

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Wells v. San Geronio Memorial Hospital (Case No. RIC1903057)* *Navarro v. San Geronio Memorial Hospital (Case No. CVRI2101033)

This Amended Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between Plaintiffs Wilbert Wells, Paul Vu, Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas, Jr., Luis Lomeli, Mariah Bravo, Sylvira Brewer, and Sherry Morrow (collectively “Plaintiffs”) and Defendant San Geronio Medical Hospital (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. “Actions” refers collectively to the *Wells* Action (Riverside Superior Court Case No. RIC1903057) and the *Navarro* Action (Riverside Superior Court Case No. RIC1903057).
- 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 all current and former employees of Defendant who worked for Defendant as non-exempt employees in California at any time during the PAGA Period.
- 1.5. “Class” means all current and former employees of Defendant who worked for Defendant in California as non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” refers, collectively, to Matern Law Group, PC (including Matthew J. Matern and Julia Z. Wells) and Blumenthal Nordrehaug Bhowmik De Blouw LLP (including Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Nicholas J. De Blouw).
- 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.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including each Class Member’s name, last-known mailing address, Social Security number, start and end date of employment, and number of PAGA Pay Periods (if applicable).
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Notice of Class Action Settlement, which shall be mailed to Class Members in English in the form substantially attached hereto as **Exhibit A** and incorporated by reference into this Agreement, subject to approval by the Court.
- 1.12. “Class Period” means the time period from May 23, 2015, to February 20, 2023.
- 1.13. “Class Representatives” refers to Plaintiffs Wilbert Wells, Paul Vu, Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas, Jr., Luis Lomeli, Mariah Bravo, Slyvira Brewer, and Sherry Morrow.
- 1.14. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.15. “Court” means the Superior Court of California, County of Riverside.
- 1.16. “Defendant” means named Defendant San Gorgonio Memorial Hospital.
- 1.17. “Defense Counsel” means Green & Roberts, LLP, including Maria C. Roberts and Dessi Day.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Judgment” means the Judgment to be entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Three Million Dollars and Zero Cents (\$3,000,000.00). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net

Settlement Amount, which shall be calculated according to his or her estimated number of Workweeks worked during the Class Period, which shall be determined based upon his or her dates of employment during the Class and PAGA Periods.

- 1.24. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties to be paid to Aggrieved Employees, which share shall be calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency as identified in Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% portion of the total amount allocated towards PAGA Penalties, which shall be paid to the LWDA pursuant to Labor Code section 2699, subd. (i).
- 1.28. “Navarro Action” means the lawsuit styled *Daniel Navarro, et al. v. San Gorgonio Memorial Hospital* (Riverside Superior Court Case No. CVRI2101033), which was originally filed March 1, 2021.
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount less the following payments in the amounts, subject to approval by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely written Request for Exclusion.
- 1.31. “Notice Packet” shall collectively refer to the Class Notice in substantially the form attached hereto as Exhibit A, and the Exclusion Form in substantially the form attached hereto as Exhibit B, which shall be collectively sent to all Class Members as set forth below.
- 1.32. “Objection” shall mean a written objection to the settlement of class claims, submitted by a Participating Class Member to the Administrator on or before the Response Deadline, or an oral objection made by a Participating Class Member at the Final Approval Hearing.
- 1.33. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked at least one day for Defendant during the PAGA Period.
- 1.34. “PAGA Period” means the time period from March 19, 2018, to February 20, 2023
- 1.35. “PAGA” means the California Private Attorneys General Act of 2004 (Labor Code §§ 2698 et seq.).
- 1.36. “PAGA Notices” refers, collectively, to Plaintiffs’ February 22, 2019 and October 26, 2020 written letters submitted to the LWDA and to Defendant providing notice pursuant to Labor Code § 2699.3, subd.(a).

- 1.37. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount for the resolution of the PAGA claims. Pursuant to the PAGA, seventy-five percent (75%) of the total amount of PAGA Penalties shall be allocated to the LWDA for the LWDA PAGA Payment, and the remaining twenty-five percent (25%) of the total amount of PAGA Penalties shall be allocated towards Individual PAGA Payments to the Aggrieved Employees.
- 1.38. "Wells Action" means the lawsuit styled *Wilbert Wells, et al. v. San Gorgonio Memorial Hospital* (Riverside Superior Court Case No. RIC1903057), which was originally filed May 23, 2019.
- 1.39. "Participating Class Member" means a Class Member who does not submit a timely and valid Request for Exclusion from the Settlement.
- 1.40. "Plaintiffs" means Wilbert Wells, Paul Vu, Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas, Jr., Luis Lomeli, Mariah Bravo, Slyvira Brewer, and Sherry Morrow, the named plaintiffs in the Actions.
- 1.41. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.42. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.43. "Released Class Claims" means the claims being released as described in Paragraph 5.2, below.
- 1.44. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3, below.
- 1.45. "Released Parties" means: Defendant and each of its former and present officers, directors, agents, and employees.
- 1.46. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member. A Request for Exclusion Form, substantially in the form attached hereto as Exhibit B, shall be mailed to Class Members in conjunction with the Class Notice.
- 1.47. "Response Deadline" means the date that is sixty (60) calendar days after the Administrator mails the Notice Packets to Class Members, and shall be the last date on which Class Members may submit Requests for Exclusion or Objections to the Settlement. Class Members to whom Notice Packets are re-mailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days from when the Response Deadline has expired to submit any such Request for Exclusion or written Objection.

- 1.48. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.49. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On February 22, 2019, Plaintiff Wilbert Wells gave timely written notice to Defendant and the LWDA of alleged violations of the California Labor Code and of his intent to seek civil penalties under PAGA pursuant to Labor Code section 2699.3, subd. (a).
- 2.2. On May 23, 2019, Plaintiff Wilbert Wells commenced the *Wells* Action by filing a putative class action and representative lawsuit against Defendant alleging putative class claims for: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain Required Records; (7) Failure to Furnish Accurate Itemized Wage Statements; (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; (9) Unfair and Unlawful Business Practices; and (10) Penalties under the Labor Code Private Attorneys General Act, as Representative Action. On August 30, 2021, the operative Second Amended Complaint was filed in the *Wells* Action which added Paul Vu as an additional named plaintiff and proposed representative.
- 2.3. On October 26, 2020, Plaintiffs Daniel Navarro, Andrew Ortega, Davitshea Singletary, and Kareen Terry gave timely written notice to Defendant and the LWDA of alleged violations of the California Labor Code and of their intent to seek civil penalties under PAGA pursuant to Labor Code section 2699.3, subd. (a).
- 2.4. On March 1, 2021, Plaintiffs Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Balgovich, Pedro Vargas, Jr., and Luis Lomeli commenced the *Navarro* Action, a putative class action and representative lawsuit which alleged the following causes of action as putative class claims: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq.; (3) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.2; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; as well as a representative cause of action for Violation of the Private Attorneys General Act [Labor Code §§ 2698, et seq. On May 2, 2022, a Third Amended Complaint was filed in the *Navarro* Action adding Plaintiffs Maria Bravo, Slyvira Brew and Sherry Morro as additional named Plaintiffs and proposed representatives. **The Third Amended Complaint in the *Navarro* Action also includes a sole individual claim which is not included in (and is expressly**

carved out from) the instant Settlement, brought by Plaintiff Daniel Navarro for Retaliation in Violation of Labor Code § 1102.5, et seq., which is severed from the remainder of the claims pled in Navarro Action.

