Litigation
16 Expenses Payment. The Administrator will pay the Class Counsel Fees
17 Payment and Class Counsel Expenses Payment using one or more IRS 1099
18 Forms. Class Counsel assumes full responsibility and liability for taxes owed
19 on the Class Counsel Fees Payment and the Class Counsel Litigation
20 Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
21 from any dispute or controversy regarding any division or sharing of any of
22 these Payments.

23 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
24 Twenty Thousand Dollars and Zero Cents (\$20,000.00), except for a showing
25 of good cause and as approved by the Court. To the extent the Administration
26 Expenses are less or the Court approves payment less than \$20,000.00 the
27 Administrator will retain the remainder in the Net Settlement Amount.
28

1 3.2.4. To Each Participating Class Member: An Individual Class Payment
2 calculated by (a) dividing the Net Settlement Amount by the total number of
3 Workweeks worked by all Participating Class Members during the Class
4 Period and (b) multiplying the result by each Participating Class Member’s
5 Workweeks.

6 3.2.4.1. Tax Allocation of Individual Class Payments. Ten Percent (10%) of
7 each Participating Class Member’s Individual Class Payment will be
8 allocated to settlement of wage claims (the “Wage Portion”). The
9 Wage Portions are subject to tax withholding and will be reported on
10 an IRS W-2 Form. The Ninety Percent (90%) of each Participating
11 Class Member’s Individual Class Payment will be allocated to
12 settlement of claims for interest and penalties (the “Non-Wage
13 Portion”). The Non-Wage Portions are not subject to wage
14 withholdings and will be reported on IRS 1099 Forms. Participating
15 Class Members assume full responsibility and liability for any
16 employee taxes owed on their Individual Class Payment.

17 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
18 Individual Class Payments. Non-Participating Class Members will not
19 receive any Individual Class Payments. The Administrator will retain
20 amounts equal to their Individual Class Payments in the Net
21 Settlement Amount for distribution to Participating Class Members on
22 a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
24 \$50,000.00 to be paid from the Gross Settlement Amount, with 75%
25 (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00)
26 allocated to the Individual PAGA Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by
28 (a) dividing the amount of the Aggrieved Employees’ 25% share of

1 PAGA Penalties (\$12,500.00) by the total number of PAGA Period
2 Pay Periods worked by all Aggrieved Employees during the PAGA
3 Period and (b) multiplying the result by each Aggrieved Employee's
4 PAGA Period Pay Periods. Aggrieved Employees assume full
5 responsibility and liability for any taxes owed on their Individual
6 PAGA Payment.

7 3.2.5.2.If the Court approves PAGA Penalties of less than the amount
8 requested, the Administrator will allocate the remainder to the Net
9 Settlement Amount. The Administrator will report the Individual
10 PAGA Payments on IRS 1099 Forms.

11 **4. SETTLEMENT FUNDING AND PAYMENTS.**

12 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
13 records to date, Defendant estimates there are 2,678 Class Members who collectively
14 worked a total of 56,089 Workweeks through May 20, 2022, and 2,678 Aggrieved
15 Employees who worked a total 31,216 PAGA Pay Periods through May 20, 2022.

16 4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary
17 Approval of the Settlement, Defendant will simultaneously deliver the Class Data to
18 the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class
19 Members' privacy rights, the Administrator must maintain the Class Data in
20 confidence, use the Class Data only for purposes of this Settlement and for no other
21 purpose, and restrict access to the Class Data to Administrator employees who need
22 access to the Class Data to effect and perform under this Agreement. Defendant has a
23 continuing duty to immediately notify Class Counsel if it discovers that the Class
24 Data omitted class member identifying information and to provide corrected or
25 updated Class Data as soon as reasonably feasible. Without any extension of the
26 deadline by which Defendant must send the Class Data to the Administrator, the
27 Parties and their counsel will expeditiously use best efforts, in good faith, to
28 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

1 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
2 Settlement Amount, and also fund the amounts necessary to fully pay Defendant’s
3 share of payroll taxes, by transmitting the funds to the Administrator no later than the
4 Effective Date.

5 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after
6 Defendant funds the Gross Settlement Amount, the Administrator will mail checks
7 for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA
8 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,
9 the Class Counsel Litigation Expenses Payment, and the Class Representatives’
10 Service Payments. Disbursement of the Class Counsel Fees Payment, the Class
11 Counsel Litigation Expenses Payment and the Class Representatives’ Service
12 Payments shall not precede disbursement of Individual Class Payments and
13 Individual PAGA Payments.

14 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
15 Individual PAGA Payments and send them to the Class Members via First
16 Class U.S. Mail, postage prepaid. The face of each check shall prominently
17 state the date (not less than 180 days after the date of mailing) when the check
18 will be voided. The Administrator will cancel all checks not cashed by the
19 void date. The Administrator will send checks for Individual Settlement
20 Payments to all Participating Class Members (including those for whom Class
21 Notice was returned undelivered). The Administrator will send checks for
22 Individual PAGA Payments to all Aggrieved Employees including Non-
23 Participating Class Members who qualify as Aggrieved Employees (including
24 those for whom Class Notice was returned undelivered). The Administrator
25 may send Participating Class Members a single check combining the
26 Individual Class Payment and the Individual PAGA Payment. Before mailing
27 any checks, the Settlement Administrator must update the recipients’ mailing
28 addresses using the National Change of Address Database.

1 4.4.2. The Administrator must conduct a Class Member Address Search for all other
2 Class Members whose checks are returned undelivered without USPS
3 forwarding address. Within seven (7) days of receiving a returned check the
4 Administrator must re-mail checks to the USPS forwarding address provided
5 or to an address ascertained through the Class Member Address Search. The
6 Administrator need not take further steps to deliver checks to Class Members
7 whose re-mailed checks are returned as undelivered. The Administrator shall
8 promptly send a replacement check to any Class Member whose original
9 check was lost or misplaced, requested by the Class Member prior to the void
10 date.

11 4.4.3. For any Class Member whose Individual Class Payment check or Individual
12 PAGA Payment check is uncashed and cancelled after the void date, the
13 Administrator shall transmit the uncashed checks to the State of California's
14 State Controller Unclaimed Property Fund, in the name of the individuals
15 whose checks are cancelled, in the appropriate amounts for each such
16 individual. Settlement Class Members whose Individual Settlement Payment
17 checks are uncashed shall, nevertheless, be bound to the Class Settlement, and
18 PAGA Employees whose Individual PAGA Payment checks are uncashed
19 shall, nevertheless, be bound to the PAGA Settlement.

20 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
21 shall not obligate Defendant to confer any additional benefits or make any
22 additional payments to Class Members (such as 401(k) contributions or
23 bonuses) beyond those specified in this Agreement.

