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9

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17

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **FOR THE COUNTY OF LOS ANGELES**

20 CYNTHIA WILLIAMS, individual on  
behalf of herself and others similarly  
21 situated,

22 Plaintiff,

23 vs.

24 ALHAMBRA HOSPITAL MEDICAL  
CENTER L.P., a California limited  
25 partnership, and DOES 1 through 50,  
inclusive,

26 Defendant.  
27

Case No.: 23STCV29202

CLASS ACTION

Assigned for All Purposes To:

Hon. Carolyn B. Kuhl

Dept.: 12

**CLASS AND PAGA ACTION  
SETTLEMENT AGREEMENT AND  
RELEASE**

Original Complaint Filed: November 30, 2023  
First Amended Complaint Filed: March 26, 2024  
Trial Date: None Set.

1 This Class and PAGA Action Settlement Agreement and Release (“Settlement Agreement”  
2 or “Agreement”) is entered into by and between Plaintiff Cynthia Williams (hereinafter “Plaintiff”),  
3 on behalf of herself and all others similarly situated Settlement Class Members, and Defendant  
4 Alhambra Hospital Medical Center L.P. (“Defendant”). Subject to the approval of the Court, this  
5 Action is hereby being settled pursuant to the terms and conditions set forth in this Settlement  
6 Agreement. Plaintiff will file approval documents asking the Court to make and enter judgment,  
7 subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions,  
8 recitals, and terms set forth herein, which by this reference become an integral part of this  
9 Agreement. This Settlement Agreement shall be binding and supplant any and all prior versions of  
10 agreements entered into by Plaintiff and Defendant.

### 11 DEFINITIONS

12 1. “Action” means the above-captioned action entitled *Cynthia Williams v. Alhambra*  
13 *Hospital Medical Center L.P.*, Los Angeles County Superior Court Case No. 23STCV29202,  
14 currently pending before Hon. Carolyn B. Kuhl in Department 12 Spring Street Courthouse.

15 2. “Class Counsel” means D.Law, Inc., including Emil Davtyan, David Yeremian,  
16 Alvin B. Lindsay, and Melissa Rodriguez.

17 3. “Class Counsel Award” or “Class Counsel Fees and Costs” means attorneys’ fees for  
18 Class Counsel’s litigation and resolution of this Action, and Class Counsel’s expenses and costs  
19 incurred in connection with this Action. Class Counsel will request, and Defendant will not oppose,  
20 that the Court approve an award of attorneys’ fees in an amount not to exceed one-third of the Gross  
21 Settlement (i.e., \$250,000.00), as well as actual costs incurred in an amount not to exceed Twenty  
22 Thousand Dollars (\$20,000.00) to be confirmed by Plaintiff’s Counsel in connection with final  
23 approval. Class Counsel’s attorneys’ fees and costs will be paid out of the Gross Settlement Amount.  
24 To the extent that the Court approves less than the amount of attorneys’ fees or costs that Class  
25 Counsel requests, the difference between the requested and awarded amounts will be added to the  
26 Net Settlement Fund for distribution to the Settlement Class.

27 4. “Class Information” means information regarding Class Members that Defendant  
28 will in good faith compile from its records and provide to the Settlement Administrator. It shall be  
formatted as a Microsoft Excel and shall include: each Class Member’s full name; last 4 digits of

1 social security number; last known address; and number of Compensable Workweeks or information  
2 sufficient to calculate the same. Defendant will diligently and in good faith compile the Class  
3 Information list from its records and provide it to the Settlement Administrator within thirty (30)  
4 calendar days of the Preliminary Approval Date. The Settlement Administrator will then mail the  
5 Class Notices to the Class Members by no later than forty-five (45) days following the Preliminary  
6 Approval Date.

7 5. "Class Member" or "Class" means all current and former hourly-paid and/or non-  
8 exempt employees who worked for Defendant in California during the Class Period (or if any such  
9 person is incompetent, deceased, or unavailable due to military service, the person's legal  
10 representative or successor in interest evidenced by reasonable verification).

11 6. "Class Period" means the time from February 4, 2020 to December 30, 2024.

12 7. "Class Representative Enhancement and Service Award" means the amount that  
13 Class Counsel will request, and the Defendant will not oppose, that this Court approve as an  
14 enhancement award for distribution to Plaintiff as the named Class Representative for the Settlement  
15 Class. The amount of the enhancement award will not exceed Ten Thousand Dollars (\$10,000.00)  
16 and will be requested in recognition of Plaintiff's efforts and risks in assisting with the prosecution  
17 of the Action and in return for executing a release as described below under "Released Claims by  
18 Plaintiff."

19 8. "Compensable Workweeks" means a reasonable estimate of weeks worked by Class  
20 Members during the Class Period based on Defendant's records and used as a value to calculate  
21 Individual Settlement Payments. Compensable workweeks shall include only those weeks an  
22 employee was actively employed as a non-exempt employee of Defendant.

23 9. "Complaint" means the presently operative First Amended Complaint filed in this  
24 Action along with the Second Amended Complaint adding a cause of action for penalties under the  
25 Private Attorneys General Act when it is filed with the Los Angeles Superior Court.

26 10. "Court" means the Superior Court for the County of Los Angeles, State of  
27 California.

28 11. "Defendant" means the named Defendant Alhambra Hospital Medical Center, L.P.

1           12.     “Effective Date of the Release” means the date when all of the following events have  
2 occurred: (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel and  
3 Defendant’s counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement;  
4 (3) the notice of Settlement has been given to the Settlement Class, providing Class Members with  
5 an opportunity to object to the terms of the Settlement or to opt out of the Released Claims; (4) the  
6 Court has held a formal fairness hearing and entered a final order and judgment certifying the  
7 Settlement Class, approving the Stipulation of Settlement, and entering judgment on the Stipulation  
8 of Settlement; and (5) sixty-five (65) calendar days have passed since the Court has entered a final  
9 order and judgment as to the Settlement Class, and approving this Stipulation of Settlement; and (6)  
10 if any appeal, writ or other appellate proceeding opposing the Court’s final order approving the  
11 Stipulation of Settlement has been filed, five (5) business days after any appeal, writ or other  
12 appellate proceedings opposing the Stipulation of Settlement has been finally and conclusively  
13 dismissed with no right to pursue further remedies or relief.

14           13.     “Final Judgment” means the Court’s Final Judgment to be entered concurrently with  
15 the Court’s Order granting final approval to the Settlement.