- 2.5. Defendant denies the allegations in the complaints in the Actions, denies any failure to comply with the laws identified in in the operative complaints in the Actions, and denies any and all liability for any of the causes of action pled and facts asserted in the Actions.
- 2.6. On July 2, 2021, the Parties participated in a full-day private mediation presided over by the Hon. Ronald S. Prager (Ret.), but the Parties were unable to reach a settlement during the mediation. On September 28, 2022, the Parties participated in a second full-day private mediation presided over by the Hon. Angela M. Bradstreet (Ret.), which ultimately culminated in the issuance of a mediator's proposal. The Parties accepted the Mediator's Proposal on or about October 4, 2022, subject to the Parties entering into a more detailed long-form settlement Agreement and approval by the Court.
- 2.7. Prior to mediation, Plaintiffs, through Class Counsel, conducted an investigation through extensive formal discovery spanning several years into the underlying facts, events, and issues related to the subject matter of the Actions. Class Counsel represent that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendant, and the potential defenses thereto. Plaintiffs and Defendant have had an opportunity to evaluate their respective positions on the merits of the claims asserted. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.8. The Court has not yet granted class certification, nor has it set a deadline for Plaintiffs to file a motion for class certification.
- 2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant agrees to pay the Gross Settlement Amount of Three Million Dollars and Zero Cents (\$3,000,000) and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiffs: Class Representative Service Payments of not more than \$12,500 each to Plaintiff Wilbert Wells and Plaintiff Paul Vu (the two named plaintiffs in the *Wells* Action), and Class Representative Service Payments of not more than \$10,000 each to Plaintiffs Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas, Jr., Luis Lomeli, Mariah Bravo, Slyvira Brewer, and Sherry Morrow (the plaintiffs in the *Navarro* Action). The Class Representative Service Payments shall be in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Members and Aggrieved Employees. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. Plaintiffs will seek Court approval of any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments in less than the amount requested, the Administrator will allocate the remainder of the requested Class Representative Service Payments to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of one-third of the Gross Settlement Amount, or One Million Dollars and Zero Cents (\$1,000,000, i.e., 1/3 of \$3,000,000), plus a Class Counsel Litigation Expenses Payment in an amount of up to One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000). Ninety percent (90%) of the Class Counsel Fees Payment (i.e., \$900,000.00) shall be paid to Matern Law Group, PC, and ten percent (10%) of the Class Counsel Fees Payment (i.e., \$100,000.00) shall be paid to Blumenthal Nordrehaug Bhowmik De Blouw LLP. Defendant takes no position on how Plaintiffs and their lawyers recommend and/or decide allocation of the Gross Settlement Amount, subject to Court approval. Plaintiffs and/or Class Counsel will file a motion seeking approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$75,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than the amount requested, or the Court approves payment less than \$75,000, the remaining portion of the amount allocated towards Administration Expenses remain a part of the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: Each Class Member's Workweeks shall be calculated by the Administrator based on the start and end dates of his or her employment during the Class and PAGA Periods. Each Participating Class Member shall receive an Individual Class Payment, which shall be calculated on a pro rata basis

as follows: By (1) dividing the Net Settlement Amount by the estimated total number of Workweeks worked by all Participating Class Members during the Class Period; and (2) multiplying the result by each individual Participating Class Member's estimated Workweeks.

- 3.2.4.1. Tax Allocation of Individual Class Payments. One-fourth (25%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining three-fourths percent (3/4) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. Any amounts that Non-Participating Class Members may have been eligible to receive as Individual Class Payments shall remain a part of the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: The Gross Settlement includes PAGA Penalties in the total amount of Sixty-Thousand Dollars and Zero Cents (\$60,000), of which 75% (\$45,000) shall be allocated to the LWDA PAGA Payment, and the remaining 25% (\$15,000) of the PAGA penalties shall be allocated towards Individual PAGA Payments to the Aggrieved Employees.
 - 3.2.5.1. The Administrator will calculate each Aggrieved Employee's Individual PAGA Payment on a pro rata basis, based on his or her respective number of PAGA Pay Periods, by (1) dividing the amount of the Aggrieved Employees' 25% share of the total PAGA Penalties (i.e., \$15,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each individual Aggrieved Employee's respective number of PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Class Members' Workweeks will be determined based upon employees' start and end dates, as provided by Defendants within the Class and PAGA Periods. Aggrieved Employees' Pay Periods will be determined, to the extent possible, based on Aggrieved Employees' pay periods worked during the PAGA Period.
- 4.2. Class Data. Within 21 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data on a confidential basis solely to the Administrator, in the form of a Microsoft Excel spreadsheet. The Administrator shall maintain the Class Data in strict confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and shall restrict access to the Class Data to Administrator employees who need access to the Class Data to effect this Agreement and to destroy the data within 180 days of entry of judgment on the settlement. If at any time before judgment on the settlement is issued, Defendant discovers that the Class Data omitted class member identifying information, it will notify the Administrator and Class Counsel right away, and provide corrected or updated Class Data as soon as reasonably feasible.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator, by the later of either (1) July 30, 2023, or (2) 45 days after notice of entry of Final Approval. In the event the date of funding of the Gross Settlement Amount precedes the Effective Date, the Administrator shall deposit the Gross Settlement Amount into an interest-bearing account until payments from the Gross Settlement Amount are distributed.
- 4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after the Effective Date, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. Any checks for Individual Class Payments and/or Individual PAGA Payments shall remain negotiable for 180 days after the date of mailing ("void date") The face of each check shall prominently state the date (i.e., 180 days after the date of mailing) when the check will be voided. The Administrator shall mail a reminder postcard to all Participating Class Member and/or Aggrieved Employee whose Settlement distribution checks have not been negotiated within 60 days after the date of the mailing of the checks. The Administrator will cancel all checks that remain uncashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating

Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The envelopes transmitting any checks for Individual Class Payments and/or Individual PAGA Payments shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. If (i) any of the Class Members and/or Aggrieved Employees are current employees of Defendant, (ii) the Settlement checks mailed to those individuals are returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid mailing address, then the Administrator shall arrange with the Defendant to have those Settlement checks delivered to the Class Members and/or Aggrieved Employees at their place of employment. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
 - 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:
- 5.1 Plaintiffs' Release. Upon entry Final Judgment and funding of the Gross Settlement Amount, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) any and all claims, wages, penalties, interest, debts, demands, rights, liabilities, costs, compensation, damages, injunctive and/or declaratory relief, attorneys' fees,

actions, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the Actions and arising at any time during the Class Period, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid minimum wages, off-the-clock work violations, unpaid overtime, failure to provide meal periods, failure to provide rest periods, unreimbursed business expenses, wage statement violations, failure to timely pay wages, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and violations under the related provisions of the Labor Code including but limited to Labor Code §§ 200-204, 208, 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order, and Fair Labor Standards Act; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the operative complaints in the Action, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below, and (c) the Settlement Administrator shall include language on all Settlement Payments that informs the Class Members that the signing and negotiation of that check shall serve as the Class Member's consent to join the Action for purposes of releasing all claims arising under the Fair Labor Standards Act and claims alleged in the Actions, or related to the claims stated or that could have been stated in the Action, implicitly or explicitly. ("Plaintiffs' Release."). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remains effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Notwithstanding the foregoing, nothing in this Agreement shall operate in any way to release Plaintiff Daniel Navarro's Individual Retaliation claims pursuant to Cal. Labor Code § 1102.5, et. seq., which are severed from the remainder of the claims pled in the Navarro Action and are exempt from this Agreement.

