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11 Attorneys for Plaintiffs

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF ALAMEDA**

14 MARINA GONZALEZ, and KATHERINE  
15 HALLUM, individuals, on behalf of  
16 themselves, and on behalf of all persons  
similarly situated,

17 Plaintiff,

18 v.

19 ORTHOPAEDIC AND NEUROLOGICAL  
20 REHABILITATION, SPEECH  
PATHOLOGY, INC. a California corporation;  
21 ORTHOPAEDIC AND NEUROLOGICAL  
REHABILITATION, INC., a California  
22 corporation; EMPOWERME WELLNESS,  
23 LLC, a Missouri limited liability company; and  
DOES 1-50, Inclusive,

24 Defendants.

Case No. 23CV033481

[Complaint Filed: May 17, 2023]

**STIPULATION OF SETTLEMENT OF  
CLASS AND PAGA ACTION CLAIMS  
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is  
2 entered into by and between Plaintiff Marina Gonzalez (“Plaintiff Gonzalez”) and Plaintiff Katherine  
3 Hallum (“Plaintiff Hallum”) (collectively, “Plaintiffs”), individuals, on behalf of themselves, and on  
4 behalf of all persons similarly situated, and in their representative capacity on behalf of the State of  
5 California and the Aggrieved Employees, and Orthopaedic and Neurological Rehabilitation, Speech  
6 Pathology, Inc. (Defendant “ONRSP”), Defendant Orthopaedic and Neurological Rehabilitation,  
7 Inc. (“Defendant “ONR”), and Defendant Empowerme Wellness, LLC (Defendant “EmpowerMe”) (collectively “Defendants”):

9 **I. DEFINITIONS**

- 10 A. “Action” shall mean the putative class and representative action lawsuit designated  
11 *Marina Gonzalez v. Orthopaedic and Neurological Rehabilitation, Speech*  
12 *Pathology, Inc., et al.*, Alameda County Superior Court, Case No. 23CV033481, filed  
13 May 17, 2023.
- 14 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
15 Class and PAGA Action Claims and Release of Claims.
- 16 C. “Aggrieved Employees” means all current and former non-exempt employees who  
17 worked for Defendant ONRSP and/or ONR and/or Defendant EmpowerMe in  
18 California at any time during the PAGA Period.
- 19 D. “Aggrieved Employee Payment” shall mean the twenty-five percent (25%) of the  
20 PAGA Payment (\$20,000.00) that will be distributed to the Aggrieved Employees as  
21 described in this Agreement.
- 22 E. “Class” or the “Class Members” means all current and former non-exempt employees  
23 who worked for Defendant ONRSP and/or ONR and/or Defendant EmpowerMe in  
24 California at any time during the Class Period.
- 25 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and  
26 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 27 G. “Class Counsel Award” means the award of fees and expenses that the Court  
28 authorizes to be paid to Class Counsel for the services they have rendered to

1 Plaintiffs, the Class Members and the Aggrieved Employees in the Action, consisting  
2 of attorneys' fees not to exceed one-third of the Gross Settlement Amount, currently  
3 estimated to be \$628,333.33 out of \$1,885,000.00, plus costs of up to \$40,000.00.  
4 Attorneys' fees will be divided between Class Counsel in the following percentages  
5 (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

6 H. "Class Data" means information regarding Class Members that Defendants will in  
7 good faith compile from its records and provide to the Settlement Administrator. It  
8 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class  
9 Member's full name; last known address; Social Security Number; start dates and end  
10 dates of employment.

11 I. "Class Period" means the period from May 17, 2019, through the earlier of February  
12 1, 2025, or the date in which the total workweeks worked by the class members  
13 reaches 174,000.

14 J. "Class Representatives" shall mean Plaintiff Marina Gonzalez ("Plaintiff Gonzalez")  
15 and Plaintiff Katherine Hallum ("Plaintiff Hallum").

16 K. "Court" means the Superior Court for the State of California, County of Alameda  
17 currently presiding over the Action.

18 L. "Defendants" shall mean Orthopaedic and Neurological Rehabilitation, Speech  
19 Pathology, Inc. (Defendant "ONRSP"), Defendant Orthopaedic and Neurological  
20 Rehabilitation, Inc. ("Defendant "ONR"), and Defendant EmpowerMe Wellness,  
21 LLC (Defendant "EmpowerMe").

22 M. "Effective Date" means the earliest date, following entry by the Court of an order  
23 and judgment finally approving this Settlement, upon which one of the following have  
24 occurred: (i) if no objection is filed to the settlement and no objector appears at the  
25 hearing on final approval, sixty (60) calendar days after the Court's entry of the order  
26 granting final approval, (ii) if an objection is filed to the settlement and/or an objector  
27 appears at the hearing on final approval, then the earlier of the following: (a) the  
28 expiration of all potential appeal periods without a filing of a notice of appeal of the

1 final approval order or judgment; (b) final affirmance of the final approval order and  
2 judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or  
3 denial of all such appeals (including any petition for review, rehearing, certiorari,  
4 etc.) such that the final approval order and judgment is no longer subject to further  
5 judicial review.

6 N. "Funding Date" shall mean the date by which Defendants have paid the entire Gross  
7 Settlement Amount to the Settlement Administrator in accord with the terms of this  
8 Agreement. Defendants will pay the Gross Settlement Amount to the Settlement  
9 Administrator within five (5) calendar days of the Effective Date.

10 O. "Gross Settlement Amount" means One Million, Eight Hundred Eighty-Five  
11 Thousand Dollars and Zero Cents (\$1,885,000.00) that Defendants must pay into the  
12 QSF in connection with this Settlement, inclusive of the sum of Settlement  
13 Administration Costs, Class Counsel Award, Service Awards, and the PAGA  
14 Payment. The Gross Settlement Amount is all-in with no reversion and *exclusive* of  
15 the employer's share of payroll tax, if any, triggered by any payment under this  
16 Settlement.