24 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
25 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of
26 the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release
27 claims against all Released Parties as follows:
28

1 5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
2 representatives, agents, attorneys, heirs, administrators, successors, and assigns
3 generally, release and discharge Released Parties from all claims, transactions, or
4 occurrences that occurred during the Class Period, including, but not limited to: (a)
5 all claims that were, or reasonably could have been, alleged, based on the facts
6 contained, in the Operative Complaint; and (b) all PAGA claims that were, or
7 reasonably could have been, alleged based on facts contained in the Operative
8 Complaint, Plaintiff Jaimes and Plaintiff Ordaz's PAGA Notice, or ascertained during
9 the Action and released under 5.2, below ("Plaintiffs' Release"). Plaintiffs' Release
10 does not extend to any claims or actions to enforce this Agreement, or to any claims
11 for vested benefits, unemployment benefits, disability benefits, social security
12 benefits, workers' compensation benefits that arose at any time, or based on
13 occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
14 discover facts or law different from, or in addition to, the facts or law that Plaintiffs
15 now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall
16 be and remain effective in all respects, notwithstanding such different or additional
17 facts or Plaintiffs' discovery of them.

18 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
19 purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the
20 provisions, rights, and benefits, if any, of section 1542 of the California Civil
21 Code, which reads:

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

26 5.2. Release by Class Members: Each Class Member, on behalf of themselves and their
27 respective former and present representatives, agents, attorneys, heirs, administrators,
28 successors, and assigns, who does not opt out of the Settlement shall be deemed to

1 release the Released Parties from any and all claims, known or unknown that: were
2 asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs'
3 letters to the LWDA (including any subsequently amended complaints or letters);
4 and/or any and all claims, known or unknown, that were asserted based on any or all
5 the factual allegations in all of the complaints in the Action and/or any of Plaintiffs'
6 letters to the LWDA (including any subsequently amended complaints or letters).
7 This includes but is not limited to claims for or related to: pay for all hours
8 worked/compensation due for services; failure to pay minimum wages; failure to pay
9 overtime wages; off-the-clock work; calculation of the regular rate of pay for meal
10 and rest period premium payments, meal periods; rest periods; wage statements;
11 payment of wages at termination; maintain and provide accurate and complete
12 records; failure to reimburse for necessary business expenses; sick pay; COVID-19
13 paid sick; California paid sick; training pay; bonus pay, unfair competition related to
14 any or all of the foregoing; any unpaid wages or compensation related to any or all of
15 the foregoing, which are based on the facts alleged in the Action; restitution related to
16 any or all of the foregoing which are based on the facts alleged in the Action; and any
17 penalties, including statutory or civil penalties, related to any or all of the foregoing.
18 This release includes any and all claims pursuant to: California Labor Code sections
19 §§ 200, et seq., 201, 202, 203, 204, 226, 226.7, 248, et. seq., 510, 512, 1194, 1194.2,
20 1197, 1198, 1198.5 and 2802; the Fair Labor Standards Act; the California Business
21 & Professions Code § 17200; and the California Industrial Welfare Commission
22 Wage Orders 7-01. The release shall run through the date the court grants preliminary
23 approval of the settlement.

24 5.3. Release by Aggrieved Employees: Each PAGA Representative Action Member, on
25 behalf of themselves and their respective former and present representatives, agents,
26 attorneys, heirs, administrators, successors, and assigns, irrespective of whether he or
27 she opts out of the Settlement, shall be deemed to release the Released Parties from
28 all any and all claims, known or unknown, for civil penalties under California Labor

1 Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all of the
2 complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any
3 subsequently amended complaints or letters); and/or any and all claims, known or
4 unknown, that were asserted based on any or all the factual allegations in any and/or
5 all of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA
6 (including any subsequently amended complaints or letters). This release includes,
7 but is not limited to, claims for PAGA civil penalties premised on: California Labor
8 Code sections 201, 202, 203, 204, 226, 226.7, 248, *et. seq.*, 510, 512, 1194, 1194.2,
9 1197, 1198, 1198.5 and 2802; pay for all hours worked/compensation due for
10 services; failure to pay minimum wages; failure to pay overtime wages; off-the-clock
11 work; calculation of the regular rate of pay for meal and rest period premium
12 payments, meal periods; rest periods; wage statements; payment of wages at
13 termination; maintain and provide accurate and complete records; failure to reimburse
14 for necessary business expenses; sick pay; COVID-19 paid sick; California paid sick;
15 training pay; bonus pay; any unpaid wages or compensation related to any or all of
16 the foregoing, which are based on the facts alleged in the Action. The release shall
17 run through the date the court grants preliminary approval of the settlement.

18 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
19 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies
20 with the Court’s current checklist for Preliminary Approvals.

21 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within fourteen (14)
22 days of the full execution of this Agreement, Defendant will prepare and deliver to
23 Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing
24 all facts relevant to any actual or potential conflicts of interest with the Administrator.
25 In their Declarations, Defense Counsel and Defendant shall aver that they are not
26 aware of any other pending matter or action asserting claims that will be extinguished
27 or adversely affected by the Settlement.
28

1 6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
2 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
3 notice, and memorandum in support, of the Motion for Preliminary Approval that
4 includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval
5 of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft
6 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement;
7 (iii) a draft proposed Class Notice; (iv) signed declarations from Plaintiffs confirming
8 willingness and competency to serve and disclosing all facts relevant to any actual or
9 potential conflicts of interest with Class Members and/or the Administrator; (v) a
10 signed declaration from each Class Counsel firm attesting to its competency to
11 represent the Class Members; its timely transmission to the LWDA of all necessary
12 PAGA documents (initial notice of violations [Labor Code section 2699.3, subd. (a)],
13 Operative Complaint [Labor Code section 2699, subd. (l)(1)], this Agreement [Labor
14 Code section 2699, subd. (l)(2)]; (vi) a redlined version of the Parties' Agreement
15 showing all modifications made to the Model Agreement ready for filing with the
16 Court; and (vii) all facts relevant to any actual or potential conflict of interest with
17 Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class
18 Counsel Declaration shall aver that they are not aware of any other pending matter or
19 action asserting claims that will be extinguished or adversely affected by the
20 Settlement.

21 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
22 responsible for expeditiously finalizing and filing the Motion for Preliminary
23 Approval no later than thirty (30) days after the full execution of this Agreement;
24 obtaining a prompt hearing date for the Motion for Preliminary Approval; and for
25 appearing in Court to advocate in favor of the Motion for Preliminary Approval.
26 Class Counsel is responsible for delivering the Court's Preliminary Approval to the
27 Administrator.
28

1 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
2 Preliminary Approval and/or the supporting declarations and documents, Class
3 Counsel and Defense Counsel will expeditiously work together on behalf of the
4 Parties by meeting in person or by telephone, and in good faith, to resolve the
5 disagreement. If the Court does not grant Preliminary Approval or conditions
6 Preliminary Approval on any material change to this Agreement, Class Counsel and
7 Defense Counsel will expeditiously work together on behalf of the Parties by meeting
8 in person or by telephone, and in good faith, to modify the Agreement and otherwise
9 satisfy the Court’s concerns.