16           14.     “Gross Settlement Amount” means the non-reversionary payment of Seven Hundred  
17 and Fifty Thousand Dollars (\$750,000.00) (unless increased pursuant below) in full and complete  
18 settlement of this matter, which sum includes all payments to Settlement Class Members, Aggrieved  
19 Employees, Class Counsel’s attorneys’ fees and litigation costs, third-party administration costs,  
20 payment to the Labor Workforce Development Agency (“LWDA”), and the enhancement awards  
21 to Plaintiff. In addition to and separate from the Gross Settlement Amount, Defendant shall pay the  
22 employers’ portion of any payroll taxes on the wage allocation portion of the individual settlement  
23 payments to Settlement Class Members.

24           15.     “Individual Settlement Payment” means the amount payable from the Net Settlement  
25 Fund to each Settlement Class Member and PAGA Aggrieved Employee, less employee portions of  
26 state and federal withholding taxes, including FICA, FUTA, and SDI contributions and any other  
27 applicable payroll deductions required by law as a result of the payment of the amount allocated to  
28 such Class Members under the terms of this Settlement.

1           16.     “LWDA” means the California Labor and Workforce Development Agency, which  
2 is empowered to enforce the Labor Code Private Attorneys General Act, California Labor Code  
3 section 2698, *et seq.* (“PAGA”), has delegated such authority to Plaintiff with regard to the claims  
4 made in this Action through the procedural mechanisms provided for by statute, and which will  
5 receive the LWDA portion of the PAGA Allocation.

6           17.     “Net Settlement Fund” or “Net Settlement Amount” means the balance after  
7 deduction from the Net Settlement Fund of Class Counsel’s attorneys’ fees and litigation costs,  
8 third-party administration costs, the LWDA’s portion of the PAGA Payment, the Aggrieved  
9 Employees’ portion of the PAGA Payment, and the enhancement award to Plaintiff. Each Class  
10 Member who fails to opt-out (“Settlement Class Member”) will be entitled, provisionally, to a share  
11 or shares of the Net Settlement Fund, which shall be a fixed proportional amount of the Net  
12 Settlement Fund per workweek. Each PAGA Aggrieved Employee will be paid his or her  
13 proportionate share of the PAGA Settlement Fund without regard to whether he or she opts out of  
14 the class settlement.

15           18.     “Notice of Class Settlement” or “Class Notice” means the notice, substantially in the  
16 form attached as **Exhibit A**, approved by the Parties and subject to Court approval that the  
17 Settlement Administrator will mail to each Class Member explaining the terms of this Settlement  
18 Agreement and the settlement process.

19           19.     “PAGA” means the California Labor Code Private Attorneys General Act of 2004,  
20 Labor Code § 2698 *et seq.*

21           20.     “PAGA Payment” refers to the \$25,000 of the Gross Settlement Amount that will be  
22 allocated for alleged violations, 75% of the amount (or \$18,750.00) will be payable to the LWDA  
23 and the remaining 25% (\$6,250.00) will be payable on a pro rata basis to the Aggrieved Employees.

24           21.     “PAGA Period” begins one year prior to Plaintiff’s submission of the LWDA letter,  
25 on January 10, 2025, and ends on preliminary approval.

26           22.     PAGA “Aggrieved Employees” means all current and former non-exempt employees  
27 who worked for Defendant in California during the PAGA Period (or if any such person is  
28 incompetent, deceased, or unavailable due to military service, the person’s legal representative or  
successor in interest evidenced by reasonable verification).

1           23.     “PAGA Payment Ratio” means the respective Workweeks during the PAGA Period  
2 for each Aggrieved Employee divided by the sum total of the Workweeks for all Aggrieved  
3 Employees during the PAGA Period.

4           24.     “PAGA Settlement Payment” refers to the amount calculated by the Settlement  
5 Administrator to distribute to each member of the Aggrieved Employees. Any Class Member who  
6 opts out of the Settlement Class will nonetheless receive their PAGA Settlement Payment from the  
7 PAGA Settlement Fund that will be distributed to the Aggrieved Employees and be bound, to the  
8 extent allowed by law, by the LWDA’s release of its claims to PAGA penalties under this  
9 Agreement. In light of the binding nature of a PAGA judgment on non-party employees pursuant to  
10 *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.*  
11 (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of a Settlement Class  
12 Member who exclude themselves from the Settlement shall nonetheless receive a payment for the  
13 amount of each such individual’s estimated share of the Aggrieved Employees’ portion of the PAGA  
14 Payment and shall have released PAGA claims.

15           25.     “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either  
16 Plaintiff or Defendant, individually.

17           26.     “Payment Ratio” means the respective Compensable Workweeks for each Settlement  
18 Class Member divided by the total Compensable Workweeks for all Settlement Class Members.

19           27.     “Plaintiff” refers to Cynthia Williams, named Plaintiff and putative class  
20 representative in this Action.

21           28.     “Preliminary Approval Date” means the date, if any, upon which the Court issues an  
22 Order granting preliminary approval of the Settlement set forth in this Settlement Agreement.

23           29.     “Request for Exclusion” refers to a timely letter submitted by a Class Member setting  
24 forth the individual’s name, present address, telephone number, and a clear statement by the Class  
25 Member electing to be excluded from the Settlement. The letter must be signed and submitted by  
26 the Class Member or their representative to the Settlement Administrator at the specified address  
27 indicated in the Class Notice. A Request for Exclusion must be postmarked on or before the  
28 exclusion deadline. The date of the postmark shall be the exclusive means to determine whether a  
Request for Exclusion has been timely submitted. A Class Member who does not request exclusion

1 from the Settlement shall be deemed a Settlement Class Member and will be bound by all terms of  
2 the Settlement when the Settlement is granted final approval by the Court.

3 30. "Released Claims by Plaintiff" In addition to the Released Claims and as further  
4 consideration for award of the requested Class Representative Enhancements, Plaintiff shall be  
5 bound by a complete and general release of all claims under any and all applicable federal and state  
6 laws and/or regulations as to Released Parties, and shall also be bound by a California Civil Code  
7 section 1542 release and waiver of all claims known and unknown, without exception, except as  
8 may be prohibited by law, such as claims for workers' compensation benefits. California Civil Code  
9 section 1542 reads as follows:

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

15 Plaintiff acknowledges and agrees that she understands fully the statutory language of Civil  
16 Code Section 1542 and, with this understanding, nevertheless elects to, and do hereby assumes all  
17 risks for claims that have arisen, whether known or unknown, which she ever had, or hereafter may  
18 claim to have, arising on or before the date of her signature on this Agreement, and specifically  
19 waives all rights she may have under California Civil Code Section 1542.