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

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

- 5.1.2 Notwithstanding the foregoing release language, nor any other language or provision of this agreement, nothing in this Agreement shall operate in any way to release Plaintiff Daniel Navarro's Individual claims for Retaliation pursuant to Cal. Labor Code § 1102.5, et. seq
- 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: Upon entry Final Judgment and funding of the Gross Settlement Amount, all Participating Class Members who are not Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all any and all claims and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the Actions and arising at any time during the Class Period, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid minimum wages, off-the-clock work violations, unpaid overtime, failure to provide meal periods, failure to provide rest periods, unreimbursed business expenses, wage statement violations, failure to timely pay wages, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages, and violations under the related provisions of the Labor Code including Labor Code §§ 200-204, 208, 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, derivative claims under California Business & Professions Code §§ 17200 et seq., and claims under the governing Wage Order. Participating Class Members who cash their settlement checks will also be deemed to have joined in the release of claims arising under Fair Labor Standards Act ("FLSA") alleged in or arising from the facts alleged in the complaints in the Actions, and the Settlement Administrator shall include language on all Settlement Payments that informs the Class Members that the signing and negotiation of that check shall serve as the Class Member's consent to join the Action for purposes of releasing claims arising under the FLSA. The release by Participating Class Members who are not Aggrieved Employees is limited to claims arising during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
- 5.3 Release by Participating Class Members Who Are Aggrieved Employees: Upon entry Final Judgment and funding of the Gross Settlement Amount, all Participating Class Members who are Aggrieved Employees shall release the claims set forth in section 5.2, above, as well as all associated claims for PAGA penalties for meal break violations, rest break violations, unpaid wages, off the clock work, wage statement violations, failure to reimburse necessary expenses, failure to keep required records, waiting time penalties and failure to pay all wages due upon termination, and California Labor Code sections 201-204, 210, 221, 223, 224, 225.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, *et seq.* The release by Participating Class Members who are Aggrieved Employees is limited to claims arising during the Class Period.
- 5.4 Judgment Binding as to Aggrieved Employees Who Are Not Participating Class Members: Upon entry of the Final Judgment and funding of the Gross Settlement Amount, Aggrieved Employees will be deemed to be bound by the judgment entered on the Released PAGA claims, including all claims for PAGA penalties for meal break violations, rest break

violations, unpaid wages, off the clock work, wage statement violations, failure to reimburse necessary expenses, failure to keep required records, waiting time penalties and failure to pay all wages due upon termination, and California Labor Code sections 201-204, 210, 221, 223, 224, 225.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, et seq., irrespective of whether or not they opted out of the settlement of the Class Claims.

6. MOTION FOR PRELIMINARY APPROVAL.

Plaintiffs shall file a Motion for Preliminary Approval of the Settlement which complies with the requirements set forth in the operative Case Management Order in the *Wells* Action on June 19, 2019 (“Case Management Order”).

- 6.1 Defendant’s Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, Defense counsel will deliver to Class Counsel a signed Declaration from Defendant that (1) satisfies the requirements of the Case Management Order at page 9, section H(3)(b) (including but not limited to, by identifying and describing any overlapping litigation, and any conflict with the proposed Administrator and/or recipient of funds associated with uncashed checks); and (2) attests to the likely age, education, and experience of the Class Members, and of Class Members’ ability to read and comprehend English.
- 6.2 Plaintiffs’ Responsibilities. Plaintiffs’ counsel will prepare all documents necessary for obtaining Preliminary Approval, including the notice of motion, memorandum in support of the motion, [proposed] Preliminary Approval Order, and a declaration which comports with the requirements set forth in Section H of the Case Management Order.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer

Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks (as calculated based upon Class Members’ dates of employment), and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than [14] days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packets, substantially in the forms attached to this Agreement as Exhibit A and Exhibit B. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of estimated Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Notice Packets returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packets using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice Packets to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Notice Packets to Class Members whose Notice Packets are returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose Notice Packets are re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Notice Packet.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or discovers any persons who believe they should have been included in the Class Data and should have received a Notice Packet, the Parties will expeditiously meet and confer in person or by telephone, and in a good faith effort, to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Notice Packet requiring them to exercise options under this Agreement within 14 days after receipt of the Notice Packet, or by the Response Deadline,

whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must mail a signed and dated Request for Exclusion to the Administrator at the address specified in the Notice Packet, postmarked on or before the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion Form, substantially in the form attached hereto as Exhibit B, shall be included in the Notice Packet, and may be utilized by Class Members to request exclusion from the Settlement. All Requests for Exclusion shall include a statement that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, telephone number, and must be signed and dated by the Class Member or his or her legal representative. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees shall still be bound by the judgment as identified in Paragraph 5.4 and shall receive an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of estimated Workweeks and/or PAGA Pay Periods (if any) allocated to him or her in the Class Notice. The Class Member may challenge the allocation by contacting the Administrator at the telephone number included in the Class Notice. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the

absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's respective number of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall provide copies of all challenges to calculations of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel upon request.

7.7 Objections to Settlement.

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement (excluding the PAGA Released Claims), including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or the Class Representative Service Payments.
- 7.7.2 Participating Class Members may send written objections to the Administrator at the address listed in the Notice , postmarked on or before the Response Deadline. Class Members' written objections shall include the objecting Settlement Class Member's full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his or her counsel. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the Settlement. Settlement Class Members and Aggrieved Employees may not object to or opt-out of the Settlement with respect to the PAGA Released Claims. A Participating Class Member who elects to send a written objection to the Administrator must mail the objection to the Administrator postmarked on or before the Response Deadline.
- 7.7.3 Failure to Object. Any Settlement Class Member who desires to object to the Released Class Claims in the Settlement but fails to timely submit a written objection or appear at the Final Approval Hearing to state his or her objection shall waive any right to object and will be foreclosed from making any objection to this Settlement.
- 7.7.4 Responses to Objections. Counsel for the Parties may file a response to any written objections submitted by objecting Settlement Class Members before the date of the Final Approval Hearing.
- 7.7.5 Non-Participating Class Members have no right to object to the Settlement.

- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website and Toll-Free Number. The Administrator will post documents and information of interest to Class Members on its website, including the date (or continued date) of any Final Approval Hearing, the Settlement Agreement, Preliminary Approval Order, and the Final Approval and the Judgment. The Administrator will also maintain and monitor a toll-free telephone number to receive Class Member calls.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion to ascertain their validity. Not later than 5 calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion. Upon request, the Administrator shall also promptly e-mail to Class Counsel and Defense Counsel copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator shall provide weekly reports to Class Counsel and Defense Counsel that, among other things, indicate the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, number of objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has authority to address and make final decisions consistent with the terms of this Agreement as to Class Member challenges over the calculation of their estimated Workweeks and/or PAGA Pay Periods, which shall be calculated based on the data provided by Defendants (dates of employment during the pertinent periods). The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Within three weeks of the Response Deadline, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court in support of the Motion for Final Approval attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, the mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the names of the individuals who submitted timely and valid Requests for Exclusion from Settlement, and the number of written objections to the Settlement. Upon request, the Administrator shall also provide to Class Counsel and Defense Counsel authenticated copies of every written objection and Request for Exclusion that it received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.
- 7.8.6 Final Distribution Report by Settlement Administrator. Within 10 days after

the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of timely and valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement by providing written notice to Class Counsel. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred up to that point. Defendant must notify Class Counsel and the Court of its election to withdraw within seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").
 - 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment and Class Representative Service Payments as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted in the two Actions; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Wells and/or Navarro Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement.)

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of

Settlement is filed, they will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or with words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members or to communicate in confidence with prospective third party administrators about serving as the "Administrator" in this case.

- 11.3 Neutral Employment Reference: Defendant agrees that it will adhere to its existing neutral reporting policy regarding any future employment references related to the Plaintiffs who are or may become former employees. In the event that any employers or potential employers of Plaintiffs request a reference from Defendant regarding a Plaintiff's employment with Defendant, Defendant shall respond only to provide the requested dates of employment and position held. Defendant shall not refer to the Actions or this Settlement.
- 11.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members or Defendant's right to communicate with its current/former employees
- 11.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.6 Attorney Authorization. Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the

Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 11.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.9 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties, and approved by the Court.
- 11.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.15 Limited Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 11.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.17 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs:

MATERN LAW GROUP, PC

Matthew J. Matern (mmatern@maternlawgroup.com)
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To Defendant:

GREEN & ROBERTS LLP

Maria Roberts (mroberts@greeneroberts.com)
Dessi Day (dday@greeneroberts.com)
402 West Broadway, Suite 1025
San Diego, California 92101
Telephone: (619) 398-3400
Facsimile: (619) 330-4907

- 11.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and 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.

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Wells v. San Geronio Memorial Hospital (Case No. RIC1903057) *Navarro v. San Geronio Memorial Hospital (Case No. CVRI2101033)*

This Amended Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between Plaintiffs Wilbert Wells, Paul Vu, Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas, Jr., Luis Lomeli, Mariah Bravo, Slyvira Brewer, and Sherry Morrow (collectively “Plaintiffs”) and Defendant San Geronio Medical Hospital (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

- 1.1. “Actions” refers collectively to the *Wells* Action (Riverside Superior Court Case No. RIC1903057) and the *Navarro* Action (Riverside Superior Court Case No. RIC1903057).
- 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 all current and former employees of Defendant who worked for Defendant as non-exempt employees in California at any time during the PAGA Period.
- 1.5. “Class” means all current and former employees of Defendant who worked for Defendant in California as non-exempt employees at any time during the Class Period.
- 1.6. “Class Counsel” refers, collectively, to Matern Law Group, PC (including Matthew J. Matern and Julia Z. Wells) and Blumenthal Nordrehaug Bhowmik De Blouw LLP (including Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Nicholas J. De Blouw).
- 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.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including each Class Member’s name, last-known mailing address, Social Security number, start and end date of employment, and number of PAGA Pay Periods (if applicable).
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. "Class Notice" means the Notice of Class Action Settlement, which shall be mailed to Class Members in English in the form substantially attached hereto as **Exhibit A** and incorporated by reference into this Agreement, subject to approval by the Court.
- 1.12. "Class Period" means the time period from May 23, 2015, to February 20, 2023.
- 1.13. "Class Representatives" refers to Plaintiffs Wilbert Wells, Paul Vu, Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas, Jr., Luis Lomeli, Mariah Bravo, Slyvira Brewer, and Sherry Morrow.
- 1.14. "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.15. "Court" means the Superior Court of California, County of Riverside.
- 1.16. "Defendant" means named Defendant San Gorgonio Memorial Hospital.
- 1.17. "Defense Counsel" means Green & Roberts, LLP, including Maria C. Roberts and Dessi Day.
- 1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.
- 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
- 1.21. "Judgment" means the Judgment to be entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. "Gross Settlement Amount" means Three Million Dollars and Zero Cents (\$3,000,000.00). The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses.
- 1.23. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net

- Settlement Amount, which shall be calculated according to his or her estimated number of Workweeks worked during the Class Period, which shall be determined based upon his or her dates of employment during the Class and PAGA Periods.
- 1.24. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties to be paid to Aggrieved Employees, which share shall be calculated according to the number of Pay Periods worked during the PAGA Period.
 - 1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.
 - 1.26. "LWDA" means the California Labor and Workforce Development Agency as identified in Labor Code section 2699, subd. (i).
 - 1.27. "LWDA PAGA Payment" means the 75% portion of the total amount allocated towards PAGA Penalties, which shall be paid to the LWDA pursuant to Labor Code section 2699, subd. (i).
 - 1.28. "Navarro Action" means the lawsuit styled *Daniel Navarro, et al. v. San Gorgonio Memorial Hospital* (Riverside Superior Court Case No. CVRI2101033), which was originally filed March 1, 2021.
 - 1.29. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts, subject to approval by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
 - 1.30. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely written Request for Exclusion.
 - 1.31. "Notice Packet" shall collectively refer to the Class Notice in substantially the form attached hereto as Exhibit A, and the Exclusion Form in substantially the form attached hereto as Exhibit B, which shall be collectively sent to all Class Members as set forth below.
 - 1.32. "Objection" shall mean a written objection to the settlement of class claims, submitted by a Participating Class Member to the Administrator on or before the Response Deadline, or an oral objection made by a Participating Class Member at the Final Approval Hearing.
 - 1.33. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked at least one day for Defendant during the PAGA Period.
 - 1.34. "PAGA Period" means the time period from March 19, 2018, to February 20, 2023
 - 1.35. "PAGA" means the California Private Attorneys General Act of 2004 (Labor Code §§ 2698 et seq.).
 - 1.36. "PAGA Notices" refers, collectively, to Plaintiffs' February 22, 2019 and October 26, 2020 written letters submitted to the LWDA and to Defendant providing notice pursuant to Labor Code § 2699.3, subd.(a).