10 **7. SETTLEMENT ADMINISTRATION.**

11 7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to
12 serve as the Administrator and verified that, as a condition of appointment, CPT
13 Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all
14 duties specified in this Agreement in exchange for payment of Administration
15 Expenses. The Parties and their Counsel represent that they have no interest or
16 relationship, financial or otherwise, with the Administrator other than a professional
17 relationship arising out of prior experiences administering settlements.

18 7.2. Employer Identification Number. The Administrator shall have and use its own
19 Employer Identification Number for purposes of calculating payroll tax withholdings
20 and providing reports state and federal tax authorities.

21 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
22 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
23 Regulation section 468B-1.

24 7.4. Notice to Class Members.

25 7.4.1. No later than three (3) business days after receipt of the Class Data, the
26 Administrator shall notify Class Counsel that the list has been received and
27 state the number of Class Members, PAGA Members, Workweeks, and Pay
28 Periods in the Class Data.

1 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
2 days after receiving the Class Data, the Administrator will send to all Class
3 Members identified in the Class Data, via first-class United States Postal
4 Service (“USPS”) mail, the Class Notice (with Spanish translation),
5 substantially in the form attached to this Agreement as **Exhibit A**. The first
6 page of the Class Notice shall prominently estimate the dollar amounts of any
7 Individual Class Payment and/or Individual PAGA Payment payable to the
8 Class Member, and the number of Workweeks and PAGA Pay Periods (if
9 applicable) used to calculate these amounts. Before mailing Class Notices,
10 the Administrator shall update Class Member addresses using the National
11 Change of Address database.

12 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class
13 Notice returned by the USPS as undelivered, the Administrator shall re-mail
14 the Class Notice using any forwarding address provided by the USPS. If the
15 USPS does not provide a forwarding address, the Administrator shall conduct
16 a Class Member Address Search, and re-mail the Class Notice to the most
17 current address obtained. The Administrator has no obligation to make further
18 attempts to locate or send Class Notice to Class Members whose Class Notice
19 is returned by the USPS a second time.

20 7.4.4. The deadlines for Class Members’ written objections, Challenges to
21 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended
22 an additional 14 days beyond the 60 days otherwise provided in the Class
23 Notice for all Class Members whose notice is re-mailed. The Administrator
24 will inform the Class Member of the extended deadline with the re-mailed
25 Class Notice.

26 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
27 discovers any persons who believe they should have been included in the
28 Class Data and should have received Class Notice, the Parties will

1 expeditiously meet and confer in person or by telephone, and in good faith, in
2 an effort to agree on whether to include them as Class Members. If the Parties
3 agree, such persons will be Class Members entitled to the same rights as other
4 Class Members, and the Administrator will send, via email or overnight
5 delivery, a Class Notice requiring them to exercise options under this
6 Agreement not later than 14 days after receipt of Class Notice, or the deadline
7 dates in the Class Notice, which ever are later.

8 7.5. Requests for Exclusion (Opt-Outs).

9 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
10 Settlement must send the Administrator, by fax, email, or mail, a signed
11 written Request for Exclusion not later than 60 days after the Administrator
12 mails the Class Notice (plus an additional 14 days for Class Members whose
13 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
14 Member or his/her representative that reasonably communicates the Class
15 Member's election to be excluded from the Settlement and includes the Class
16 Member's name, address and email address or telephone number. To be
17 valid, a Request for Exclusion must be timely faxed, emailed, or postmarked
18 by the Response Deadline.

19 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because
20 it fails to contain all the information specified in the Class Notice. The
21 Administrator shall accept any Request for Exclusion as valid if the
22 Administrator can reasonably ascertain the identity of the person as a Class
23 Member and the Class Member's desire to be excluded. The Administrator's
24 determination shall be final and not appealable or otherwise susceptible to
25 challenge. If the Administrator has reason to question the authenticity of a
26 Request for Exclusion, the Administrator may demand additional proof of the
27 Class Member's identity. The Administrator's determination of authenticity
28 shall be final and not appealable or otherwise susceptible to challenge.

1 7.5.3. Every Class Member who does not submit a timely and valid Request for
2 Exclusion is deemed to be a Participating Class Member under this
3 Agreement, entitled to all benefits and bound by all terms and conditions of
4 the Settlement, including the Participating Class Members' Releases under
5 Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the
6 Participating Class Member actually receives the Class Notice or objects to
7 the Settlement.

8 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
9 a Non-Participating Class Member and shall not receive an Individual Class
10 Payment or have the right to object to the class action components of the
11 Settlement. Because future PAGA claims are subject to claim preclusion
12 upon entry of the Judgment, Non-Participating Class Members who are
13 Aggrieved Employees are deemed to release the claims identified in
14 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA
15 Payment.

16 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
17 after the Administrator mails the Class Notice (plus an additional 14 days for Class
18 Members whose Class Notice is re-mailed) to challenge the number of Class
19 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
20 Class Notice. The Class Member may challenge the allocation by communicating
21 with the Administrator via fax, email or mail. The Administrator must encourage the
22 challenging Class Member to submit supporting documentation. In the absence of
23 any contrary documentation, the Administrator is entitled to presume that the
24 Workweeks contained in the Class Notice are correct so long as they are consistent
25 with the Class Data. The Administrator's determination of each Class Member's
26 allocation of Workweeks and/or Pay Periods shall be final and not appealable or
27 otherwise susceptible to challenge. The Administrator shall promptly provide copies
28

1 of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel
2 and Class Counsel and the Administrator's determination the challenges.

3 7.7. Objections to Settlement.

4 7.7.1. Only Participating Class Members may object to the class action components
5 of the Settlement and/or this Agreement, including contesting the fairness of
6 the Settlement, and/or amounts requested for the Class Counsel Fees Payment,
7 Class Counsel Litigation Expenses Payment and/or the Class Representatives'
8 Service Payments.

9 7.7.2. Participating Class Members may send written objections to the
10 Administrator, by fax, email, or mail. In the alternative, Participating Class
11 Members may appear in Court (or hire an attorney to appear in Court) to
12 present verbal objections at the Final Approval Hearing. A Participating Class
13 Member who elects to send a written objection to the Administrator must do
14 so not later than 60 days after the Administrator's mailing of the Class Notice
15 (plus an additional 14 days for Class Members whose Class Notice was re-
16 mailed).

17 7.7.3. Non-Participating Class Members have no right to object to any of the class
18 action components of the Settlement.

19 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
20 be performed or observed by the Administrator contained in this Agreement or
21 otherwise.

22 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will
23 establish and maintain and use an internet website to post information of
24 interest to Class Members including the date, time and location for the Final
25 Approval Hearing and copies of the Settlement Agreement, Motion for
26 Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion
27 for Final Approval, the Motion for Class Counsel Fees Payment, Class
28 Counsel Litigation Expenses Payment and the Class Representatives' Service

1 Payments, the Final Approval and the Judgment. The Administrator will also
2 maintain and monitor an email address and a toll-free telephone number to
3 receive Class Member calls, faxes and emails.