20 31. "Released Claims" shall mean and include all claims, debts, liabilities, demands,  
21 obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions  
22 or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued,  
23 under any legal theory under state law for any alleged failure to pay all business expense  
24 reimbursements, wages due (including minimum wage and overtime wages and interests thereon),  
25 failure to pay for all hours worked (including off-the-clock and alleged improper rounding), failure  
26 to pay wages at the proper regular rate of pay, failure to provide meal and authorize and permit rest  
27 periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods,  
28 failure to properly pay meal and rest period premiums, failure to timely pay wages and final wages  
and waiting time penalties, failure to furnish accurate wage statements including claims derivative

1 and/or related to these claims, failure to pay sick pay wages, failure to keep accurate records,  
2 liquidated damages, conversion of wages, statutory and civil penalties, attorney's fees and costs, up  
3 to and including the date of preliminary approval by the Court. This Release shall include claims  
4 that were raised or that reasonably could have been raised based on the facts and allegations in the  
5 Complaint. This Release shall include all claims and theories arising under the applicable  
6 regulations, including Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221,  
7 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194,  
8 1194.2,1194.3, 1197, 1197.1, 1198, 2800, 2802, the Wage Orders of the California Industrial  
9 Welfare Commission, and Business & Professions Code 17200 *et seq.* This release shall apply to all  
10 claims arising at any point during the Class Period. Each member of the Settlement Class will  
11 release their Released Claims against the Released Parties. Upon completion of both funding and  
12 the Effective Date, the Release of the Released Claims will be effective.

13 32. "Released PAGA Claims": refers to all claims pled or could have been pled for  
14 penalties under the PAGA based on the alleged facts and legal claims arising during the PAGA  
15 Period and those identified and addressed in Plaintiff's operative Complaint and the notice letter to  
16 the LWDA including, but not limited to, Labor Code sections 201, 201.3, 202, 203, 204, 210, 218,  
17 218.5, 218.6, 221, 223, 224, 226, 226.2, 226.3, 226.7, 233, 246, 246.5, 248.5, 351, 510, 512, 558,  
18 1174, 1174.5, 1182.12, 1185 1194, 1194.1, 1194.2, 1194.3, 1197, 1197.1, 1198, 1199, 2800, 2802,  
19 and 2698 *et seq.*, and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees  
20 and costs under PAGA, which occurred during the PAGA Period. Defendant will be entitled to  
21 assert this Settlement of the PAGA claims in this Action as a defense to future claims against it for  
22 penalties by the LWDA or under the PAGA on behalf of the LWDA. The Released Parties will also  
23 be entitled to assert this release of PAGA Claims to assert claim or issue preclusion or other effects  
24 if any other PAGA Aggrieved Employees besides Plaintiff bring a subsequent claim on behalf of  
25 the LWDA concerning the same primary rights that were at issue in the present earlier settled PAGA  
26 action on behalf of the State of California and the LWDA. Upon completion of both funding and  
27 the Effective Date, the Release will be effective.

28 33. "Released Parties" are defined as: "Defendant and each of its past, present and future  
agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders,

1 stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations  
2 and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service  
3 providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers,  
4 alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and  
5 all of their respective past, present and future employees, directors, officers, agents, attorneys,  
6 stockholders, fiduciaries, parents, subsidiaries, and assigns.”

7 34. “Response Deadline” means forty-five (45) days after the Settlement Administrator  
8 mails the Class Notice to Class Members and the last date on which Class Members may: (a) submit  
9 a Request for Exclusion; (b) submit an objection to the Settlement; or (c) dispute the information  
10 contained in the Class Notice.

11 35. “Settlement” means the disposition of the Action pursuant to this Agreement.

12 36. “Settlement Administration Costs” means the amount to be paid to the Settlement  
13 Administrator from the Gross Settlement Amount for the administration of this Settlement. The  
14 Settlement Administrator, Apex Class Action LLC, has provided a capped administration quotation  
15 of \$13,000.00, and the Settlement Administration Costs will therefore be and will not exceed  
16 \$13,000.00.

17 37. “Settlement Administrator” means Apex Class Action LLC. Should a conflict of  
18 interest or other issue lead to the disqualification of the selected Settlement Administrator, the  
19 Parties will meet and confer as to a suitable replacement.

20 38. “Settlement Class” or “Settlement Class Member” or “Participating Class Member”  
21 means any person who does not submit a timely and valid request for exclusion.

22 39. “Summary of Workweeks and Estimated Payment” is the information that will be  
23 included in the Class Notice that is sent to each Class Member that sets forth the number of  
24 Compensable Workweeks that the Class Member worked as a non-exempt employee for Defendant  
25 in California during the Class Period and the estimated payment he or she will receive.

26 **RECITALS**

27 40. Plaintiff and the Class worked as hourly, non-exempt employees for Defendant.  
28 Plaintiff filed her Action in Los Angeles County on November 30, 2023, alleging claims for: (1)  
Failure to Pay Minimum Wages and for all Hours Worked; (2) Failure to Pay Wages and Overtime

1 under Labor Code § 510; (3) Meal Period Liability under Labor Code 226.7; (4) Rest-Break Liability  
2 under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code §  
3 221; (7) Violation of Labor Code § 204; (8) Violation of Labor Code § 203; (9) Failure to Maintain  
4 Records Required Under Labor Code §§ 1174, 1174.5; (10) Failure to Reimburse Necessary  
5 Business Expenses Under Labor Code § 2802, and (11) Violation of Business & Professions Code  
6 § 17200 *et seq.* On March 26, 2024, Plaintiff filed the operative First Amended Class Action  
7 complaint, limiting the Class Period to “[a]ll individuals employed by Defendant[] at any time  
8 during the period of February 4, 2020 and ending on a date as determined by the Court” after  
9 learning from Defendant about the prior class action lawsuit against Defendant that settled with a  
10 release during the period from April 2, 2014 to February 3, 2020. Thereafter, the Parties agreed to  
11 mediate Plaintiff’s Class Claims.

12 41. Plaintiff’s counsel provided Defendant’s counsel with a comprehensive listing of  
13 informal discovery items required to constructively mediate. Defendant responded with production  
14 of various documents and data, including (1) Defendant’s employee handbook and stand-alone  
15 employment policies and training documents; (2) Plaintiff’s personnel file; (3) Plaintiff’s  
16 timekeeping and payroll records; and finally (4) an Excel file with a sampling of time data and pay  
17 data for the Class. Prior to mediation, Plaintiff obtained sufficient documents and information to  
18 sufficiently investigate the claims such that Plaintiff’s investigation satisfied the criteria for court  
19 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794, 1801 and  
20 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130.