17 P. "Individual Settlement Payments" means the amount payable from the Net Settlement  
18 Amount to each Settlement Class Member and excludes any amounts distributed to  
19 Aggrieved Employees pursuant to PAGA.

20 Q. "LWDA" shall mean the Labor and Workforce Development Agency.

21 R. "LWDA Payment" shall mean the seventy-five percent (75%) of the PAGA Payment  
22 (\$60,000.00) payable to the to the LWDA.

23 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class  
24 Counsel Award, Service Awards, PAGA Payment, and Settlement Administration  
25 Costs.

26 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the  
27 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other  
28 than formatting changes to facilitate printing by the Settlement Administrator).

- 1 U. "Operative Complaint" shall mean the Second Amended Complaint which will be  
2 filed by Plaintiffs in connection with this settlement, in the Alameda Superior Court.
- 3 V. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,  
4 Labor Code § 2698 *et seq.*
- 5 W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period  
6 for each Aggrieved Employee divided by the total Pay Periods for all Aggrieved  
7 Employees during the PAGA Period.
- 8 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved  
9 Employee Payment, as defined herein, means the number of pay periods of  
10 employment during the PAGA Period that each Aggrieved Employee worked in  
11 California.
- 12 Y. "PAGA Period" means the period beginning May 17, 2022 through the earlier of  
13 February 1, 2025 or the date in which the number of workweeks worked by the Class  
14 Members reaches 174,000.
- 15 Z. "PAGA Payment" shall mean Eighty Thousand Dollars and Zero Cents (\$80,000.00)  
16 to be allocated from the Gross Settlement Amount for settlement of PAGA Claims  
17 asserted in the Action.
- 18 AA. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean either  
19 Plaintiffs or Defendants, individually.
- 20 BB. "Payment Ratio" means the respective Workweeks for each Class Member divided  
21 by the total Workweeks for all Class Members.
- 22 CC. "Plaintiffs" shall mean Marina Gonzalez ("Plaintiff Gonzalez") and Plaintiff  
23 Katherine Hallum ("Plaintiff Hallum").
- 24 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained  
25 by the Settlement Administrator to fund the Gross Settlement Amount.
- 26 EE. "Released Class Claims" shall mean all the claims alleged or that could have  
27 reasonably been alleged arising out of the facts and allegations in the Operative  
28 Complaint in the Action which occurred during the Class Period, and expressly

1 excluding all other claims, including claims for vested benefits, wrongful termination,  
2 unemployment insurance, disability, social security, workers' compensation, and  
3 class claims outside of the Class Period.

4 FF. "Released PAGA Claims" means all PAGA claims alleged in the Operative  
5 Complaint in the Action and Plaintiffs' PAGA Notices to the LWDA which occurred  
6 during the PAGA Period, and expressly excluding all other claims, including claims  
7 for vested benefits, wrongful termination, unemployment insurance, disability, social  
8 security, workers' compensation, and PAGA claims outside of the PAGA Period.

9 GG. "Released Parties" shall mean Defendants and their attorneys, insurers, reinsurers,  
10 brands, concepts, parents, affiliates, subsidiaries, successors, assigns, and any  
11 individual or entity that could be jointly liable with Defendants.

12 HH. "Response Deadline" means the date forty-five (45) calendar days after the Settlement  
13 Administrator mails Notice Packets to Class Members and the last date on which  
14 Class Members may submit requests for exclusion or objections to the Settlement.  
15 Neither side shall encourage any Class Member to opt out.

16 II. "Service Award" means an award in the amount of \$10,000 or in an amount that the  
17 Court authorizes to be paid to each Class Representative, in addition to their  
18 Individual Settlement Payment and their individual Aggrieved Employee Payment,  
19 in recognition of their efforts and risks in assisting with the prosecution of the Action.

20 JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.

21 KK. "Settlement Administration Costs" shall mean the amount paid to the Settlement  
22 Administrator from the Gross Settlement Amount for administering the Settlement  
23 pursuant to this Agreement currently estimated not to exceed \$18,000.00.

24 LL. "Settlement Administrator" means Apex Class Action LLC, located at 18 Technology  
25 Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement  
26 Administrator establishes, designates, and maintains, as a QSF under Internal  
27 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which  
28 the amount of the Gross Settlement Amount is deposited for the purpose of resolving

1 the claims of Settlement Class Members. The Settlement Administrator shall maintain  
2 the funds until distribution in an account(s) segregated from the assets of Defendants  
3 and any person related to Defendants. *All accrued interest shall be paid and*  
4 *distributed to the Settlement Class Members as part of their respective Individual*  
5 *Settlement Payment.*

6 MM. “Settlement Class Members” or “Settlement Class” means all Class Members who  
7 have not submitted a timely and valid request for exclusion as provided in this  
8 Agreement.

9 NN. “Workweeks,” shall mean any seven (7) consecutive days beginning on Sunday and  
10 ending on Saturday, in which a Class Member is employed by Defendants during the  
11 Class Period in California.

12 **II. RECITALS**

13 A. On May 17, 2023, Plaintiff Gonzalez filed a Class Action complaint in the Alameda  
14 Superior Court, Case No. 23CV033481 (“Class Action”), alleging claims for:

- 15 1. Unfair Competition In Violation Of Cal. Bus. & Prof. Code §17200 *et seq*;
- 16 2. Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194,  
17 1197 & 1197.1;
- 18 3. Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et*  
19 *seq*;
- 20 4. Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§  
21 226.7 & 512 and the Applicable IWC Wage Order;
- 22 5. Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§  
23 226.7 & 512 and the Applicable IWC Wage Order;
- 24 6. Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab.  
25 Code § 226;
- 26 7. Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201,  
27 202 And 203;

1 8. Failure To Reimburse Employees For Required Expenses In Violation Of Cal.  
2 Lab. Code § 2802; and

3 9. Failure To Pay Sick Pay In Violation Of Cal. Lab. Code § 246.