4 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
5 promptly review on a rolling basis Requests for Exclusion to ascertain their
6 validity. Not later than 5 days after the expiration of the deadline for
7 submitting Requests for Exclusion, the Administrator shall email a list to
8 Class Counsel and Defense Counsel containing (a) the names and other
9 identifying information of Class Members who have timely submitted valid
10 Requests for Exclusion (“Exclusion List”); (b) the names and other identifying
11 information of Class Members who have submitted invalid Requests for
12 Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
13 (whether valid or invalid).

14 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
15 reports to Class Counsel and Defense Counsel that, among other things, tally
16 the number of: Class Notices mailed or re-mailed, Class Notices returned
17 undelivered, Requests for Exclusion (whether valid or invalid) received,
18 objections received, challenges to Workweeks and/or Pay Periods received
19 and/or resolved, and checks mailed for Individual Class Payments and
20 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
21 include provide the Administrator’s assessment of the validity of Requests for
22 Exclusion and attach copies of all Requests for Exclusion and objections
23 received.

24 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the
25 authority to address and make final decisions consistent with the terms of this
26 Agreement on all Class Member challenges over the calculation of
27 Workweeks and/or Pay Periods. The Administrator’s decision shall be final
28 and not appealable or otherwise susceptible to challenge.

1 7.8.5. Administrator's Declaration. Not later than 14 days before the date by which
2 Plaintiffs are required to file the Motion for Final Approval of the Settlement,
3 the Administrator will provide to Class Counsel and Defense Counsel, a
4 signed declaration suitable for filing in Court attesting to its due diligence and
5 compliance with all of its obligations under this Agreement, including, but not
6 limited to, its mailing of Class Notice, the Class Notices returned as
7 undelivered, the re-mailing of Class Notices, attempts to locate Class
8 Members, the total number of Requests for Exclusion from Settlement it
9 received (both valid or invalid), the number of written objections and attach
10 the Exclusion List. The Administrator will supplement its declaration as
11 needed or requested by the Parties and/or the Court. Class Counsel is
12 responsible for filing the Administrator's declaration(s) in Court.

13 7.8.6. Final Report by Settlement Administrator. Within 10 days after the
14 Administrator disburses all funds in the Gross Settlement Amount, the
15 Administrator will provide Class Counsel and Defense Counsel with a final
16 report detailing its disbursements by employee identification number only of
17 all payments made under this Agreement. At least 15 days before any
18 deadline set by the Court, the Administrator will prepare, and submit to Class
19 Counsel and Defense Counsel, a signed declaration suitable for filing in Court
20 attesting to its disbursement of all payments required under this Agreement.
21 Class Counsel is responsible for filing the Administrator's declaration in
22 Court.

23 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records,
24 Defendant estimates that, as of May 20, 2022, (1) there are 2,678 Class Members and 56,089
25 Total Workweeks through May 20, 2022, and (2) there were 2,678 Aggrieved Employees
26 who worked 31,216 Pay Periods through May 20, 2022. If it is determined that the actual
27 Total Workweeks through May 20, 2022 exceeds 56,089 by more than ten percent (10%),
28 then Defendant shall have the option of either (a) closing the release period on the date the

1 Class Members reach the ten percent (10%) threshold, or (b) increasing the Gross
2 Settlement Amount on a proportional basis by the same number of percentage points above
3 ten percent (10%) (i.e., a twelve percent (12%) difference shall require an additional 2%
4 increase of the Gross Settlement Amount).

5 **9. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for
6 Exclusion identified in the Exclusion List exceeds ten (10) percent of the total of all Class
7 Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The
8 Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no
9 force or effect whatsoever, and that neither Party will have any further obligation to perform
10 under this Agreement; provided, however, Defendant will remain responsible for paying all
11 Settlement Administration Expenses incurred to that point. Defendant must notify Class
12 Counsel and the Court of its election to withdraw not later than ten (10) days after the
13 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
14 effect.

15 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
16 Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the
17 Settlement that includes a request for approval of the PAGA settlement under Labor Code
18 section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
19 (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these
20 documents to Defense Counsel not later than seven days prior to filing the Motion for Final
21 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person
22 or by telephone, and in good faith, to resolve any disagreements concerning the Motion for
23 Final Approval.

24 10.1. Response to Objections. Each Party retains the right to respond to any objection
25 raised by a Participating Class Member, including the right to file responsive
26 documents in Court no later than five court days prior to the Final Approval Hearing,
27 or as otherwise ordered or accepted by the Court.
28

1 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the
3 scope of release to be granted by Class Members), the Parties will expeditiously work
4 together in good faith to address the Court's concerns by revising the Agreement as
5 necessary to obtain Final Approval. The Court's decision to award less than the
6 amounts requested for the Class Representatives' Service Payments, Class Counsel
7 Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator
8 Expenses Payment shall not constitute a material modification to the Agreement
9 within the meaning of this paragraph.

10 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
11 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely
12 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
13 settlement administration matters, and (iii) addressing such post-Judgment matters as
14 are permitted by law.

15 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
16 conditions of this Agreement, specifically including the Class Counsel Fees Payment
17 and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement,
18 the Parties, their respective counsel, and all Participating Class Members who did not
19 object to the Settlement as provided in this Agreement, waive all rights to appeal
20 from the Judgment, including all rights to post-judgment and appellate proceedings,
21 the right to file motions to vacate judgment, motions for new trial, extraordinary
22 writs, and appeals. The waiver of appeal does not include any waiver of the right to
23 oppose such motions, writs or appeals. If an objector appeals the Judgment, the
24 Parties' obligations to perform under this Agreement will be suspended until such
25 time as the appeal is finally resolved and the Judgment becomes final, except as to
26 matters that do not affect the amount of the Net Settlement Amount.

27 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
28 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires

1 a material modification of this Agreement (including, but not limited to, the scope of
2 release to be granted by Class Members), this Agreement shall be null and void. The
3 Parties shall nevertheless expeditiously work together in good faith to address the
4 appellate court's concerns and to obtain Final Approval and entry of Judgment,
5 sharing, on a 50-50 basis, any additional Administration Expenses reasonably
6 incurred after remittitur. An appellate decision to vacate, reverse, or modify the
7 Court's award of the Class Representatives' Service Payments or any payments to
8 Class Counsel shall not constitute a material modification of the Judgment within the
9 meaning of this paragraph, as long as the Gross Settlement Amount remains
10 unchanged.