21 42. The Parties agreed to a class-wide mediation with a well-respected wage and hour  
22 class action mediator, David Phillips, Esq. and completed it on November 30, 2024. After a full day  
23 of negotiation with the assistance of the mediator, they were able to arrive at general terms for  
24 settling all the claims in this action and a release for penalties under PAGA. Plaintiff agreed to file  
25 a letter with the LWDA and will file a Second Amended Complaint when the PAGA claim is ripe,  
26 or prior to that by stipulation of the Parties. This Settlement Agreement is contingent upon the filing  
27 of the agreed to Second Amended Complaint. The filing of the Second Amended Complaint must  
28 be completed prior to, or at the same time as Preliminary Approval of this Settlement Agreement.

1 Following mediation, the Parties subsequently executed a Memorandum of Understanding to that  
2 end.

3 43. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the  
4 expense and length of continued proceedings necessary to litigate their disputes through trial and  
5 through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the  
6 outcome of further litigation and the difficulties and delays inherent in such litigation. Plaintiff and  
7 Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims  
8 asserted in the Action, both generally and in response to Defendant's defenses thereto, and the  
9 difficulties in establishing damages for the Settlement Class Members. Plaintiff and Class Counsel  
10 have also taken into account Defendant's agreement to enter into a settlement that confers  
11 substantial relief upon the members of the Settlement Class. Based on the foregoing, Plaintiff and  
12 Class Counsel have determined that the Settlement set forth in this Settlement Agreement is a fair,  
13 adequate, and reasonable settlement and is in the best interests of the Settlement Class Members.

14 44. Defendant's Reasons for Settlement. Defendant has concluded that any further  
15 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of  
16 Defendant's time, energy, and resources have been and, unless this Settlement is completed, will  
17 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken  
18 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even  
19 though Defendant continues to contend it is not liable for any of the claims alleged by Plaintiff in  
20 this Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth  
21 in this Agreement to put to rest the claims in this Action. As to the Released Claims, Defendant  
22 denies and continues to deny each of those claims. Defendant has repeatedly asserted and continues  
23 to assert defenses thereto and has expressly denied and continues to deny any wrongdoing or legal  
24 liability arising out of any of the facts or conduct alleged in the Action. Defendant denies that it has  
25 engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability  
26 to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be  
27 certified in the Action. Neither the memorandum of understanding nor this Stipulation of Settlement  
28 shall constitute an admission of liability or the accuracy of any allegation made by Plaintiff or her  
counsel. This Agreement is entered into solely for the purpose of compromising highly disputed

1 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of  
2 liability or wrongdoing. This Settlement, and Plaintiff's and Defendant's willingness to settle the  
3 Action will have no bearing on, and will not be admissible in connection with, any litigation between  
4 the parties (other than in connection with this Settlement)

5 45. This Settlement is Fair, Adequate, and Reasonable. The Parties believe this  
6 Settlement to be adequate, fair, and reasonable and have arrived at this settlement after extensive  
7 arms-length negotiation considering all factors. They participated in a day-long mediation with an  
8 experienced mediator and reached this Settlement after consideration of all of the relevant factors.

9 **STIPULATION AND AGREEMENT**

10 46. NOW THEREFORE, in consideration of the mutual covenants, promises, and  
11 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

12 47. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind the  
13 Plaintiff, Settlement Class Members, Aggrieved Employees, and Defendant, subject to the terms  
14 and conditions hereof. Subject to the Court's approval, Plaintiff, Settlement Class Members and  
15 Aggrieved Employees release the Released Parties from the Released Claims for the Class Period,  
16 as of the Effective Date. Plaintiff agrees to release the Released Parties as stated in Paragraphs 30-  
17 32 as of the Effective Date.

18 48. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,  
19 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,  
20 an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written  
21 communication or disclosure between or among the Parties or their attorneys and other advisers, is  
22 or was intended to be, nor shall any such communication or disclosure constitute or be construed or  
23 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230  
24 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,  
25 or its own, independent legal and tax counsel for advice (including tax advice) in connection with  
26 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any  
27 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any  
28 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty  
that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party

1 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax  
2 strategies (regardless of whether such limitation is legally binding) upon disclosure by the  
3 acknowledging party of the tax treatment or tax structure of any transaction, including any  
4 transaction contemplated by this Agreement.

5 49. Class Certification. The Parties stipulate to class certification for purposes of  
6 settlement only. Defendant contends that the facts do not justify class certification under the  
7 governing legal standards. The trial court has not ruled on class certification in the underlying  
8 litigation. Consequently, a "Settlement Class" has been established for purposes of administration  
9 and resolution of this matter only. It is not, and it should not be construed as, any admission of fact  
10 or law in this matter or any other matter that class certification is appropriate. If the Court does not  
11 grant either preliminary or final approval of this settlement, then the Parties revert to their previous  
12 positions and Defendant will not stipulate to class certification.

13 50. Preliminary Approval of Settlement. Plaintiff will move the Court to grant  
14 preliminary approval of this class action Settlement for settlement purposes only, certifying the  
15 Settlement Class for settlement purposes only, and setting a date for a final approval hearing. Both  
16 Parties agree to work diligently and cooperatively to have this matter presented to the Court for  
17 preliminary approval as efficiently as possible.

18 51. Release of Claims by Plaintiff. Pursuant to this Agreement, Plaintiff releases the  
19 "Released Claims by Plaintiff" as of completion of the Effective Date.

20 52. Release of Claims by Settlement Class Members. Pursuant to this Agreement,  
21 Settlement Class Members release the "Released Claims" as of the Effective Date.

22 53. Release of PAGA Claims and the Aggrieved Employees. Upon both funding and the  
23 Effective Date, and in exchange for the consideration set forth in this Agreement, Plaintiff and the  
24 LWDA release the Released Parties from the Released PAGA Claims for the PAGA Period. This  
25 release is applicable as to the PAGA Aggrieved Employees in the sense that the Released Parties  
26 will also be entitled to assert this Settlement of the PAGA claims in this Action provides claim or  
27 issue preclusion if any of the other PAGA Aggrieved Employees besides Plaintiff bring a subsequent  
28 claim on behalf of the LWDA concerning the same Released PAGA Claims that were at issue in the  
present earlier settled PAGA action on behalf of the State of California and the LWDA.

1 Consideration for this preclusion as to the Aggrieved Employees is provided by their PAGA  
2 Settlement Payments.

3 54. Settlement Administration. Defendant will diligently and in good faith compile the  
4 Class Information list from its records and provide it to the Settlement Administrator within twenty  
5 (20) calendar days of the Preliminary Approval Date.