4 B. On May 17, 2023, Plaintiff Gonzalez filed a Notice of Violations with the Labor and  
5 Workforce Development Agency (LWDA) and served the same on Defendants.

6 C. On July 31, 2023, Plaintiff Gonzalez filed a First Amended Complaint to the Class  
7 Action, adding a cause of action for violations of PAGA (the “Action”).

8 D. On June 24, 2024, Plaintiff Hallum filed a Notice of Violations with the Labor and  
9 Workforce Development Agency (LWDA) and served the same on Defendants.

10 E. Pursuant to the terms of this Agreement, Plaintiff agrees to file a Second Amended  
11 Complaint adding Plaintiff Hallum to the Action as an additional Class  
12 Representative. The Second Amended Complaint will become the Operative  
13 Complaint.

14 F. The Class Representatives believe they have claims based on alleged violations of the  
15 California Labor Code, and the Industrial Welfare Commission Wage Orders, and  
16 that class certification is appropriate because the prerequisites for class certification  
17 can be satisfied in the Class Action, and this action is manageable as a PAGA  
18 representative action.

19 G. Defendants deny any liability or wrongdoing of any kind associated with the claims  
20 alleged in the Action, disputes any wages, damages, and penalties claimed by the  
21 Class Representatives alleged in the Operative Complaint, and/or alleged in the Class  
22 Representative’s PAGA notices to the LWDA are owed, and further contend that, for  
23 any purpose other than settlement, the Action is not appropriate for class or  
24 representative action treatment. Defendants contend, among other things, that at all  
25 times they complied with the California Labor Code and the Industrial Welfare  
26 Commission Wage Orders.

27 H. The Class Representatives are represented by Class Counsel. Class Counsel  
28 investigated the facts relevant to the Action, including conducting an independent

1 investigation as to the allegations, reviewing documents and information exchanged  
2 through informal discovery, and reviewing documents and information provided by  
3 Defendants pursuant to informal requests for information to prepare for mediation.  
4 Defendants produced for the purpose of settlement negotiations certain employment  
5 data concerning the Class, which Class Counsel reviewed and analyzed with the  
6 assistance of an expert. Based on their own independent investigation and evaluation,  
7 Class Counsel are of the opinion that the Settlement with Defendants is fair,  
8 reasonable, and adequate, and is in the best interest of the Class considering all known  
9 facts and circumstances, including the risks of significant delay, defenses asserted by  
10 Defendants, uncertainties regarding class certification, the financial condition of the  
11 Defendants, and numerous potential appellate issues. Although it denies any liability,  
12 Defendants agrees to this Settlement solely to avoid the inconveniences and cost of  
13 further litigation. The Parties and their counsel have agreed to settle the claims on the  
14 terms set forth in this Agreement.

15 I. On December 3, 2024, the Parties participated in mediation presided over by Steven  
16 Serratore, Esq., an experienced mediator of wage and hour class and PAGA actions.  
17 The mediation concluded without settlement, but Mr. Serratore made a mediator's  
18 proposal, which was accepted by Parties shortly after the mediation and was  
19 subsequently memorialized in the form of a Memorandum of Understanding.

20 J. This Agreement replaces and supersedes the Memorandum of Understanding and any  
21 other agreements, understandings, or representations between the Parties. This  
22 Agreement represents a compromise and settlement of highly disputed claims.  
23 Nothing in this Agreement is intended or will be construed as an admission by  
24 Defendants that the claims in the Class Action of Plaintiffs or the Class Members  
25 have merit or that Defendants bear any liability to Plaintiffs or the Class on those  
26 claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses  
27 in the Action have merit.

1 K. The Parties believe that the Settlement is fair, reasonable, and adequate. The  
2 Settlement was arrived at through arm's-length negotiations, considering all relevant  
3 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to  
4 continuing the Action through trial and any appeal. Accordingly, the Parties desire to  
5 settle, compromise, and discharge all disputes and claims arising from or relating to  
6 the Action fully, finally, and forever.

7 L. The Parties agree to certification of the Class for purposes of this Settlement only. If  
8 for any reason the settlement does not become effective, Defendants reserve the right  
9 to contest certification of any class for any reason and reserve all available defenses  
10 to the claims in the Action. The Settlement, this Agreement, and the Parties'  
11 willingness to settle the Action will have no bearing on and will not be admissible in  
12 connection with any litigation.

13 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

14 **III. TERMS OF AGREEMENT**

15 A. Settlement Consideration and Settlement Payments by Defendants.

16 1. Settlement Consideration. In full and complete settlement of the Action, and  
17 in exchange for the releases set forth below, Defendants will pay the sum of  
18 the Individual Settlement Payments, the Service Awards, the Class Counsel  
19 Award, PAGA Payment, and the Settlement Administration Costs, as  
20 specified in this Agreement, equal to the Gross Settlement Amount of One  
21 Million Eight Hundred Eighty-Five Thousand Dollars and Zero Cents  
22 (\$1,885,000.00). The Parties agree that this is a non-reversionary Settlement  
23 and that no portion of the Gross Settlement Amount shall revert to Defendants.  
24 Other than the Defendants' share of employer payroll taxes and as provided  
25 in Section III.A.2 below, Defendants shall not be required to pay more than  
26 the Gross Settlement Amount.