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

14 **12. ADDITIONAL PROVISIONS.**

15 12.1. No Admission of Liability, Class Certification or Representative Manageability for
16 Other Purposes. This Agreement represents a compromise and settlement of highly
17 disputed claims. Nothing in this Agreement is intended or should be construed as an
18 admission by Defendant that any of the allegations in the Operative Complaint have
19 merit or that Defendant has any liability for any claims asserted; nor should it be
20 intended or construed as an admission by Plaintiffs that Defendant's defenses in the
21 Action have merit. The Parties agree that class certification and representative
22 treatment is for purposes of this Settlement only. If, for any reason the Court does
23 grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves
24 the right to contest certification of any class for any reasons, and Defendant reserves
25 all available defenses to the claims in the Action, and Plaintiffs reserve the right to
26 move for class certification on any grounds available and to contest Defendant's
27 defenses. The Settlement, this Agreement and Parties' willingness to settle the
28 Action will have no bearing on, and will not be admissible in connection with, any

1 litigation (except for proceedings to enforce or effectuate the Settlement and this
2 Agreement).

3 12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs and Class Counsel, agree
4 that, until the Motion for Preliminary Approval of Settlement is filed, they and each
5 of them will not disclose, disseminate and/or publicize, or cause or permit another
6 person to disclose, disseminate or publicize, any of the terms of the Agreement
7 directly or indirectly, specifically or generally, to any person, corporation,
8 association, government agency, or other entity except: (1) to the Parties' attorneys,
9 accountants, or spouses, all of whom will be instructed to keep this Agreement
10 confidential; (2) counsel in a related matter; (3) to the extent necessary to report
11 income to appropriate taxing authorities; (4) in response to a court order or subpoena;
12 or (5) in response to an inquiry or subpoena issued by a state or federal government
13 agency. Each Party agrees to immediately notify each other Party of any judicial or
14 agency order, inquiry, or subpoena seeking such information. Plaintiffs and Class
15 Counsel agree not to, directly or indirectly, initiate any conversation or other
16 communication, before the filing of the Motion for Preliminary Approval, any with
17 third party regarding this Agreement or the matters giving rise to this Agreement
18 except to respond only that "the matter was resolved," or words to that effect. This
19 paragraph does not restrict Class Counsel's communications with Class Members in
20 accordance with Class Counsel's ethical obligations owed to Class Members.

21 12.3. Confidentiality After Preliminary Approval. Neither Plaintiffs nor Class Counsel shall
22 issue a press release, hold a press conference, publish information about the
23 settlement on any website or social media, respond to any press inquiries, or
24 otherwise publicize the settlement.

25 12.4. No Solicitation. The Parties separately agree that they and their respective counsel
26 and employees will not solicit any Class Member to opt out of or object to the
27 Settlement, or appeal from the Judgment. Nothing in this paragraph shall be
28

1 construed to restrict Class Counsel’s ability to communicate with Class Members in
2 accordance with Class Counsel’s ethical obligations owed to Class Members.

3 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this
4 Agreement together with its attached exhibits shall constitute the entire agreement
5 between the Parties relating to the Settlement, superseding any and all oral
6 representations, warranties, covenants, or inducements made to or by any Party.

7 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
9 appropriate action required or permitted to be taken by such Parties pursuant to this
10 Agreement to effectuate its terms, and to execute any other documents reasonably
11 required to effectuate the terms of this Agreement including any amendments to this
12 Agreement.

13 12.7. Cooperation. The Parties and their counsel will cooperate with each other and use
14 their best efforts, in good faith, to implement the Settlement by, among other things,
15 modifying the Settlement Agreement, submitting supplemental evidence and
16 supplementing points and authorities as requested by the Court. In the event the
17 Parties are unable to agree upon the form or content of any document necessary to
18 implement the Settlement, or on any modification of the Agreement that may become
19 necessary to implement the Settlement, the Parties will seek the assistance of a
20 mediator and/or the Court for resolution.

21 12.8. No Prior Assignments. The Parties separately represent and warrant that they have
22 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
23 transfer, or encumber to any person or entity and portion of any liability, claim,
24 demand, action, cause of action, or right released and discharged by the Party in this
25 Settlement.

26 12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel
27 are providing any advice regarding taxes or taxability, nor shall anything in this
28

1 Settlement be relied upon as such within the meaning of United States Treasury
2 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

3 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
4 modified, changed, or waived only by an express written instrument signed by all
5 Parties or their representatives, and approved by the Court.

6 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure
7 to the benefit of, the successors of each of the Parties.

8 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
9 governed by and interpreted according to the internal laws of the state of California,
10 without regard to conflict of law principles.

11 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
12 of this Agreement. This Agreement will not be construed against any Party on the
13 basis that the Party was the drafter or participated in the drafting.

14 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders
15 entered during Action and in this Agreement relating to the confidentiality of
16 information shall survive the execution of this Agreement.

17 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to
18 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to
19 Class Counsel by Defendant in connection with the mediation, other settlement
20 negotiations, or in connection with the Settlement, may be used only with respect to
21 this Settlement, and no other purpose, and may not be used in any way that violates
22 any existing contractual agreement, statute, or rule of court. Not later than 90 days
23 after the date when the Court discharges the Administrator's obligation to provide a
24 Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall
25 destroy, all paper and electronic versions of Class Data received from Defendant
26 unless, prior to the Court's discharge of the Administrator's obligation, Defendant
27 makes a written request to Class Counsel for the return, rather than the destructions,
28 of Class Data.

1 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
2 inserted for convenience of reference only and does not constitute a part of this
3 Agreement.

4 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
5 shall be to calendar days. In the event any date or deadline set forth in this
6 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be
7 on the first business day thereafter.

8 12.18. Notice. All notices, demands or other communications between the Parties in
9 connection with this Agreement will be in writing and deemed to have been duly
10 given as of the third business day after mailing by United States mail, or the day sent
11 by email or messenger, addressed as follows:

12 To Plaintiffs and Settlement Class Counsel:

13 Justin Marquez
14 Benjamin Haber
15 Arrash T. Fattahi
16 **Wilshire Law Firm, PLC**
17 Los Angeles, CA 90010
18 Telephone: (213) 381 9988, Ext. 217
19 Fax: (213) 381-9989
20 Emails: justin@wilshirelawfirm.com;
21 benjamin@wilshirelawfirm.com;
22 afattahi@wilshirelawfirm.com

19 To Defendant and Defendant’s Counsel:

20 Alecia W. Winfield
21 Krystal Saleh
22 **LITTLER MENDELSON, P.C.**
23 2049 Century Park East, 6th Floor
24 Los Angeles, CA 90067
25 Telephone: 310-553-0308
26 E-mails: awinfield@littler.com; ksaleh@littler.com

25 12.19. Execution in Counterparts. This Agreement may be executed in one or more
26 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes
27 of this Agreement shall be accepted as an original. All executed counterparts and
28 each of them will be deemed to be one and the same instrument if counsel for the

Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 2/21/2023, 2023

DocuSigned by:

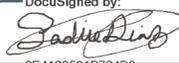
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Maria James
Plaintiff and Class Representative

Dated: 2/21/2023, 2023

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Virginia Ordaz
Plaintiff and Class Representative

Dated: 2/21/2023, 2023

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Sadie Diazbarriga
Plaintiff and Class Representative

Dated: Feb 23, 2023, 2023


Avery Williams (Feb 23, 2023 08:26 PST)
Avery Williams
Co-Chief Executive Officer
Defendant Infiniti Health, LLC