6 55. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the  
7 Settlement Administrator will perform a search based on the National Change of Address Database  
8 to update and correct any known or identifiable address changes. The Settlement Administrator will  
9 then mail the Class Notices via regular First-Class U.S. Mail to the Class Members no later than  
10 forty-five (45) days following the Preliminary Approval Date. The Settlement Administrator shall  
11 exercise its best judgment to determine the current mailing address for each Class Member. The  
12 address identified by the Settlement Administrator as the current mailing address shall be presumed  
13 to be the best mailing address for each Class Member.

14 a. Undeliverable Notices. Any Class Notice returned to the Settlement  
15 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the  
16 forwarding address affixed thereto within ten (10) calendar days of determining that a Notice was  
17 undeliverable. If no forwarding address is provided, the Settlement Administrator shall promptly  
18 attempt to determine a correct address by use of skip-tracing, or other search using the name,  
19 address, and/or last four digits of the Social Security number of the Class Member involved, and  
20 shall then perform a re-mailing, if another mailing address is identified by the Settlement  
21 Administrator. Class Members who receive a re-mailed Notice of Class Settlement and Summary  
22 Sheet shall have their Response Deadline extended ten (10) calendar days from the original  
23 Response Deadline.

24 b. Disputes Regarding Individual Settlement Payments. Class Members will  
25 have the opportunity, should they disagree with Defendant's records regarding the dates of  
26 employment or other information on their Summary of Workweeks and Estimated Payment included  
27 in the Class Notice, to provide documentation and/or an explanation to show contrary information  
28 by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the  
Parties to determine whether an adjustment is warranted. The Settlement Administrator shall then

1 determine the eligibility for, and the amounts of, any Individual Settlement Payments under the  
2 terms of this Agreement. The Settlement Administrator's determination of the eligibility for and  
3 amount of any Individual Settlement Payment shall be binding upon the Class Member and the  
4 Parties. In the absence of circumstances indicating fraud, manipulation, or destruction, Defendant's  
5 records will be given a rebuttable presumption of accuracy.

6 c. Disputes Regarding Administration of Settlement. Any disputes not resolved  
7 by the Settlement Administrator concerning the administration of the Settlement will be resolved by  
8 the Court, under the laws of the State of California. Prior to any such involvement of the Court,  
9 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of  
10 involving the Court.

11 d. Exclusions. The Notice of Class Settlement shall state that Class Members  
12 who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a  
13 Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the  
14 name, address, and telephone number of the person requesting exclusion, as well as a clear statement  
15 by the Class Member electing to be excluded; (2) must be signed by the Class Member; and (3) must  
16 be postmarked by the Response Deadline. The date of the postmark on the return mailing envelope  
17 on the Request for Exclusion shall be the exclusive means used to determine whether it has been  
18 timely submitted. The Request for Exclusion will be deemed invalid if it does not contain the Class  
19 Member's name, address, and telephone number, as well as a clear statement by the Class Member  
20 electing to be excluded, and the Class Member's signature. Any Class Member who requests to be  
21 excluded from the Settlement Class will not be entitled to any recovery under the Settlement and  
22 will not be bound by the terms of the Settlement or have any right to object, appeal, or comment  
23 thereon. Class Members who receive a Notice of Class Settlement but fail to submit a valid and  
24 timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the  
25 Settlement and any Final Judgment entered in this Action. The Settlement Administrator shall  
26 provide the Parties with regular updates regarding the status of any requests for exclusion. Any Class  
27 Member that submits a timely request for exclusion that is also a member of the Aggrieved  
28 Employees Group will still receive their pro rata share of the PAGA Settlement Fund, and in  
consideration, will be bound by the terms relating to the PAGA Released Claims.

1 e. Objections. The Notice of Class Settlement shall state that Class Members  
2 who wish to object to the Settlement must mail to the Settlement Administrator a written statement  
3 of objection (“Notice of Objection”) by the Response Deadline. The date of the postmark on the  
4 return mailing envelope on the Notice of Objection shall be the exclusive means used to determine  
5 whether the Objection has been timely submitted. The Settlement Administrator will notify all  
6 Parties of any objection within five (5) business days of receipt of the Objection. Plaintiff will file  
7 any such Objection(s) with the Court in advance of the Final Approval Hearing. The Notice of  
8 Objection must be signed by the Class Member and state: (1) the full name of the Class Member;  
9 (2) the dates of employment of the Class Member; (3) the basis for the objection; (4) if the Class  
10 Member intends to appear at the final approval hearing; and (5) any legal briefs, papers, or  
11 memoranda the objecting Class Member proposes to submit to the Court. Class Members who fail  
12 to make objections in the manner specified above shall be deemed to have waived any objections  
13 and shall be foreclosed from making any objections (whether by appeal or otherwise) to the  
14 Settlement. Class Members who submit a timely Notice of Objection will have a right to appear at  
15 the final approval hearing in order to have their objections heard by the Court. At no time shall any  
16 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve  
17 written objections to the Settlement or appeal from the Order granting final approval and/or Final  
18 Judgment. Class Counsel shall not represent any Class Members with respect to any such  
19 Objections.

20 f. The Parties have the right to monitor and review administration of the  
21 Settlement to verify that the monies allocated to the Settlement Class are distributed in a correct  
22 amount.

23 g. The Parties agree to use their best efforts to carry out the terms of this  
24 Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage  
25 Class Members to submit either written objections to the Settlement or requests for exclusion from  
26 the Settlement, or to appeal from the Court’s Final Judgment.

27 56. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross  
28 Settlement Amount and also fund the amounts necessary to fully pay Defendant’s share of payroll  
taxes by transmitting the funds to the Administrator no later than fifteen (15) days after the

1 Effective Date. This is a non-reversionary Settlement in which Defendant is required to pay the  
2 entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to  
3 Defendant. Defendant is separately and solely responsible for any employer payroll taxes owed as  
4 a result of this Settlement Agreement. Within fifteen (15) days of the Effective Date, Defendant  
5 will deposit money, in an amount equal to the Gross Settlement Amount, to pay (1) the Settlement  
6 Class per the terms of the final settlement agreement, and (2) court-approved attorneys' fees and  
7 costs, administration costs, and the enhancement payment, and (3) PAGA penalties to be paid to  
8 the LWDA and to the Aggrieved Employees into an interest-bearing account, through the  
9 Settlement Administrator. Any interest accrued will be distributed to the Settlement Class except  
10 that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the  
11 principal and all interest accrued.