- 1.37. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount for the resolution of the PAGA claims. Pursuant to the PAGA, seventy-five percent (75%) of the total amount of PAGA Penalties shall be allocated to the LWDA for the LWDA PAGA Payment, and the remaining twenty-five percent (25%) of the total amount of PAGA Penalties shall be allocated towards Individual PAGA Payments to the Aggrieved Employees.
- 1.38. "*Wells Action*" means the lawsuit styled *Wilbert Wells, et al. v. San Gorgonio Memorial Hospital* (Riverside Superior Court Case No. RIC1903057), which was originally filed May 23, 2019.
- 1.39. "Participating Class Member" means a Class Member who does not submit a timely and valid Request for Exclusion from the Settlement.
- 1.40. "Plaintiffs" means Wilbert Wells, Paul Vu, Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas, Jr., Luis Lomeli, Mariah Bravo, Slyvira Brewer, and Sherry Morrow, the named plaintiffs in the Actions.
- 1.41. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.42. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.43. "Released Class Claims" means the claims being released as described in Paragraph 5.2, below.
- 1.44. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3, below.
- 1.45. "Released Parties" means: Defendant and each of its former and present officers, directors, agents, and employees.
- 1.46. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member. A Request for Exclusion Form, substantially in the form attached hereto as Exhibit B, shall be mailed to Class Members in conjunction with the Class Notice.
- 1.47. "Response Deadline" means the date that is sixty (60) calendar days after the Administrator mails the Notice Packets to Class Members, and shall be the last date on which Class Members may submit Requests for Exclusion or Objections to the Settlement. Class Members to whom Notice Packets are re-mailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days from when the Response Deadline has expired to submit any such Request for Exclusion or written Objection.

- 1.48. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.49. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On February 22, 2019, Plaintiff Wilbert Wells gave timely written notice to Defendant and the LWDA of alleged violations of the California Labor Code and of his intent to seek civil penalties under PAGA pursuant to Labor Code section 2699.3, subd. (a).
- 2.2. On May 23, 2019, Plaintiff Wilbert Wells commenced the *Wells* Action by filing a putative class action and representative lawsuit against Defendant alleging putative class claims for: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Maintain Required Records; (7) Failure to Furnish Accurate Itemized Wage Statements; (8) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; (9) Unfair and Unlawful Business Practices; and (10) Penalties under the Labor Code Private Attorneys General Act, as Representative Action. On August 30, 2021, the operative Second Amended Complaint was filed in the *Wells* Action which added Paul Vu as an additional named plaintiff and proposed representative.
- 2.3. On October 26, 2020, Plaintiffs Daniel Navarro, Andrew Ortega, Davitshea Singletary, and Kareen Terry gave timely written notice to Defendant and the LWDA of alleged violations of the California Labor Code and of their intent to seek civil penalties under PAGA pursuant to Labor Code section 2699.3, subd. (a).
- 2.4. On March 1, 2021, Plaintiffs Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Balgovich, Pedro Vargas, Jr., and Luis Lomeli commenced the *Navarro* Action, a putative class action and representative lawsuit which alleged the following causes of action as putative class claims: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, et seq.; (3) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.2; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable Wage Order; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; as well as a representative cause of action for Violation of the Private Attorneys General Act [Labor Code §§ 2698, et seq. On May 2, 2022, a Third Amended Complaint was filed in the *Navarro* Action adding Plaintiffs Maria Bravo, Slyvira Brew and Sherry Morro as additional named Plaintiffs and proposed representatives. **The Third Amended Complaint in the *Navarro* Action also includes a sole individual claim which is not included in (and is expressly**

carved out from) the instant Settlement, brought by Plaintiff Daniel Navarro for Retaliation in Violation of Labor Code § 1102.5, et seq., which is severed from the remainder of the claims pled in Navarro Action.

- 2.5. Defendant denies the allegations in the complaints in the Actions, denies any failure to comply with the laws identified in the operative complaints in the Actions, and denies any and all liability for any of the causes of action pled and facts asserted in the Actions.
- 2.6. On July 2, 2021, the Parties participated in a full-day private mediation presided over by the Hon. Ronald S. Prager (Ret.), but the Parties were unable to reach a settlement during the mediation. On September 28, 2022, the Parties participated in a second full-day private mediation presided over by the Hon. Angela M. Bradstreet (Ret.), which ultimately culminated in the issuance of a mediator's proposal. The Parties accepted the Mediator's Proposal on or about October 4, 2022, subject to the Parties entering into a more detailed long-form settlement Agreement and approval by the Court.
- 2.7. Prior to mediation, Plaintiffs, through Class Counsel, conducted an investigation through extensive formal discovery spanning several years into the underlying facts, events, and issues related to the subject matter of the Actions. Class Counsel represent that they have further undertaken an extensive analysis of the legal principles applicable to the claims asserted against Defendant, and the potential defenses thereto. Plaintiffs and Defendant have had an opportunity to evaluate their respective positions on the merits of the claims asserted. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.8. The Court has not yet granted class certification, nor has it set a deadline for Plaintiffs to file a motion for class certification.
- 2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant agrees to pay the Gross Settlement Amount of Three Million Dollars and Zero Cents (\$3,000,000) and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiffs: Class Representative Service Payments of not more than \$12,500 each to Plaintiff Wilbert Wells and Plaintiff Paul Vu (the two named plaintiffs in the *Wells* Action), and Class Representative Service Payments of not more than \$10,000 each to Plaintiffs Daniel Navarro, Andrew Ortega, Davitshea Singletary, Kareem Terry, John Nelson, Richard Vasquez, Joseph Charogoff, Martin Felix, Sam Blagovich, Pedro Vargas, Jr., Luis Lomeli, Mariah Bravo, Sylvira Brewer, and Sherry Morrow (the plaintiffs in the *Navarro* Action). The Class Representative Service Payments shall be in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Members and Aggrieved Employees. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. Plaintiffs will seek Court approval of any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments in less than the amount requested, the Administrator will allocate the remainder of the requested Class Representative Service Payments to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of one-third of the Gross Settlement Amount, or One Million Dollars and Zero Cents (\$1,000,000, i.e., 1/3 of \$3,000,000), plus a Class Counsel Litigation Expenses Payment in an amount of up to One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000). Ninety percent (90%) of the Class Counsel Fees Payment (i.e., \$900,000.00) shall be paid to Matern Law Group, PC, and ten percent (10%) of the Class Counsel Fees Payment (i.e., \$100,000.00) shall be paid to Blumenthal Nordrehaug Bhowmik De Blouw LLP. Defendant takes no position on how Plaintiffs and their lawyers recommend and/or decide allocation of the Gross Settlement Amount, subject to Court approval. Plaintiffs and/or Class Counsel will file a motion seeking approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$75,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than the amount requested, or the Court approves payment less than \$75,000, the remaining portion of the amount allocated towards Administration Expenses remain a part of the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: Each Class Member's Workweeks shall be calculated by the Administrator based on the start and end dates of his or her employment during the Class and PAGA Periods. Each Participating Class Member shall receive an Individual Class Payment, which shall be calculated on a pro rata basis

as follows: By (1) dividing the Net Settlement Amount by the estimated total number of Workweeks worked by all Participating Class Members during the Class Period; and (2) multiplying the result by each individual Participating Class Member's estimated Workweeks.