Dated: Feb 23, 2023, 2023


Francisco Zeledon (Feb 23, 2023 06:01 PST)
Frank Zeledon
Co-Chief Executive Officer
Defendant Infiniti Health, LLC

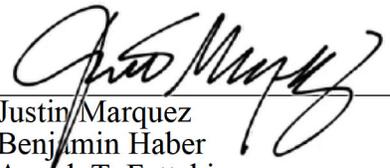
Dated: Feb 22, 2023, 2023


Steve Donell (Feb 22, 2023 13:48 PST)
Steve Donell
Court Appointed Provisional Manager
Defendant Infiniti Health, LLC

APPROVED AS TO FORM AND CONTENT:

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Dated: February 21, 2023



Justin Marquez
Benjamin Haber
Arrash T. Fattahi
Counsel for Plaintiffs and the Putative Class

Dated: February 23, 2023, 2023



Alecia W. Winfield
Krystal Saleh
Counsel for Defendant Infiniti Health, LLC

4877-8656-0593.1 / 115795-1003

EXHIBIT A

1 because you didn't work during the PAGA Period.)

2 The above estimates are based on Defendant's records showing that **you worked**
3 **workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If
4 you believe that you worked more workweeks during either period, you can submit a challenge by the
5 deadline date. See Section 4 of this Notice.

6 The Court has already preliminarily approved the proposed Settlement and approved this
7 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected
8 whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read
9 and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve
10 the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys
11 ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to
12 make payments under the Settlement and requires Class Members and Aggrieved Employees to give
13 up their rights to assert certain claims against Defendant.

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

16 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement
17 and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As
18 a Participating Class Member, though, you will give up your right to assert Class Period
19 wage claims and PAGA Period penalty claims against Defendant.

20 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement
21 (opt-out) by submitting the written Request for Exclusion or otherwise notifying the
22 Administrator in writing. If you opt-out of the Settlement, you will not receive an
23 Individual Class Payment. You will, however, preserve your right to personally pursue
24 Class Period wage claims against Defendant, and, if you are an Aggrieved Employee,
25 remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA
26 portion of the proposed Settlement.

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

1 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<p>2 You Don't Have to Do 3 Anything to Participate 4 in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p>7 You Can Opt-out of the 8 Class Settlement but not 9 the PAGA Settlement 11 The Opt-out Deadline is 12 _____.</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>18 Participating Class 19 Members Can Object to 20 the Class Settlement but 21 not the PAGA Settlement 23 Written Objections Must 24 be Submitted by ____ 25 _____.</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>28 You Can Participate in</p>	<p>The Court's Final Approval Hearing is scheduled to take place on</p>

<p>1 the _____</p> <p>2 Final Approval Hearing</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p>	<p>_____ . You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>7 You Can Challenge the</p> <p>8 Calculation of Your</p> <p>9 Workweeks/Pay Periods</p> <p>10</p> <p>11 Written Challenges Must</p> <p>12 be Submitted by _____</p> <p>13 _____</p> <p>14</p> <p>15</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

16

17 **1. WHAT IS THE ACTION ABOUT?**

18 Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating

19 California labor laws by failing to: pay for all hours worked/compensation due for services; pay

20 minimum wages; pay overtime wages; pay for off-the-clock work; inaccurate calculation of the regular

21 rate of pay for meal and rest period premium payments; provide meal periods; provide rest periods;

22 inaccurate wage statements; pay wages at termination; maintain and provide accurate and complete

23 records including wage statements; reimburse for necessary business expenses; pay sick pay; pay

24 COVID-19 paid sick leave; pay California paid sick leave; pay training pay; pay bonus pay; and that

25 Defendant engaged in unfair competition. Based on the same claims, Plaintiffs Jaimes and Plaintiff

26 Ordaz have also asserted a claim for civil penalties under the PAGA. Plaintiffs are represented by

27 attorneys in the Action: Justin F. Marquez, Benjamin H. Haber, and Arrash T. Fattahi of Wilshire Law

28 Firm, PLC ("Class Counsel").

1 Defendant strongly denies violating any laws or failing to pay any wages and contends it complied
2 with all applicable laws.

3 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

4 So far, the Court has made no determination whether Defendant or Plaintiffs is correct on the
5 merits.

6 In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort
7 to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than
8 continuing the expensive and time-consuming process of litigation. The negotiations were successful.
9 By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court
10 to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have
11 negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the
12 proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not
13 admit any violations or concede the merit of any claims.

14 Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because
15 they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering
16 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is
17 in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily
18 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and
19 scheduled a hearing to determine Final Approval.

20 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

21 1. Defendant Will Pay \$1,100,000.00 as the Gross Settlement Amount (Gross Settlement).

22 Defendant has agreed to deposit the Gross Settlement into an account controlled by the
23 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
24 Individual Class Payments, Individual PAGA Payments, Class Representatives’ Service
25 Awards, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and
26 penalties to be paid to the LWDA. Defendant will fund the Gross Settlement no later than
27 thirty (30) days after the Effective Date (as that term is defined in Section 1.18 of the
28 Agreement).

1 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
2 Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from
3 the Gross Settlement, the amounts of which will be decided by the Court at the Final
4 Approval Hearing:

5 A. Up to \$366,630.00 (33.33% of the Gross Settlement), plus reasonable costs/expenses
6 not to exceed \$25,000.00, to Class Counsel for attorneys' fees. To date, Class
7 Counsel have worked and incurred expenses on the Action without payment.

8 B. Up to \$10,000 each to Plaintiff Jaimes and Plaintiff Ordaz and \$7,500 to Plaintiff
9 Diazbarriga for filing the Action, working with Class Counsel and representing the
10 Class. The Class Representatives' Services Payments will be the only monies
11 Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any
12 Individual PAGA Payment.

13 C. Up to \$20,000 to the Administrator for services administering the Settlement.

14 D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and
15 25% in Individual PAGA Payments to the Aggrieved Employees based on their
16 PAGA Period Pay Periods.

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

19 3. Net Settlement Distributed to Class Members. After making the above deductions in
20 amounts approved by the Court, the Administrator will distribute the rest of the Gross
21 Settlement (the "Net Settlement") by making Individual Class Payments to Participating
22 Class Members based on their Class Period Workweeks.

23 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court
24 to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage
25 Portion") and 90% to interest and penalties ("Non-Wage Portion.") The Wage Portion is
26 subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately
27 pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are
28 counted as penalties rather than wages for tax purposes. The Administrator will report the

1 Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on
2 IRS 1099 Forms.

3 Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you
4 any advice on whether your Payments are taxable or how much you might owe in taxes. You
5 are responsible for paying all taxes (including penalties and interest on back taxes) on any
6 Payments received from the proposed Settlement. You should consult a tax advisor if you
7 have any questions about the tax consequences of the proposed Settlement.