27 2. Class Size. Defendants represents that the Class was comprised of  
28 approximately 2,095 individuals who collectively worked approximately

1 174,000 Workweeks during the Class Period. No later than fifteen (15) days  
2 following the Parties' execution of this Agreement, Defendant shall transmit  
3 the complete and up-to-date Class Data to the Settlement Administrator. Upon  
4 review of the Class Data, and no later than May 1, 2025, the Settlement  
5 Administrator shall provide a declaration attesting to the number of Class  
6 Members and Workweeks worked by the Class Members

7 3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount  
8 into the QSF, through the Settlement Administrator on or before the Funding  
9 Date. Any interest accrued will be added to the NSA and distributed to the  
10 Settlement Class Members except that if final approval is reversed on appeal,  
11 then Defendants is entitled to prompt return of the principal and all interest  
12 accrued.

13 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side  
14 payroll taxes is in addition to the Gross Settlement Amount and shall be paid  
15 together with the Gross Settlement Amount on the Funding Date.

16 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the  
17 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members  
18 release the Released Parties from the Released Class Claims for the Class Period.

19 C. Release by the LWDA and the State of California. As of the Funding Date, in exchange  
20 for the consideration set forth in this Agreement, the Plaintiffs, on behalf of the LWDA  
21 and the State of California, release the Released Parties from the Released PAGA  
22 Claims for the PAGA Period. As a result of this release, the LWDA and the State of  
23 California are precluded from bringing claims against Defendants, including through  
24 Plaintiffs and the Aggrieved Employees as Private Attorneys General, for the Released  
25 PAGA Claims.

26 D. General Release by Plaintiff Hallum. As of the Funding Date, for the consideration set  
27 forth in this Agreement, including Plaintiff's Service Award, Plaintiff Hallum waives,  
28 releases, acquits, and forever discharges the Released Parties from any and all claims,

1 including but not limited to: any and all wage-and-hour claims arising under the laws  
2 of the State of California, including, without limitation, statutory, constitutional,  
3 contractual, and/or common law claims for wages, damages, restitution, unreimbursed  
4 expenses, equitable relief, penalties, liquidated damages, interest, and/or punitive  
5 damages (including, without limitation, claims under any applicable Industrial Welfare  
6 Commission Wage Order, the California Private Attorneys General Act, or any other  
7 provision of the California Labor Code); Title VII of the Civil Rights Act of 1964; 42  
8 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and 504 of the  
9 Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor Standards  
10 Act; the Employee Retirement Income Security Act; the Occupational Safety and  
11 Health Act; the Worker Adjustment and Retraining Notification Act, as amended; the  
12 California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the  
13 California Fair Employment and Housing Act; any state, civil, or statutory laws,  
14 including any and all human rights laws and laws against discrimination; any claims  
15 that could have been alleged in the Lawsuit; and any other federal, state, or local  
16 statutes, codes, or ordinances; any common law, contract law, or tort law cause of  
17 action; and any claims for interest, attorneys' fees, and/or costs. This release does not  
18 extend to claims that cannot be released as a matter of law, such as workers'  
19 compensation claims. Further, in exchange for the Representative's Service Award,  
20 Plaintiff Hallum expressly waives the protections of California Civil Code section  
21 1542, and it is her intention in executing this Agreement that the same shall be effective  
22 as a bar to each and every claim, complaint, action, debts, promises, demand, cause of  
23 action, obligation, damage, liability, charge, attorneys' fees and costs herein above  
24 released. Plaintiff also waives and relinquishes any and all claims, rights, or benefits,  
25 if any, arising under California Civil Code § 1542, which provides as follows:  
26

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
28 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

1 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY  
2 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER  
3 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.  
4

5 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete  
6 release and discharge of the Released Parties, Plaintiff Hallum expressly acknowledges this  
7 Settlement Agreement is intended to include in its effect, without limitation, all claims  
8 Plaintiff Hallum does not know or suspect to exist in Plaintiff's favor at the time of signing  
9 this Settlement Agreement, and that this Settlement Agreement contemplates the  
10 extinguishment of any such claims. Plaintiff Hallum warrants that Plaintiff Hallum has read  
11 this Settlement Agreement, including this waiver of California Civil Code section 1542, and  
12 that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's  
13 choosing about this Settlement Agreement and specifically about the waiver of section 1542,  
14 and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so  
15 Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff Hallum further  
16 acknowledges that Plaintiff Hallum later may discover facts different from or in addition to  
17 those Plaintiff now knows or believes to be true regarding the matters released or described  
18 in this Settlement Agreement, and even so Plaintiff Hallum agrees that the releases and  
19 agreements contained in this Settlement Agreement shall remain effective in all respects  
20 notwithstanding any later discovery of any different or additional facts. Plaintiff Hallum  
21 expressly assumes any and all risk of any mistake in connection with the true facts involved  
22 in the matters, disputes, or controversies released or described in this Settlement Agreement  
23 or with regard to any facts now unknown to Plaintiff Hallum relating thereto..

24 E. Conditions Precedent: This Settlement will become final and effective only upon the  
25 occurrence of all of the following events:

- 26 1. The Court enters an order granting preliminary approval of the Settlement;
- 27 2. The Court enters an order granting final approval of the Settlement and a Final  
28 Judgment;

1 3. If an objector appears at the final approval hearing, the time for appeal of the  
2 Final Judgment and Order Granting Final Approval of Class Action  
3 Settlement expires; or, if an appeal is timely filed, there is a final resolution of  
4 any appeal from the Judgment and Order Granting Final Approval of Class  
5 Action Settlement; and

6 4. Defendants fully fund the Gross Settlement Amount.