12         57.     Allocation of Settlement. Individual Settlement Payments will be paid from the Net  
13 Settlement Fund and shall be paid pursuant to the settlement formula set forth herein. Individual  
14 Settlement Payments shall be mailed by the Settlement Administrator by regular First-Class U.S.  
15 Mail to Settlement Class Members' last known mailing address within ten (10) days of the receipt  
16 of the Gross Settlement Amount from Defendant. Each Class Member who fails to opt-out will be  
17 entitled, provisionally, to a share or shares of the Net Settlement Fund, which shall be a fixed  
18 proportional amount of the Net Settlement Fund per workweek.

19             a.     The Settlement Administrator will calculate the total Compensable  
20 Workweeks for all Settlement Class Members. The respective Compensable Workweeks for each  
21 Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement  
22 Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement  
23 Class Member's Payment Ratio is then multiplied by the Net Settlement Amount to determine his  
24 or her Individual Settlement Payment. Compensable Workweeks shall include only those weeks an  
25 employee was actively employed as a non-exempt employee with Defendant during the Class  
26 Period. Defendant's payroll records shall control, but Class Members will have the right to challenge  
27 their number of workweeks. The parties will work together in good faith with the Settlement  
28 Administrator to resolve any disputes regarding workweeks.

1           b.       Payments to the class will be allocated 30% to wages and 70% to non-wages  
2 (i.e., interest and penalties). The Settlement Administrator will be responsible for issuing to  
3 claimants a form W-2 for amounts deemed “wages” and an IRS Form 1099 for the portions allocated  
4 to penalties and interest. The settlement payment for each Aggrieved Employee shall be allocated  
5 100% as penalties. The Settlement Administrator will be responsible for issuing to claimants an IRS  
6 Form 1099. The recipients of payments pursuant to this Agreement shall be exclusively responsible  
7 for all tax obligations other than the employers’ share of payroll taxes allocated to unpaid wages.

8           c.       Checks issued to Settlement Class Members pursuant to this Agreement shall  
9 remain negotiable for one hundred and eighty (180) calendar days. Any settlement checks that are  
10 not claimed or not negotiated within one hundred eighty (180) calendar days after the distribution  
11 of Individual Settlement Payments to Settlement Class Members shall be void and the funds not  
12 disbursed as a result and will instead be paid to the State Controller’s Office Unclaimed Property  
13 Fund to be held in the name of the Class Member and in accordance with the procedures set forth  
14 in CCP §1520. The Parties agree that this disposition results in no “unpaid residue” under California  
15 Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement  
16 Class Members, whether or not they all cash their Settlement Checks. Therefore, Defendant will not  
17 be required to pay any interest on such amounts. For information on the Unclaimed Property Fund,  
18 and instructions on how to search for and claim unclaimed property held by the State Controller in  
19 the name of the Class members, Class members can go to the State Controller’s web-site at  
20 <https://www.sco.ca.gov/index.html> and click on the Unclaimed Property link to be directed to  
21 [https://www.sco.ca.gov/upd\\_msg.html](https://www.sco.ca.gov/upd_msg.html). The foregoing information regarding searching for a  
22 claiming amount distributed to the Unclaimed Property Fund will also be included in the mailed  
23 Class Notice. The Parties agree that this is the best and most practical method for ensuring the best  
24 chance that any unclaimed funds intended for specific individual class members will find them.  
25 Given that all funds in the Net Fund will be distributed to the participating Class Members and held  
26 in their name in the event they are undeliverable, the Parties submit there is no unpaid residue under  
27 Cal. Code Civ. Proc. § 384 and that no declaration under Cal. Code Civ. Proc. § 382.4 is required.

1           d.     Certification By Settlement Administrator.     Upon completion of  
2 administration of the distributions, the Settlement Administrator shall provide written certification  
3 of such completion to the Court and counsel for all Parties.

4           e.     Settlement Awards Do Not Trigger Additional Benefits. All monies received  
5 by Settlement Class Members shall be deemed to be income to such Settlement Class Members  
6 solely in the year in which such awards are received by the Settlement Class Members. It is expressly  
7 understood and agreed that the receipt of such Settlement Awards will not entitle any Settlement  
8 Class Member to additional compensation or benefits under any company compensation or benefit  
9 plan or agreement in place during the period covered by the Settlement, nor will it entitle any  
10 Settlement Class Member to any increased pension and/or retirement, or other deferred  
11 compensation benefits. It is the intent of this Settlement that any Settlement Awards provided for in  
12 this Agreement are the sole payments to be made by Defendant to the Settlement Class Members in  
13 connection with this Settlement, and that the Settlement Class Members are not entitled to any new  
14 or additional compensation or benefits as a result of having received the Settlement Awards  
15 (notwithstanding any contrary language or agreement in any benefit or compensation plan document  
16 that might have been in effect during the period covered by this Settlement).

17           f.     Class Representative Enhancement and Service Award. Class Counsel will  
18 request and Defendant will not object that the Court approve enhancement awards for distribution  
19 to Plaintiff as the named Class Representative for the Settlement Class. The amount of the  
20 enhancement award will not exceed Ten Thousand Dollars (\$10,000.00). At the time of execution  
21 of the settlement agreement, Plaintiff will each sign a full release of all claims against Defendant,  
22 i.e., the Released Claims by Plaintiff. Defendant agrees not to oppose or object to the Class  
23 Representative Enhancement and Service Award of up to Ten Thousand Dollars (\$10,000.00) to  
24 each Plaintiff, subject to Court approval. The Class Representative Enhancements and Service  
25 Awards shall be paid to Plaintiff no later than ten (10) days following the receipt of the Gross  
26 Settlement Amount by the Settlement Administrator from Defendant. The Settlement Administrator  
27 shall issue an IRS Form 1099 – MISC to Plaintiff in connection with the Class Representative  
28 Service Awards. Plaintiff shall be solely and legally responsible for paying any and all applicable  
taxes on their Class Representative Service Awards and shall hold harmless Defendant and Class

1 Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the Class  
2 Representative Enhancements and Service Awards. Any amount requested by Plaintiff for the Class  
3 Representative Enhancements and Service Awards not granted by the Court shall return to the Net  
4 Settlement Fund and be distributed as provided in this Agreement.

5 g. Class Counsel Award of Attorneys' Fees and Costs. Class Counsel will  
6 request and Defendant will not object that the Court approve an award of attorneys' fees in an  
7 amount not to exceed one-third of the Gross Settlement Amount, or Two Hundred Fifty Thousand  
8 Dollars and Zero Cents (\$250,000.00), as well as actual costs incurred in an amount not to exceed  
9 Twenty Thousand Dollars (\$20,000.00) to be confirmed by Plaintiff's Counsel in connection with  
10 final approval. Class Counsel's attorneys' fees and costs will be paid out of the Gross Settlement  
11 Amount. To the extent that the Court approves less than the amount of attorneys' fees or costs that  
12 Class Counsel requests, the difference between the requested and awarded amounts will be added  
13 to the Net Settlement Fund for distribution to the Settlement Class. Court-approved Attorneys' Fees  
14 and Costs shall be paid by the Administrator to Class Counsel no later than ten (10) days following  
15 the receipt by the Settlement Administrator of the Gross Settlement Amount from Defendant. Class  
16 Counsel shall be solely and legally responsible for paying all applicable taxes on the payment made  
17 pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to  
18 Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent  
19 upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs.