8 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual
9 Class Payments and Individual PAGA Payments will show the date when the check expires
10 (the void date). If you don't cash it by the void date, your check will be automatically
11 cancelled, and the monies will be deposited with the California Controller's Unclaimed
12 Property Fund in your name. If the monies represented by your check is sent to the
13 Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on
14 how to retrieve your money.

15 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
16 Participating Class Member, participating fully in the Class Settlement, unless you notify the
17 Administrator in writing, not later than _____, that you wish to opt-out. The easiest
18 way to notify the Administrator is to send a written and signed Request for Exclusion by
19 _____. The Request for Exclusion should be a letter from a Class Member or
20 his/her representative setting forth a Class Member's name, present address, telephone
21 number, and a simple statement electing to be excluded from the Settlement. Excluded Class
22 Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments
23 but will preserve their rights to personally pursue wage and hour claims against Defendant.
24 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
25 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
26 Individual PAGA Payments and are required to give up their right to assert PAGA claims
27 against Defendant based on the PAGA Period facts alleged in the Action.
28

- 1 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the
2 Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It
3 is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and
4 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
5 pay any money and Class Members will not release any claims against Defendant.
- 6 8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the
7 “Administrator”) to send this Notice, calculate and make payments, and process Class
8 Members’ Requests for Exclusion. The Administrator will also decide Class Member
9 Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform
10 other tasks necessary to administer the Settlement. The Administrator’s contact information
11 is contained in Section 9 of this Notice.
- 12 9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully
13 funded the Gross Settlement and separately paid all employer payroll taxes, Participating
14 Class Members will be legally barred from asserting any of the claims released under the
15 Settlement. This means that unless you opted out by validly excluding yourself from the
16 Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against
17 Defendant or related entities for wages based on the Class Period facts and PAGA penalties
18 based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

19 The Participating Class Members will be bound by the following release:

20 Each Class Member, on behalf of themselves and their respective
21 former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, who does not opt out of the
23 Settlement shall be deemed to release Infiniti Health, LLC, and any of
24 their present, former, and future direct or indirect parent companies,
25 present owners, former owners, future owners, subsidiaries,
26 predecessors, successors and affiliates, as well as each of its past,
27 present and future shareholders, officers, directors, members,
28 employees, partners, members, shareholders and agents, attorneys,
insurers, reinsurers, and any individual or entity which could be jointly
liable with Defendant or any of them (the “Released Parties”) from
any and all claims, known or unknown that: were asserted in any
and/or all of the complaints in the Action and/or any of Plaintiffs’
letters to the LWDA (including any subsequently amended complaints
or letters); and/or any and all claims, known or unknown, that were
asserted based on any or all the factual allegations in all of the
complaints in the Action and/or any of Plaintiffs’ letters to the LWDA

1 (including any subsequently amended complaints or letters). This
2 includes but is not limited to claims for or related to: pay for all hours
3 worked/compensation due for services; failure to pay minimum wages;
4 failure to pay overtime wages; off-the-clock work; calculation of the
5 regular rate of pay for meal and rest period premium payments; meal
6 periods; rest periods; wage statements; payment of wages at
7 termination; maintain and provide accurate and complete records;
8 failure to reimburse for necessary business expenses; sick pay;
9 COVID-19 paid sick leave; California paid sick leave; training pay;
10 bonus pay; unfair competition related to any or all of the foregoing;
11 any unpaid wages or compensation related to any or all of the
12 foregoing, which are based on the facts alleged in the Action;
13 restitution related to any or all of the foregoing which are based on the
14 facts alleged in the Action; and any penalties, including statutory or
15 civil penalties, related to any or all of the foregoing. This release
16 includes any and all claims pursuant to: California Labor Code
17 sections §§ 200, *et seq.*, 201, 202, 203, 204, 226, 226.7, 248, *et. seq.*,
18 510, 512, 1194, 1194.2, 1197, 1198, 1198.5, and 2802; the Fair Labor
19 Standards Act; the California Business & Professions Code § 17200;
20 and the California Industrial Welfare Commission Wage Orders 7-01.
21 The release shall run through the date the court grants preliminary
22 approval of the settlement.

13 10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant
14 has paid the Gross Settlement and separately paid the employer-side payroll taxes, all
15 Aggrieved Employees will be barred from asserting PAGA claims against Defendant,
16 whether or not they exclude themselves from the Settlement. This means that all Aggrieved
17 Employees, including those who are Participating Class Members and those who opt-out of
18 the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim
19 against Defendant or its related entities based on the PAGA Period facts alleged in the Action
20 and resolved by this Settlement.

21 The Aggrieved Employees' Releases for Participating and Non-Participating Class Members
22 are as follows:

23 Each PAGA Representative Action Member, on behalf of themselves
24 and their respective former and present representatives, agents,
25 attorneys, heirs, administrators, successors, and assigns, irrespective of
26 whether he or she opts out of the Settlement, shall be deemed to
27 release the Released Parties from all any and all claims, known or
28 unknown, for civil penalties under California Labor Code section 2698
et seq. (PAGA) that: were asserted in any and/or all of the complaints
in the Action and/or any of Plaintiffs' letters to the LWDA (including
any subsequently amended complaints or letters); and/or any and all
claims, known or unknown, that were asserted based on any or all the
factual allegations in any and/or all of the complaints in the Action
and/or any of Plaintiffs' letters to the LWDA (including any

1 subsequently amended complaints or letters). This release includes, but
2 is not limited to, claims for PAGA civil penalties premised on:
3 California Labor Code sections 201, 202, 203, 204, 226, 226.7, 248, et.
4 seq., 510, 512, 1194, 1194.2, 1197, 1198, 1198.5, and 2802; pay for all
5 hours worked/compensation due for services; failure to pay minimum
6 wages; failure to pay overtime wages; off-the-clock work; calculation
7 of the regular rate of pay for meal and rest period premium payment;
8 meal periods; rest periods; wage statements; payment of wages at
9 termination; maintain and provide accurate and complete records;
10 failure to reimburse for necessary business expenses; sick pay;
11 COVID-19 paid sick leave; California paid sick leave; training pay;
12 bonus pay; any unpaid wages or compensation related to any or all of
13 the foregoing, which are based on the facts alleged in the Action. The
14 release shall run through the date the court grants preliminary approval
15 of the settlement.

9 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

10 1. Individual Class Payments. The Administrator will calculate Individual Class Payments by

11 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
12 Participating Class Members, and (b) multiplying the result by the number of Workweeks
13 worked by each individual Participating Class Member.

14 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments

15 by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all
16 Aggrieved Employees, and (b) multiplying the result by the number of PAGA Period Pay
17 Periods worked by each individual Aggrieved Employee.

18 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the

19 Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as
20 recorded in Defendant's records, are stated in the first page of this Notice. You have until
21 _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You
22 can submit your challenge by signing and sending a letter to the Administrator via mail,
23 email or fax. Section 9 of this Notice has the Administrator's contact information.