7 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally  
8 approve this Settlement Agreement, fails to become effective, or is reversed,  
9 withdrawn, or modified by the Court, or in any way prevents or prohibits Defendants  
10 from obtaining a complete resolution of the Released Class Claims and Released  
11 PAGA Claims, or if Defendants fail to fully fund the Gross Settlement Amount:

12 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,  
13 and shall not be admissible in any judicial, administrative, or arbitral  
14 proceeding for any purpose or with respect to any issue, substantive or  
15 procedural;

16 2. The conditional class certification (obtained for any purpose) shall be void *ab*  
17 *initio* and of no force or effect, and shall not be admissible in any judicial,  
18 administrative, or arbitral proceeding for any purpose or with respect to any  
19 issue, substantive or procedural; and

20 3. None of the Parties to this Settlement will be deemed to have waived any  
21 claims, objections, defenses, or arguments in the Action, including with  
22 respect to the issue of class certification.

23 G. In the event that Defendants fail to fund the Gross Settlement Amount, Defendants  
24 shall bear the sole responsibility for any cost to issue or reissue any curative notice to  
25 the Settlement Class Members and all Settlement Administration Costs incurred to the  
26 date of nullification.

27 H. Certification of the Class. The Parties stipulate to conditional class certification of the  
28 Class for the Class Period for purposes of settlement only. In the event that this

1 Settlement is not approved by the Court, fails to become effective, or is reversed,  
2 withdrawn, or modified by the Court, or in any way prevents or prohibits Defendants  
3 from obtaining a complete resolution of the Released Class Claims and Released  
4 PAGA Claims, the conditional class certification (obtained for any purpose) shall be  
5 void *ab initio* and of no force or effect, and shall not be admissible in any judicial,  
6 administrative, or arbitral proceeding for any purpose or with respect to any issue,  
7 substantive or procedural.

8 I. Tax Liability. The Parties make no representations as to the tax treatment or legal  
9 effect of the payments called for, and Class Members and/or Aggrieved Employees are  
10 not relying on any statement or representation by the Parties in this regard. Class  
11 Members and/or Aggrieved Employees understand and agree that they will be  
12 responsible for the payment of any taxes and penalties assessed on the Individual  
13 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved  
14 Employee Payment described and will be solely responsible for any penalties or other  
15 obligations resulting from their personal tax reporting of Individual Settlement  
16 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee  
17 Payment.

18 J. 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  
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision  
21 of this Agreement, and no written communication or disclosure between or among the  
22 Parties or their attorneys and other advisers, is or was intended to be, nor shall any  
23 such communication or disclosure constitute or be construed or be relied upon as, tax  
24 advice within the meaning of United States Treasury Department circular 230 (31 CFR  
25 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,  
26 her or its own, independent legal and tax counsel for advice (including tax advice) in  
27 connection with this Agreement, (b) has not entered into this Agreement based upon  
28 the recommendation of any other Party or any attorney or advisor to any other Party,

1 and (c) is not entitled to rely upon any communication or disclosure by any attorney  
2 or adviser to any other party to avoid any tax penalty that may be imposed on the  
3 acknowledging party, and (3) no attorney or adviser to any other Party has imposed  
4 any limitation that protects the confidentiality of any such attorney's or adviser's tax  
5 strategies (regardless of whether such limitation is legally binding) upon disclosure by  
6 the acknowledging party of the tax treatment or tax structure of any transaction,  
7 including any transaction contemplated by this Agreement.

8 K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of  
9 this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting  
10 Preliminary Approval and supporting papers, which shall include this Settlement  
11 Agreement. Plaintiffs will provide Defendants with a draft of the Motion at least three  
12 (3) business days prior to the filing of the Motion to give Defendants an opportunity  
13 to review and comment upon the Motion.

14 L. Settlement Administrator. The Settlement Administrator shall be responsible for:  
15 establishing and administering the QSF; calculating, processing, and mailing payments  
16 to the Class Representative, Class Counsel, LWDA and Class Members; printing and  
17 mailing the Notice Packets to the Class Members as directed by the Court; receiving  
18 and reporting the objections and requests for exclusion; calculating, deducting, and  
19 remitting all legally required taxes from Individual Settlement Payments and  
20 distributing tax forms for the Wage Portion, the Penalties Portion, and the Interest  
21 Portion of the Individual Settlement Payments and/or Aggrieved Employees'  
22 individual shares of the Aggrieved Employee Payment; processing and mailing tax  
23 payments to the appropriate state and federal taxing authorities; providing  
24 declaration(s) as necessary in support of preliminary and/or final approval of this  
25 Settlement; and other tasks as the Parties mutually agree or the Court orders the  
26 Settlement Administrator to perform. The Settlement Administrator shall keep the  
27 Parties timely apprised of the performance of all Settlement Administrator  
28 responsibilities by among other things, sending a weekly status report to the Parties'

1 counsel stating the date of the mailing, the of number of opt outs from the Settlement  
2 it receives (including the numbers of valid and deficient), and number of objections  
3 received.

4 M. Notice Procedure.

5 1. Class Data. No later than ten (10) business days after the Preliminary  
6 Approval Date, Defendants shall provide the Settlement Administrator with  
7 the Class Data for purposes of preparing and mailing Notice Packets to the  
8 Class Members.

9 2. Notice Packets.