20 h. Settlement Administration Costs. The Settlement Administrator (Apex Class  
21 Action LLC) shall be paid for the costs of administration of the Settlement from the Gross  
22 Settlement Amount no later than ten (10) days following the receipt by the Settlement Administrator  
23 of the Gross Settlement Amount from Defendant. The costs of administration for the disbursement  
24 of the Gross Settlement Amount shall not exceed Thirteen Thousand Dollars (\$13,000.00). The  
25 Settlement Administrator, on Defendant's behalf, shall have the authority and obligation to make  
26 payments, credits, and disbursements, including payments and credits in the manner set forth herein,  
27 to Settlement Class Members calculated in accordance with the methodology set out in this  
28 Agreement and orders of the Court. The Parties agree to cooperate in the Settlement Administration

1 process and to make all reasonable efforts to control and minimize the cost and expenses incurred  
2 in the administration of the Settlement.

3 1. The Parties each represent they do not have any financial interest in  
4 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator  
5 that could create a conflict of interest.

6 2. The Settlement Administrator shall be responsible for: processing and  
7 mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class Members;  
8 performing any translations required for the Class Notice, printing, and mailing the Class Notice  
9 and tax forms to Class Members if directed by the Court; receiving and reporting the requests for  
10 exclusion and objections submitted by Class Members; providing declaration(s) as necessary in  
11 support of preliminary and/or final approval of this Settlement; and other tasks as the Parties  
12 mutually agree or the Court orders the Settlement Administrator to perform. The Settlement  
13 Administrator shall keep the Parties timely apprised of the performance of all Settlement  
14 Administrator responsibilities.

15 i. Payment to the LWDA and Aggrieved Employees (“PAGA Allocation”). The  
16 Parties allocate Twenty-Five Thousand Dollars (\$25,000.00) to PAGA penalties the Labor Code  
17 Private Attorneys General Act of 2004, with 75% of this amount to be paid directly to the LWDA  
18 (\$18,750.00) and 25% of this amount (\$6,250.00 – the PAGA Settlement Fund) to be paid on a pro-  
19 rata basis to the Aggrieved Employees. The PAGA Settlement Payments from the PAGA Settlement  
20 Fund are made pursuant to Labor Code Section 2699(i) and shall also be paid within ten (10) days  
21 of the receipt by the Settlement Administrator of the Gross Settlement Amount. The Settlement  
22 Administrator will identify the Aggrieved Employees members employed during the PAGA Claim  
23 Period and will calculate their PAGA Settlement Payments from the PAGA Settlement Fund by  
24 multiplying each Aggrieved Employee’s PAGA Payment Ratio by the PAGA Settlement Fund.  
25 These payments will be allocated as penalties for payroll purposes and each employee who is a  
26 Settlement Class Member and also a member of the Aggrieved Employees will receive both their  
27 individual settlement payments and their PAGA Settlement Payments. Any Class member who  
28 requests exclusion who is also a member of the Aggrieved Employees will nevertheless receive their  
PAGA Settlement Payment.

1           j.       No person shall have any claim against Defendant, Defendant’s Counsel,  
2 Plaintiff, Settlement Class Members, Class Counsel, or the Settlement Administrator based on  
3 distributions and payments made in accordance with this Agreement.

4           58.     Plaintiff and all Settlement Class Members shall be enjoined from filing or  
5 prosecuting any other cases, claims, suits, or administrative proceedings (including filing claims  
6 with the Division of Labor Standards Enforcement of the California Department of Industrial  
7 Relations) regarding claims released by the Settlement unless and until such Class Members have  
8 served valid and timely Requests for Exclusion with the Settlement Administrator.

9           59.     Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration  
10 of the Response Deadline, with the Court’s permission, a final approval hearing shall be conducted  
11 to determine final approval of the Settlement along with the amount properly payable for: (i) the  
12 Class Counsel Award; (ii) the Class Representative Enhancement and Service Award; (iii) payments  
13 to the LWDA and PAGA Aggrieved Employee Group; and (iv) the Settlement Administration  
14 Costs.

15           60.     Class Size Differential. Based on the Defendant’s payroll data, Class Members  
16 worked a total of approximately 129,922 workweeks between February 4, 2020 and September 30,  
17 2024. Should the qualifying workweeks by the Class Members during the Class Period ultimately  
18 increase by more than 10% (i.e., more than 142,914.), Defendant, at its option, can either choose to:  
19 (1) cut off the end date for the Class Period on which the number of total workweeks exceeds  
20 142,914 or (2) increase the Gross Settlement Amount on a proportional basis equal to the percentage  
21 increase in number of workweeks worked by the Class Members above the 10% (i.e. if there was  
22 an 11% increase in the number of workweeks during the Class Period, Defendant would agree to  
23 increase the Gross Settlement Amount by 1%).

24           61.     Nullification of Settlement Agreement. In the event: (i) the Court does not enter the  
25 Order for preliminary approval of the Settlement; (ii) the Court does not finally approve the  
26 Settlement; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement  
27 does not become final for any other reason, this Settlement Agreement shall be null and void and  
28 any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void  
from the beginning. Defendant also retains the right, in the exercise of their sole discretion, to

1 nullify the settlement and its stipulation to class certification within thirty (30) days after expiration  
2 of the opt-out period if five percent (5%) or more of Class Members opt out of this Settlement. All  
3 signatories and their counsel must not encourage opt-outs. Counsel for the Class Members and  
4 Defendant specifically agree not to solicit opt-outs, directly or indirectly, through any means.

5 62. Notice of Final Judgment. Notice of final judgment will be given to the Class by  
6 posting a notice to the case website maintained by the Settlement Administrator.

7 63. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class  
8 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not  
9 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,  
10 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

11 64. No Admission by Defendant. Defendant denies any and all claims alleged in this  
12 Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission and  
13 shall not be used against Defendant as an admission or indication with respect to any claim of any  
14 fault, concession, or omission by any Defendant.

15 65. Exhibits and Headings. The terms of this Agreement include the terms set forth in  
16 any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any  
17 Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any  
18 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not  
19 constitute a part of this Agreement.