24 You need to support your challenge by sending copies of pay stubs or other records. The
25 Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based
26 on Defendant's records as accurate unless you send copies of records containing contrary
27 information. You should send copies rather than originals because the documents will not be
28 returned to you. The Administrator will resolve Workweek and/or Pay Period challenges

1 based on your submission and on input from Class Counsel (who will advocate on behalf of
2 Participating Class Members) and Defendant’s Counsel. The Administrator’s decision is
3 final. You can’t appeal or otherwise challenge its final decision.

4 **5. HOW WILL I GET PAID?**

- 5 1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to
6 every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including
7 those who also qualify as Aggrieved Employees. The single check will combine the
8 Individual Class Payment and the Individual PAGA Payment.
- 9 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single
10 Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
11 Settlement (i.e., every Non-Participating Class Member).

12 **Your check will be sent to the same address as this Notice. If you change your address,**
13 **be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the**
14 **Administrator’s contact information.**

15 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

16 Submit a written and signed letter with your name, present address, telephone number, and a
17 simple statement that you do not want to participate in the Settlement. The Administrator will
18 exclude you based on any writing communicating your request be excluded. Be sure to
19 personally sign your request, identify the Action as *Maria Jaimes, et al. v. Infiniti Health, LLC,*
20 *Los Angeles County Superior Court, Case No. 22STCV07261,* and include your identifying
21 information (full name, address, telephone number, approximate dates of employment, and social
22 security number for verification purposes). You must make the request yourself. If someone
23 else makes the request for you, it will not be valid. **The Administrator must be sent your**
24 **request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has
25 the Administrator’s contact information.

26 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

27 Only Participating Class Members have the right to object to the Settlement. Before deciding
28 whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to

1 approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel
2 and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other
3 things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation
4 Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys'
5 fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as the Class
6 Representatives' Service Awards. Upon reasonable request, Class Counsel (whose contact
7 information is in Section 9 of this Notice) will send you copies of these documents at no cost to
8 you. You can also view them on the Administrator's Website [**need details**] or the Court's
9 website <https://www.lacourt.org/>.

10 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
11 Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to
12 object, for example, that the proposed Settlement is unfair, or that the amounts requested by
13 Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written**
14 **objections to the Administrator is _____**. Be sure to tell the Administrator what you
15 object to, why you object, and any facts that support your objection. Make sure you identify the
16 *Action Maria Jaimes, et al. v. Infiniti Health, LLC, Los Angeles County Superior Court, Case*
17 *No. 22STCV07261*, and include your name, current address, telephone number, and approximate
18 dates of employment for Defendant and sign the objection. Section 9 of this Notice has the
19 Administrator's contact information.

20 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
21 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
22 to tell the Court what you object to, why you object, and any facts that support your objection.
23 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
24 Hearing.

25 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

26 You can, but don't have to, attend the Final Approval Hearing on _____ at **(time)** in
27 Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles,
28 CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement

1 and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator.
2 The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a
3 decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect
4 (<https://www.lacourt.org/lacc>). Check the Court's website for the most current information.
5 It's possible the Court will reschedule the Final Approval Hearing. You should check the
6 Administrator's website [**need details**] beforehand or contact Class Counsel to verify the date and
7 time of the Final Approval Hearing.

8 **9. HOW CAN I GET MORE INFORMATION?**

9 The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed
10 Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents
11 is to go to **(specify entity)** 's website at **(url)** . You can also telephone or
12 send an email to Class Counsel or the Administrator using the contact information listed below, or
13 consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>)
14 and entering the Case Number for the Action, Case No. 22STCV07261. You can also make an
15 appointment to personally review court documents in the Clerk's Office at the Stanley Mosk
16 Courthouse by calling (213) 830-0800.

17 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION** 18 **ABOUT THE SETTLEMENT.**

19 Class Counsel:

20 Justin F. Marquez
21 Benjamin H. Haber
22 Arrash T. Fattahi
23 **Wilshire Law Firm, PLC**
24 Los Angeles, California 90010
25 Telephone: (213) 784-3830
26 Fax: (213) 381-9989
27 Emails: justin@wilshirelawfirm.com;
28 benjamin@wilshirelawfirm.com; afattahi@wilshirelawfirm.com

1 Settlement Administrator:

2 Name of Company: _____

3 Email Address: _____

4 Mailing Address: _____

5 Telephone: _____

6 Fax Number: _____

7 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

8 If you lose or misplace your settlement check before cashing it, the Administrator will replace it as
9 long as you request a replacement before the void date on the face of the original check. If your check
10 is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve
11 the funds.

12 **11. WHAT IF I CHANGE MY ADDRESS?**

13 To receive your check, you should immediately notify the Administrator if you move or otherwise
14 change your mailing address.
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2023 02-21 Settlement Agreement (wlf signed)

Final Audit Report

2023-02-23

Created:	2023-02-22
By:	Katie Goldin (katie.goldin@fedreceiver.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOc_HEe2mIOPK4j47IXhOJCeDkduKOh

"2023 02-21 Settlement Agreement (wlf signed)" History

-  Document created by Katie Goldin (katie.goldin@fedreceiver.com)
2023-02-22 - 9:43:20 PM GMT- IP address: 75.223.168.219
-  Document emailed to Steve Donell (steve.donell@fedreceiver.com) for signature
2023-02-22 - 9:45:32 PM GMT
-  Email viewed by Steve Donell (steve.donell@fedreceiver.com)
2023-02-22 - 9:47:45 PM GMT- IP address: 104.47.57.126
-  Document e-signed by Steve Donell (steve.donell@fedreceiver.com)
Signature Date: 2023-02-22 - 9:48:07 PM GMT - Time Source: server- IP address: 166.196.75.60
-  Document emailed to franciscoz@infinitehealth.org for signature
2023-02-22 - 9:48:08 PM GMT
-  Email viewed by franciscoz@infinitehealth.org
2023-02-23 - 2:00:18 PM GMT- IP address: 166.196.75.106
-  Signer franciscoz@infinitehealth.org entered name at signing as Francisco Zeledon
2023-02-23 - 2:01:25 PM GMT- IP address: 166.196.75.106
-  Document e-signed by Francisco Zeledon (franciscoz@infinitehealth.org)
Signature Date: 2023-02-23 - 2:01:27 PM GMT - Time Source: server- IP address: 166.196.75.106
-  Document emailed to avery.williams@infinitehealth.org for signature
2023-02-23 - 2:01:28 PM GMT
-  Email viewed by avery.williams@infinitehealth.org
2023-02-23 - 4:24:28 PM GMT- IP address: 72.199.228.199
-  Signer avery.williams@infinitehealth.org entered name at signing as Avery Williams
2023-02-23 - 4:26:06 PM GMT- IP address: 72.199.228.199



Document e-signed by Avery Williams (avery.williams@infinitihealth.org)

Signature Date: 2023-02-23 - 4:26:08 PM GMT - Time Source: server- IP address: 72.199.228.199



Agreement completed.

2023-02-23 - 4:26:08 PM GMT



Adobe Acrobat Sign