10 a) The Notice Packet shall contain the Notice of Class Action Settlement  
11 in a form substantially similar to the form attached as **Exhibit A**. The  
12 Notice of Class Action Settlement shall inform Class Members and  
13 Aggrieved Employees that they need not do anything in order to  
14 receive an Individual Settlement Payment and/or Aggrieved  
15 Employees' individual shares of the Aggrieved Employee Payment  
16 and to keep the Settlement Administrator apprised of their current  
17 mailing address, to which the Individual Settlement Payments and/or  
18 Aggrieved Employees' individual shares of the Aggrieved Employee  
19 Payment will be mailed following the Funding Date. The Notice of  
20 Class Action Settlement shall set forth the release to be given by all  
21 members of the Class who do not request to be excluded from the  
22 Settlement Class and/or Aggrieved Employees in exchange for an  
23 Individual Settlement Payment and/or Aggrieved Employees'  
24 individual shares of the Aggrieved Employee Payment, the number of  
25 Workweeks worked by each Class Member during the Class Period,  
26 and number of PAGA Periods worked by each Aggrieved Employee  
27 during the PAGA Period, if any, and the estimated amount of their  
28 Individual Settlement Payment if they do not request to be excluded

1 from the Settlement and each Aggrieved Employees' share of the  
2 Aggrieved Employee Payment, if any. The Settlement Administrator  
3 shall use the Class Data to determine Class Members' Workweeks and  
4 PAGA Pay Periods. The Notice will also advise the Aggrieved  
5 Employees that they will release the Released PAGA Claims and will  
6 receive their share of the Aggrieved Employee Payment regardless of  
7 whether they request to be excluded from the Settlement.

8 b) The Notice Packet's mailing envelope shall include the following  
9 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE  
10 ENTITLED TO PARTICIPATE IN A CLASS ACTION  
11 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR  
12 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED  
13 NOTICE."

14 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the  
15 Settlement Administrator will perform a search based on the National Change  
16 of Address Database to update and correct any known or identifiable address  
17 changes. No later than twenty-one (21) calendar days after preliminary  
18 approval of the Settlement, the Settlement Administrator shall mail copies of  
19 the Notice Packet to all Class Members via regular First-Class U.S. Mail and  
20 electronic mail. The Settlement Administrator shall exercise its best judgment  
21 to determine the current mailing address for each Class Member. The address  
22 identified by the Settlement Administrator as the current mailing address shall  
23 be presumed to be the best mailing address for each Class Member.

24 4. Undeliverable Notices. Any Notice Packets returned to the Settlement  
25 Administrator as non-delivered on or before the Response Deadline shall be  
26 re-mailed to any forwarding address provided within seven (7) days of  
27 receiving the returned notice. If no forwarding address is provided, the  
28 Settlement Administrator shall promptly attempt to determine a correct

1 address by lawful use of skip-tracing, or other search using the name, address  
2 and/or Social Security number of the Class Member involved, and shall then  
3 perform a re-mailing, if another mailing address is identified by the Settlement  
4 Administrator. In addition, if any Class Member who is currently employed  
5 by Defendants, is returned to the Settlement Administrator, as non-delivered  
6 and no forwarding address is provided, the Settlement Administrator shall  
7 notify Defendants. Defendants will request that the currently employed Class  
8 Member provide a corrected address and transmit to the Settlement  
9 Administrator any corrected address provided by the Class Member. Class  
10 Members who received a re-mailed Notice Packet shall have their Response  
11 Deadline extended fifteen (15) days from the original Response Deadline.

12 5. Disputes Regarding Individual Settlement Payments. Class Members will  
13 have the opportunity, should they disagree with Defendants' records regarding  
14 the start and end dates of employment, to provide documentation and/or an  
15 explanation to show contrary dates. If there is a dispute, the Settlement  
16 Administrator will consult with the Parties to determine whether an  
17 adjustment is warranted. The Settlement Administrator shall determine the  
18 eligibility for, and the amounts of, any Individual Settlement Payments under  
19 the terms of this Agreement. The Settlement Administrator's determination  
20 of the eligibility for and amount of any Individual Settlement Payment shall  
21 be binding upon the Class Member and the Parties.

22 6. Disputes Regarding Administration of Settlement. Any disputes not resolved  
23 by the Settlement Administrator concerning the administration of the  
24 Settlement will be resolved by the Court under the laws of the State of  
25 California. Before any such involvement of the Court, counsel for the Parties  
26 will confer in good faith to resolve the disputes without the necessity of  
27 involving the Court.  
28

1           7.     Exclusions. The Notice of Class Action Settlement contained in the Notice  
2           Packet shall state that Class Members who wish to exclude themselves from  
3           the Settlement must submit a signed copy of the Request for Exclusion form  
4           to the Settlement Administrator by the Response Deadline. A Request for  
5           Exclusion form will be mailed together with the Notice Packet to all Class  
6           Members. The Request for Exclusion will not be valid if it is not timely  
7           submitted, if it is not signed by the Class Member, or if it does not contain the  
8           name and address and last four digits of the Social Security number of the  
9           Class Member. The date of the postmark on the mailing envelope or fax stamp  
10          on the Request for Exclusion shall be the exclusive means used to determine  
11          whether the request for exclusion was timely submitted. Any Class Member  
12          who submits a timely Request for Exclusion shall be excluded from the  
13          Settlement Class will not be entitled to an Individual Settlement Payment and  
14          will not be otherwise bound by the terms of the Settlement or have any right  
15          to object, appeal, or comment thereon. However, any Class Member that  
16          submits a timely Request for Exclusion that is also an Aggrieved Employee  
17          will still receive his/her pro rata share of the Aggrieved Employee Payment,  
18          as specified below, and in consideration, will be bound by the Release by the  
19          Aggrieved Employees as set forth herein. Class Members who fail to submit  
20          a valid and timely Request for Exclusion on or before the Response Deadline  
21          shall be bound by all terms of the Settlement and any final judgment entered  
22          in this Action if the Court approves the Settlement. No later than seven (7)  
23          calendar days after the Response Deadline, the Settlement Administrator shall  
24          provide counsel for the Parties with a final list of the Class Members who have  
25          timely submitted timely Requests for Exclusion. At no time shall any of the  
26          Parties or their counsel seek to solicit or otherwise encourage members of the  
27          Class to submit Requests for Exclusion from the Settlement.