20 66. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
21 except such proceedings necessary to implement and complete the Settlement, in abeyance pending  
22 the Final Approval Hearing to be conducted by the Court.

23 67. Publicity. While the Parties understand that the fact of this settlement will be of  
24 public record in the Courts, the Parties also understand that Defendant wishes to keep it as  
25 confidential as possible. Accordingly, Plaintiff agrees not to publicize this settlement in any way,  
26 including but not limited to communications with other class members by text, social media, or  
27 otherwise; any representations to the public about this settlement, or her role as the class  
28 representative, or her Class Representative Enhancement and Service Award. Class Counsel also  
agrees not to publicize this settlement in any way, including but not limited to naming Defendant

1 on their firms' or individual attorneys' websites, or in any firm or attorney promotional materials,  
2 notice of settlement periodicals, or social media posts; and communications about this settlement  
3 involving Defendant's name with any media outlet or social media platform. Nothing in this  
4 provision shall prevent Class Counsel from communicating with Class Members to effectuate the  
5 settlement or from including information about the lawsuit in future applications for attorneys' fees.

6 68. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the  
7 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance  
8 with this Agreement shall be resolved as follows:

9 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class  
10 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party  
11 has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of  
12 the alleged violation.

13 b. Upon receiving notice of the alleged violation or dispute, the responding  
14 Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the  
15 initiating Party with the reasons why the Party disputes all or part of the allegation.

16 c. If the response does not address the alleged violation to the initiating Party's  
17 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their  
18 differences.

19 d. If Class Counsel and Defendant's Counsel are unable to resolve their  
20 differences after twenty (20) calendar days, either Party shall first contact the mediator to try to  
21 resolve the dispute. If that proves unsuccessful, the Party may file an appropriate motion for  
22 enforcement with the Court.

23 e. Reasonable attorneys' fees and costs for work done in resolving a dispute  
24 under this Section may be recovered by any Party that prevails under the standards set forth within  
25 the meaning of applicable law.

26 69. Amendment or Modification. This Agreement may be amended or modified only by  
27 a written instrument signed by counsel for all Parties or their successors-in-interest.

28 70. Entire Agreement. This Agreement and any attached Exhibits constitute the entire  
Agreement among these Parties, and no oral or written representations, warranties, or inducements

1 have been made to any Party concerning this Agreement or its Exhibits other than the  
2 representations, warranties, and covenants contained and memorialized in the Agreement and its  
3 Exhibits.

4 71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant  
5 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
6 Agreement and to take all appropriate actions required or permitted to be taken by such Parties  
7 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to  
8 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other  
9 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are  
10 unable to reach an agreement on the form or content of any document needed to implement the  
11 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms  
12 of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such  
13 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant  
14 that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and  
15 warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or  
16 part of a claim, covered by this Settlement to a third party.

17 72. Binding on Successors and Assigns. This Agreement shall be binding upon, and  
18 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 73. California Law Governs. All terms of this Agreement and the Exhibits hereto shall  
20 be governed by and interpreted according to the laws of the State of California.

21 74. Counterparts. This Agreement may be executed in one or more counterparts. All  
22 executed counterparts and each of them shall be deemed to be one and the same instrument.

23 75. This Settlement is Fair, Adequate, and Reasonable. The Parties believe this  
24 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
25 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present  
26 and potential.

27 76. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section  
28 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and  
enforcement of the terms of this Agreement and all orders and judgments entered in connection

1 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes  
2 of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all  
3 orders and judgments entered in connection therewith. All terms of this Agreement are subject to  
4 approval by the Court.

5 77. Invalidity of Any Provision. Before declaring any provision of this Agreement  
6 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible  
7 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
8 enforceable.

9 79. Final Order and Judgment. Upon approval of the Settlement, a Final Order and  
10 Judgment shall be entered by the Court which shall, among other things:

11 (a) Grant final approval to the Settlement as fair, reasonable, adequate, in good faith,  
12 and in the best interests of the Class and the PAGA Employees, as a whole, and order the Parties to  
13 carry out the provisions of the Agreement.

14 (b) Award amounts for Plaintiff’s Counsel’s Attorneys’ Fees, Litigation Costs and  
15 Expenses, the Class Representative Enhancement and Service Award, Settlement Administrative  
16 Expenses, and the PAGA payment.

17 (c) Adjudge that the Settlement Class Members and PAGA Employees are upon the  
18 Effective Date conclusively deemed to have released the Defendant and Released Parties pursuant  
19 to this Agreement.

20 (d) Reserve Continuing Jurisdiction as provided in this Agreement.

21 DATED: January 28, 2025

PLAINTIFF

By  B3477EFF995647A...  
Cynthia Williams

24 DATED: January \_\_, 2025

DEFENDANT

By \_\_\_\_\_  
Alhambra Hospital Medical Center, LP  
Title: \_\_\_\_\_

28

1 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes  
2 of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all  
3 orders and judgments entered in connection therewith. All terms of this Agreement are subject to  
4 approval by the Court.

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11 (a) Grant final approval to the Settlement as fair, reasonable, adequate, in good faith,  
12 and in the best interests of the Class and the PAGA Employees, as a whole, and order the Parties to  
13 carry out the provisions of the Agreement.

14 (b) Award amounts for Plaintiff's Counsel's Attorneys' Fees, Litigation Costs and  
15 Expenses, the Class Representative Enhancement and Service Award, Settlement Administrative  
16 Expenses, and the PAGA payment.

17 (c) Adjudge that the Settlement Class Members and PAGA Employees are upon the  
18 Effective Date conclusively deemed to have released the Defendant and Released Parties pursuant  
19 to this Agreement.

20 (d) Reserve Continuing Jurisdiction as provided in this Agreement.

21 DATED: January \_\_, 2025

PLAINTIFF

22 By \_\_\_\_\_  
23 Cynthia Williams

24 DATED: January 28, 2025

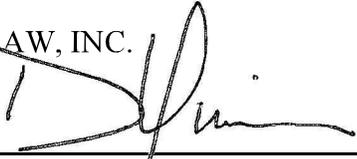
DEFENDANT

25 By  \_\_\_\_\_  
26 Signed by:  
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27 Alhambra Hospital Medical Center, LP  
28 Title: CEO

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DATED: January 28, 2025

D, LAW, INC.

By 

David Yerejian  
Alvin B. Lindsay  
Melissa Rodriguez  
Attorneys for Plaintiff Cynthia Williams and  
Settlement Class

DATED: January 29, 2025

SHEPPARD, MULLIN, RICHTER &  
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By 

Derek R. Havel  
Chenxi Lu  
Attorneys for Defendant Alhambra  
Hospital Medical Center, L.P.