- 3.2.4.1. Tax Allocation of Individual Class Payments. One-fourth (25%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining three-fourths percent (3/4) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. Any amounts that Non-Participating Class Members may have been eligible to receive as Individual Class Payments shall remain a part of the Net Settlement Amount to be distributed to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: The Gross Settlement includes PAGA Penalties in the total amount of Sixty-Thousand Dollars and Zero Cents (\$60,000), of which 75% (\$45,000) shall be allocated to the LWDA PAGA Payment, and the remaining 25% (\$15,000) of the PAGA penalties shall be allocated towards Individual PAGA Payments to the Aggrieved Employees.
 - 3.2.5.1. The Administrator will calculate each Aggrieved Employee's Individual PAGA Payment on a pro rata basis, based on his or her respective number of PAGA Pay Periods, by (1) dividing the amount of the Aggrieved Employees' 25% share of the total PAGA Penalties (i.e., \$15,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (2) multiplying the result by each individual Aggrieved Employee's respective number of PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Class Members' Workweeks will be determined based upon employees' start and end dates, as provided by Defendants within the Class and PAGA Periods. Aggrieved Employees' Pay Periods will be determined, to the extent possible, based on Aggrieved Employees' pay periods worked during the PAGA Period.
- 4.2. Class Data. Within 21 calendar days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data on a confidential basis solely to the Administrator, in the form of a Microsoft Excel spreadsheet. The Administrator shall maintain the Class Data in strict confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and shall restrict access to the Class Data to Administrator employees who need access to the Class Data to effect this Agreement and to destroy the data within 180 days of entry of judgment on the settlement. If at any time before judgment on the settlement is issued, Defendant discovers that the Class Data omitted class member identifying information, it will notify the Administrator and Class Counsel right away, and provide corrected or updated Class Data as soon as reasonably feasible.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator, by the later of either (1) July 30, 2023, or (2) 45 days after notice of entry of Final Approval. In the event the date of funding of the Gross Settlement Amount precedes the Effective Date, the Administrator shall deposit the Gross Settlement Amount into an interest-bearing account until payments from the Gross Settlement Amount are distributed.
- 4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after the Effective Date, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. Any checks for Individual Class Payments and/or Individual PAGA Payments shall remain negotiable for 180 days after the date of mailing ("void date") The face of each check shall prominently state the date (i.e., 180 days after the date of mailing) when the check will be voided. The Administrator shall mail a reminder postcard to all Participating Class Member and/or Aggrieved Employee whose Settlement distribution checks have not been negotiated within 60 days after the date of the mailing of the checks. The Administrator will cancel all checks that remain uncashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating

Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The envelopes transmitting any checks for Individual Class Payments and/or Individual PAGA Payments shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. If (i) any of the Class Members and/or Aggrieved Employees are current employees of Defendant, (ii) the Settlement checks mailed to those individuals are returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid mailing address, then the Administrator shall arrange with the Defendant to have those Settlement checks delivered to the Class Members and/or Aggrieved Employees at their place of employment. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
 - 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:
- 5.1 Plaintiffs' Release. Upon entry Final Judgment and funding of the Gross Settlement Amount, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) any and all claims, wages, penalties, interest, debts, demands, rights, liabilities, costs, compensation, damages, injunctive and/or declaratory relief, attorneys' fees,

actions, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the Actions and arising at any time during the Class Period, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid minimum wages, off-the-clock work violations, unpaid overtime, failure to provide meal periods, failure to provide rest periods, unreimbursed business expenses, wage statement violations, failure to timely pay wages, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and violations under the related provisions of the Labor Code including but limited to Labor Code §§ 200-204, 208, 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order, and Fair Labor Standards Act; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the operative complaints in the Action, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below, and (c) the Settlement Administrator shall include language on all Settlement Payments that informs the Class Members that the signing and negotiation of that check shall serve as the Class Member's consent to join the Action for purposes of releasing all claims arising under the Fair Labor Standards Act and claims alleged in the Actions, or related to the claims stated or that could have been stated in the Action, implicitly or explicitly. ("Plaintiffs' Release."). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remains effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

Notwithstanding the foregoing, nothing in this Agreement shall operate in any way to release Plaintiff Daniel Navarro's Individual Retaliation claims pursuant to Cal. Labor Code § 1102.5, et. seq., which are severed from the remainder of the claims pled in the Navarro Action and are exempt from this Agreement.

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

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

- 5.1.2 Notwithstanding the foregoing release language, nor any other language or provision of this agreement, nothing in this Agreement shall operate in any way to release Plaintiff Daniel Navarro's Individual claims for Retaliation pursuant to Cal. Labor Code § 1102.5, et. seq
- 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: Upon entry Final Judgment and funding of the Gross Settlement Amount, all Participating Class Members who are not Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all any and all claims and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the Actions and arising at any time during the Class Period, including but not limited to all state wage and hour claims (including all claims under the California Labor Code) for unpaid minimum wages, off-the-clock work violations, unpaid overtime, failure to provide meal periods, failure to provide rest periods, unreimbursed business expenses, wage statement violations, failure to timely pay wages, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages, and violations under the related provisions of the Labor Code including Labor Code §§ 200-204, 208, 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802, derivative claims under California Business & Professions Code §§ 17200 et seq., and claims under the governing Wage Order. Participating Class Members who cash their settlement checks will also be deemed to have joined in the release of claims arising under Fair Labor Standards Act ("FLSA") alleged in or arising from the facts alleged in the complaints in the Actions, and the Settlement Administrator shall include language on all Settlement Payments that informs the Class Members that the signing and negotiation of that check shall serve as the Class Member's consent to join the Action for purposes of releasing claims arising under the FLSA. The release by Participating Class Members who are not Aggrieved Employees is limited to claims arising during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
- 5.3 Release by Participating Class Members Who Are Aggrieved Employees: Upon entry of Final Judgment and funding of the Gross Settlement Amount, all Participating Class Members who are Aggrieved Employees shall release the claims set forth in section 5.2, above, as well as all associated claims for PAGA penalties for meal break violations, rest break violations, unpaid wages, off the clock work, wage statement violations, failure to reimburse necessary expenses, failure to keep required records, waiting time penalties and failure to pay all wages due upon termination, and California Labor Code sections 201-204, 210, 221, 223, 224, 225.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, *et seq.* The release by Participating Class Members who are Aggrieved Employees is limited to claims arising during the Class Period.
- 5.4 Judgment Binding as to Aggrieved Employees Who Are Not Participating Class Members: Upon entry of the Final Judgment and funding of the Gross Settlement Amount, Aggrieved Employees will be deemed to be bound by the judgment entered on the Released PAGA claims, including all claims for PAGA penalties for meal break violations, rest break

violations, unpaid wages, off the clock work, wage statement violations, failure to reimburse necessary expenses, failure to keep required records, waiting time penalties and failure to pay all wages due upon termination, and California Labor Code sections 201-204, 210, 221, 223, 224, 225.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2698, *et seq.*, irrespective of whether or not they opted out of the settlement of the Class Claims.

6. MOTION FOR PRELIMINARY APPROVAL.

Plaintiffs shall file a Motion for Preliminary Approval of the Settlement which complies with the requirements set forth in the operative Case Management Order in the *Wells* Action on June 19, 2019 (“Case Management Order”).