1           8.     Objections. The Notice of Class Action Settlement contained in the Notice  
2           Packet shall state that Class Members who wish to object to the Settlement  
3           may submit to the Settlement Administrator a written statement of objection  
4           (“Notice of Objection”) by the Response Deadline. The postmark date of  
5           mailing shall be deemed the exclusive means for determining that a Notice of  
6           Objection was served timely. The Notice of Objection, if in writing, must be  
7           signed by the Settlement Class Member and state: (1) the case name and  
8           number; (2) the name of the Settlement Class Member; (3) the address of the  
9           Settlement Class Member; (4) the last four digits of the Settlement Class  
10          Member’s Social Security number; (5) the basis for the objection; and (6) if  
11          the Settlement Class Member intends to appear at the Final  
12          Approval/Settlement Fairness Hearing. Settlement Class Members who fail  
13          to make objections in writing in the manner specified above may still make  
14          their objections orally at the Final Approval/Settlement Fairness Hearing with  
15          the Court’s permission. Settlement Class Members will have a right to appear  
16          at the Final Approval/Settlement Fairness Hearing to have their objections  
17          heard by the Court regardless of whether they submitted a written objection.  
18          At no time shall any of the Parties or their counsel seek to solicit or otherwise  
19          encourage Class Members to file or serve written objections to the Settlement  
20          or appeal from the Order and Final Judgment. Class Members who submit a  
21          written request for exclusion may not object to the Settlement. Class Members  
22          may not object to the PAGA Payment.

23         N.     Allocation of the Gross Settlement Amount.

24           1.     Calculation of Individual Settlement Payments. Individual Settlement  
25           Payments shall be paid from the Net Settlement Amount and shall be paid  
26           pursuant to the formula set forth herein. Using the Class Data, the Settlement  
27           Administrator shall add up the total number of Workweeks for all Class  
28           Members. The respective Workweeks for each Class Member will be divided

1 by the total Workweeks for all Class Members, resulting in the Payment Ratio  
2 for each Class Member. Each Class Member’s Payment Ratio will then be  
3 multiplied by the Net Settlement Amount to calculate each Class Member’s  
4 estimated Individual Settlement Payments. Each Individual Settlement  
5 Payment will be reduced by any legally mandated employee tax withholdings  
6 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class  
7 Members who submit valid and timely requests for exclusion will be  
8 redistributed to Settlement Class Members who do not submit valid and timely  
9 requests for exclusion on a pro rata basis based on their respective Payment  
10 Ratios.

11 2. Calculation of Individual Payments to the Aggrieved Employees. Using the  
12 Class Data, the Settlement Administrator shall add up the total number of  
13 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.  
14 The respective PAGA Pay Periods for each Aggrieved Employee will be  
15 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting  
16 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each  
17 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the  
18 Aggrieved Employee Payment to calculate each Aggrieved Employee’s  
19 estimated share of the Aggrieved Employee Payment.

20 3. Allocation of Individual Settlement Payments. For tax purposes, Individual  
21 Settlement Payments shall be allocated and treated as 20% wages (“Wage  
22 Portion”) and 40% penalties (“Penalties Portion”), and 40% pre-judgment  
23 interest (“Interest Portion”). The Wage Portion of the Individual Settlement  
24 Payments shall be reported on IRS Form W-2 and the Penalty Portion and  
25 Interest Portion of the Individual Settlement Payments shall be reported on  
26 IRS Form 1099 issued by the Settlement Agreement.

- 1                   4.     Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved  
2                   Employee Settlement Payments shall be allocated and treated as 100%  
3                   penalties and shall be reported on IRS Form 1099.
- 4                   5.     No Credit Toward Benefit Plans. The Individual Settlement Payments and  
5                   individual shares of the PAGA Payment made to Settlement Class Members  
6                   and/or Aggrieved Employees under this Settlement Agreement, as well as any  
7                   other payments made pursuant to this Settlement Agreement, will not be  
8                   utilized to calculate any additional benefits under any benefit plans to which  
9                   any Class Members may be eligible, including, but not limited to profit-  
10                  sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
11                  sick leave plans, PTO plans, and any other benefit plan. Rather, it is the  
12                  Parties' intention that this Settlement Agreement will not affect any rights,  
13                  contributions, or amounts to which any Class Members may be entitled under  
14                  any benefit plans.
- 15                  6.     All monies received by Settlement Class Members under the Settlement which  
16                  are attributable to wages shall constitute income to such Settlement Class  
17                  Members solely in the year in which such monies are received by the Settlement  
18                  Class Members. It is the intent of the Parties that Individual Settlement  
19                  Payments and individual shares of the PAGA Payment provided for in this  
20                  Settlement agreement are the sole payments to be made by Defendants to  
21                  Settlement Class Members and/or Aggrieved Employees in connection with this  
22                  Settlement Agreement, with the exception of Plaintiffs, and that the Settlement  
23                  Class Members and/or Aggrieved Employees are not entitled to any new or  
24                  additional compensation or benefits as a result of having received the Individual  
25                  Settlement Payments and/or their shares of the Aggrieved Employee Payment.
- 26                  7.     Mailing. Individual Settlement Payments and Aggrieved Employee Payments  
27                  shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
- 28

1 and/or Aggrieved Employees' last known mailing address no later than fifteen  
2 (15) days after the Funding Date.

3 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved  
4 Employees shall remain valid and negotiable for one hundred and eighty (180)  
5 days from the date of their issuance. If a Settlement Class Member and/or  
6 Aggrieved Employees does not cash his or her settlement check within ninety  
7 (90) days, the Settlement Administrator will send a letter to such persons,  
8 advising that the check will expire after the 180<sup>th</sup> day, and invite that  
9 Settlement Class Member and/or Aggrieved Employees to request reissuance  
10 in the event the check was destroyed, lost, or misplaced. In the event an  
11 Individual Settlement Payment and/or Aggrieved Employees' individual  
12 share of the PAGA Payment check has not been cashed within one hundred  
13 and eighty (180) days, all funds represented by such uncashed checks, plus  
14 any interest accrued thereon, shall be transmitted to the Children's Advocacy  
15 Institute in the name of the Class Member who did not claim the funds.