- 6.1 Defendant’s Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, Defense counsel will deliver to Class Counsel a signed Declaration from Defendant that (1) satisfies the requirements of the Case Management Order at page 9, section H(3)(b) (including but not limited to, by identifying and describing any overlapping litigation, and any conflict with the proposed Administrator and/or recipient of funds associated with uncashed checks); and (2) attests to the likely age, education, and experience of the Class Members, and of Class Members’ ability to read and comprehend English.
- 6.2 Plaintiffs’ Responsibilities. Plaintiffs’ counsel will prepare all documents necessary for obtaining Preliminary Approval, including the notice of motion, memorandum in support of the motion, [proposed] Preliminary Approval Order, and a declaration which comports with the requirements set forth in Section H of the Case Management Order.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer

Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks (as calculated based upon Class Members’ dates of employment), and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than [14] days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packets, substantially in the forms attached to this Agreement as Exhibit A and Exhibit B. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of estimated Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Notice Packets, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Notice Packets returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packets using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice Packets to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Notice Packets to Class Members whose Notice Packets are returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline otherwise provided in the Class Notice for all Class Members whose Notice Packets are re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Notice Packet.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or discovers any persons who believe they should have been included in the Class Data and should have received a Notice Packet, the Parties will expeditiously meet and confer in person or by telephone, and in a good faith effort, to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Notice Packet requiring them to exercise options under this Agreement within 14 days after receipt of the Notice Packet, or by the Response Deadline,

whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must mail a signed and dated Request for Exclusion to the Administrator at the address specified in the Notice Packet, postmarked on or before the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion Form, substantially in the form attached hereto as Exhibit B, shall be included in the Notice Packet, and may be utilized by Class Members to request exclusion from the Settlement. All Requests for Exclusion shall include a statement that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, telephone number, and must be signed and dated by the Class Member or his or her legal representative. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees shall still be bound by the judgment as identified in Paragraph 5.4 and shall receive an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of estimated Workweeks and/or PAGA Pay Periods (if any) allocated to him or her in the Class Notice. The Class Member may challenge the allocation by contacting the Administrator at the telephone number included in the Class Notice. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the

absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's respective number of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall provide copies of all challenges to calculations of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel upon request.

7.7 Objections to Settlement.

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement (excluding the PAGA Released Claims), including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or the Class Representative Service Payments.
- 7.7.2 Participating Class Members may send written objections to the Administrator at the address listed in the Notice, postmarked on or before the Response Deadline. Class Members' written objections shall include the objecting Settlement Class Member's full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is represented by counsel, the name and address of his or her counsel. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the Settlement. Settlement Class Members and Aggrieved Employees may not object to or opt-out of the Settlement with respect to the PAGA Released Claims. A Participating Class Member who elects to send a written objection to the Administrator must mail the objection to the Administrator postmarked on or before the Response Deadline.
- 7.7.3 Failure to Object. Any Settlement Class Member who desires to object to the Released Class Claims in the Settlement but fails to timely submit a written objection or appear at the Final Approval Hearing to state his or her objection shall waive any right to object and will be foreclosed from making any objection to this Settlement.
- 7.7.4 Responses to Objections. Counsel for the Parties may file a response to any written objections submitted by objecting Settlement Class Members before the date of the Final Approval Hearing.
- 7.7.5 Non-Participating Class Members have no right to object to the Settlement.

- 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.8.1 Website and Toll-Free Number. The Administrator will post documents and information of interest to Class Members on its website, including the date (or continued date) of any Final Approval Hearing, the Settlement Agreement, Preliminary Approval Order, and the Final Approval and the Judgment. The Administrator will also maintain and monitor a toll-free telephone number to receive Class Member calls.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion to ascertain their validity. Not later than 5 calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion. Upon request, the Administrator shall also promptly e-mail to Class Counsel and Defense Counsel copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator shall provide weekly reports to Class Counsel and Defense Counsel that, among other things, indicate the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, number of objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has authority to address and make final decisions consistent with the terms of this Agreement as to Class Member challenges over the calculation of their estimated Workweeks and/or PAGA Pay Periods, which shall be calculated based on the data provided by Defendants (dates of employment during the pertinent periods). The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Within three weeks of the Response Deadline, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court in support of the Motion for Final Approval attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, the mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the names of the individuals who submitted timely and valid Requests for Exclusion from Settlement, and the number of written objections to the Settlement. Upon request, the Administrator shall also provide to Class Counsel and Defense Counsel authenticated copies of every written objection and Request for Exclusion that it received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court.
- 7.8.6 Final Distribution Report by Settlement Administrator. Within 10 days after

the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of timely and valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement by providing written notice to Class Counsel. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred up to that point. Defendant must notify Class Counsel and the Court of its election to withdraw within seven (7) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").
 - 9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
 - 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment and Class Representative Service Payments as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

11. **ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted in the two Actions; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Wells and/or Navarro Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement.)

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of

Settlement is filed, they will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or with words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members or to communicate in confidence with prospective third party administrators about serving as the "Administrator" in this case.

- 11.3 Neutral Employment Reference: Defendant agrees that it will adhere to its existing neutral reporting policy regarding any future employment references related to the Plaintiffs who are or may become former employees. In the event that any employers or potential employers of Plaintiffs request a reference from Defendant regarding a Plaintiff's employment with Defendant, Defendant shall respond only to provide the requested dates of employment and position held. Defendant shall not refer to the Actions or this Settlement.
- 11.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members or Defendant's right to communicate with its current/former employees
- 11.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.6 Attorney Authorization. Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the

Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 11.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.9 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties, and approved by the Court.
- 11.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.15 Limited Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.
- 11.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.17 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a

weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs:

MATERN LAW GROUP, PC

Matthew J. Matern (mmatern@maternlawgroup.com)
Julia Z. Wells (jwells@maternlawgroup.com)
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (norm@bamlawca.com)
Kyle R. Nordrehaug (kyle@amlawca.com)
Aparajit Bhowmik (aj@amlawca.com)
Nicholas J. De Blouw (DeBlouw@amlawca.com)
2255 Calle Clara
La Jolla, California 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant:

GREEN & ROBERTS LLP

Maria Roberts (mroberts@greeneroberts.com)
Dessi Day (dday@greeneroberts.com)
402 West Broadway, Suite 1025
San Diego, California 92101
Telephone: (619) 398-3400
Facsimile: (619) 330-4907

- 11.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and 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.

11.20 Stay of Litigation. The Parties agree that as of October 4, 2022, the litigation (except for the individual retaliation claim of Daniel Navarro which is not part of this settlement) shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement pursuant to CCP § 583.330, to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

DATED: May 30, 2023 By: 
Wilbert Wells Jr (May 30, 2023 13:56 PDT)
Plaintiff, Wilbert Wells

DATED: By: _____
Plaintiff, Paul Vu

DATED: By: _____
Plaintiff, Daniel Navarro

DATED: By: _____
Plaintiff, Andrew Ortega

DATED: By: _____
Plaintiff, Davitshea Singletary

DATED: By: _____
Plaintiff, Kareem Terry

DATED: By: _____
Plaintiff, John Nelson

DATED: By: _____
Plaintiff, Richard Vasquez

DATED: By: _____
Plaintiff, Joseph Charogoff

DATED: By: _____
Plaintiff, Martin Felix

DATED: By: _____
Plaintiff, Sam Blagovich

DATED: By: _____
Plaintiff, Pedro Vargas, Jr.

DATED: By: _____
Plaintiff, Luis Lomeli

DATED: By: _____
Plaintiff, Mariah Bravo

11.20 Stay of Litigation. The Parties agree that as of October 4, 2022, the litigation (except for the individual retaliation claim of Daniel Navarro which is not part of this settlement) shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement pursuant to CCP § 583.330, to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

DATED: By: _____
Plaintiff, Wilbert Wells

DATED: May 30, 2023 By: 

Paul Vu (May 30, 2023 11:12 PDT)
Plaintiff, Paul Vu

DATED: By: _____
Plaintiff, Daniel Navarro

DATED: By: _____
Plaintiff, Andrew Ortega

DATED: By: _____
Plaintiff, Davitshea Singletary

DATED: By: _____
Plaintiff, Kareem Terry

DATED: By: _____
Plaintiff, John Nelson

DATED: By: _____
Plaintiff, Richard Vasquez

DATED: By: _____
Plaintiff, Joseph Charogoff

DATED: By: _____
Plaintiff, Martin Felix

DATED: By: _____
Plaintiff, Sam Blagovich

DATED: By: _____
Plaintiff, Pedro Vargas, Jr.

DATED: By: _____
Plaintiff, Luis Lomeli

DATED: By: _____
Plaintiff, Mariah Bravo

11.20 Stay of Litigation. The Parties agree that as of October 4, 2022, the litigation (except for the individual retaliation claim of Daniel Navarro which is not part of this settlement) shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement pursuant to CCP § 583.330, to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

DATED: By: _____
Plaintiff, Wilbert Wells

DATED: By: _____
Plaintiff, Paul Vu

DATED: May 31, 2023 By: 
[Daniel Navarro \(May 31, 2023 12:22 PDT\)](#)
Plaintiff, Daniel Navarro

DATED: Jun 6, 2023 By: 
[Andrew Ortega \(Jun 6, 2023 12:59 PDT\)](#)
Plaintiff, Andrew Ortega

DATED: May 30, 2023 By: 
[Tshea Singletary \(May 30, 2023 10:13 PDT\)](#)
Plaintiff, Davitshea Singletary

DATED: May 30, 2023 By: 
[Kareem Terry \(May 30, 2023 09:53 PDT\)](#)
Plaintiff, Kareem Terry

DATED: By: _____
Plaintiff, John Nelson

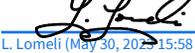
DATED: May 30, 2023 By: 
[Richard Vasquez \(May 30, 2023 14:30 PDT\)](#)
Plaintiff, Richard Vasquez

DATED: May 30, 2023 By: 
[Joseph Charogoff \(May 30, 2023 09:58 PDT\)](#)
Plaintiff, Joseph Charogoff

DATED: Jun 1, 2023 By: 
[Martin Felix \(Jun 1, 2023 11:16 PDT\)](#)
Plaintiff, Martin Felix

DATED: By: _____
Plaintiff, Sam Blagovich

DATED: By: _____
Plaintiff, Pedro Vargas, Jr.

DATED: May 30, 2023 By: 
[L. Lomeli \(May 30, 2023 15:58 PDT\)](#)
Plaintiff, Luis Lomeli

DATED: May 30, 2023 By: 
[Mariah Bravo \(May 30, 2023 18:44 PDT\)](#)
Plaintiff, Mariah Bravo

11.20 Stay of Litigation. The Parties agree that as of October 4, 2022, the litigation (except for the individual retaliation claim of Daniel Navarro which is not part of this settlement) shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement pursuant to CCP § 583.330, to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

DATED: By: _____
Plaintiff, Wilbert Wells

DATED: By: _____
Plaintiff, Paul Vu

DATED: By: _____
Plaintiff, Daniel Navarro

DATED: By: _____
Plaintiff, Andrew Ortega

DATED: By: _____
Plaintiff, Davitshea Singletary

DATED: By: _____
Plaintiff, Kareem Terry

DATED: Jun 8, 2023 By:  _____
John Nelson (Jun 8, 2023 13:55 PDT)
Plaintiff, John Nelson

DATED: By: _____
Plaintiff, Richard Vasquez

DATED: By: _____
Plaintiff, Joseph Charogoff

DATED: By: _____
Plaintiff, Martin Felix

DATED: Jun 6, 2023 By:  _____
Samuel Blagovich (Jun 6, 2023 12:40 PDT)
Plaintiff, Sam Blagovich

DATED: May 30, 2023 By:  _____
Pedro Vargas Jr (May 30, 2023 09:55 PDT)
Plaintiff, Pedro Vargas, Jr.

DATED: By: _____
Plaintiff, Luis Lomeli

DATED: By: _____
Plaintiff, Mariah Bravo

DATED: May 30, 2023

By: 
Sylvira Brewer (May 30, 2023 23:30 PDT)
Plaintiff, Sylvira Brewer

DATED: May 30, 2023

By: 
sherry estevez (May 30, 2023 10:02 PDT)
Plaintiff, Sherry Morrow

DATED:

DEFENDANT SAN GORGONIO MEMORIAL HOSPITAL

By: _____
Annah Karam, Chief Human Resources Officer
San Gorgonio Memorial Hospital

Approved as to Form:

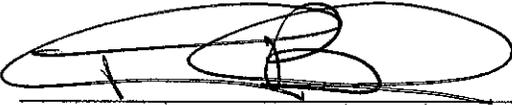
DATED: May 31, 2023

MATERN LAW GROUP, PC

By: 
Matthew J. Matern
Julia Z. Wells
Attorneys for Plaintiffs Wilbert Wells and Paul Vu,
individually and on behalf of others similarly situated

DATED: 6/8/23

**BLUMENTHAL NORDREHAUG BHOWMIK
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By: 
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Andrew Ortega, Davitshea Singletary, Kareem
Terry, John Nelson, Richard Vasquez, Joseph
Charogoff, Martin Felix, Sam Blagovich, Pedro
Vargas, Jr., Luis Lomeli, Mariah Bravo,
Sylvira Brewer, and Sherry Morrow,
individually and on behalf of others similarly
situated

DATED:

GREENE & ROBERTS LLP

By: _____
Maria C. Roberts
Attorney for Defendant San Gorgonio
Memorial Hospital

DATED: By: _____
Plaintiff, Sylvira Brewer

DATED: By: _____
Plaintiff, Sherry Morrow

DATED: June 9, 2023 **DEFENDANT SAN GORGONIO MEMORIAL HOSPITAL**

By: 
Annah Karam, Chief Human Resources Officer
San Gorgonio Memorial Hospital

Approved as to Form:

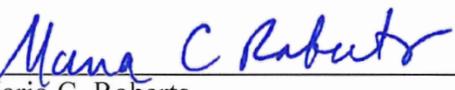
DATED: **MATERN LAW GROUP, PC**

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Attorneys for Plaintiffs Wilbert Wells and Paul Vu,
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DATED: **BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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DATED: June 9, 2023 **GREENE & ROBERTS LLP**

By: 
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Attorney for Defendant San Gorgonio
Memorial Hospital