16 9. Service Awards. In addition to the Individual Settlement Payment as  
17 Settlement Class Members and their individual share of the Aggrieved  
18 Employee Payment, Plaintiffs will each apply to the Court for an award of not  
19 more than \$10,000.00, as Service Awards. Defendants will not oppose a  
20 Service Award of not more than \$10,000.00 for each Plaintiff. The Settlement  
21 Administrator shall pay the Service Awards, either in the amount stated herein  
22 if approved by the Court or some other amount as approved by the Court, to  
23 Plaintiffs from the Gross Settlement Amount no later than fifteen (15) days  
24 after the Funding Date. Any portion of the requested Service Awards that is  
25 not awarded to the Class Representatives shall be part of the Net Settlement  
26 Amount and shall be distributed to Settlement Class Members as provided in  
27 this Agreement. The Settlement Administrator shall issue an IRS Form 1099  
28 — MISC to Plaintiffs for their Service Awards. Plaintiffs shall be solely and

1                   legally responsible to pay any and all applicable taxes on their Service Award  
2                   and shall hold harmless the Released Parties from any claim or liability for  
3                   taxes, penalties, or interest arising as a result of the Service Awards. Approval  
4                   of this Settlement shall not be conditioned on Court approval of the requested  
5                   amount of the Service Awards. If the Court reduces or does not approve the  
6                   requested Service Awards, Plaintiffs shall not have the right to revoke the  
7                   Settlement, and it will remain binding.

8                   10.    Class Counsel Award. Defendants understands, and will not oppose, a motion  
9                   for Attorneys’ Fees not to exceed one-third of the Gross Settlement Amount  
10                  currently estimated to be Six Hundred Twenty-Eight Thousand Three  
11                  Hundred Thirty-Three Dollars and Thirty-Three Cents (\$628,333.33) **and**  
12                  Attorneys’ Expenses supported by declaration not to exceed Forty Thousand  
13                  Dollars and Zero Cents (\$40,000.00). Any awarded Class Counsel Award  
14                  shall be paid from the Gross Settlement Amount. Any portion of the requested  
15                  Attorneys’ Fees and/or Attorneys’ Expenses that are not awarded to Class  
16                  Counsel shall be part of the Net Settlement Amount and shall be distributed  
17                  to Settlement Class Members as provided in this Agreement. The Settlement  
18                  Administrator shall allocate and pay the Attorneys’ Fees to Class Counsel  
19                  from the Gross Settlement Amount no later than fifteen (15) days after the  
20                  Funding Date. Class Counsel shall be solely and legally responsible to pay all  
21                  applicable taxes on the payment made pursuant to this paragraph. The  
22                  Settlement Administrator shall issue an IRS Form 1099 — MISC to Class  
23                  Counsel for the payments made pursuant to this paragraph. If the Court  
24                  reduces or does not approve the requested Attorneys’ Fees, Plaintiffs and  
25                  Class Counsel shall not have the right to revoke the Settlement, or to appeal  
26                  such order, and the Settlement will remain binding.

27                  11.    PAGA Payment. Eighty Thousand Dollars and Zero Cents (\$80,000.00) shall  
28                  be allocated from the Gross Settlement Amount for settlement of claims for

1 civil penalties under the Private Attorneys General Act of 2004 (“PAGA  
2 Payment”). The Settlement Administrator shall pay seventy-five percent  
3 (75%) of the PAGA Payment (\$60,000) to the California Labor and  
4 Workforce Development Agency no later than fifteen (15) days after the  
5 Funding Date (hereinafter “LWDA Payment”). Twenty-five percent (25%) of  
6 the PAGA Payment (\$20,000) will be distributed to the Aggrieved Employees  
7 as described in this Agreement (hereinafter “Aggrieved Employee Payment”).  
8 For purposes of distributing the PAGA Payment to the Aggrieved Employees,  
9 each Aggrieved Employee shall receive their pro-rata share of the Aggrieved  
10 Employee Payment using the PAGA Payment Ratio as defined above.

11 12. Settlement Administration Costs. The Settlement Administrator shall be paid  
12 for the costs of administration of the Settlement from the Gross Settlement  
13 Amount. The estimate of the Settlement Administration Costs is \$18,000.00.  
14 The Settlement Administrator shall be paid the Settlement Administration  
15 Costs no later than fifteen (15) days after the Funding Date.

16 O. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with  
17 the Court a Motion for Order Granting Final Approval and Entering Judgment, within  
18 twenty-eight (28) days following the expiration of the Response Deadline, which  
19 motion shall request final approval of the Settlement and a determination of the  
20 amounts payable for the Service Awards, the Class Counsel Award, the PAGA  
21 Payment, and the Settlement Administration Costs. Plaintiffs will provide Defendants  
22 with a draft of the Motion at least three (3) business days prior to the filing of the  
23 Motion to give Defendants an opportunity to propose changes or additions to the  
24 Motion.

25 1. Declaration by Settlement Administrator. No later than seven (7) days after  
26 the Response Deadline, the Settlement Administrator shall submit a  
27 declaration in support of Plaintiffs’ motion for final approval of this  
28 Settlement detailing the number of Notice Packets mailed and re-mailed to

1 Class Members, the number of undeliverable Notice Packets, the number of  
2 timely requests for exclusion, the full names of any Class Members who opt  
3 out of the Settlement, the number of objections received, the amount of the  
4 average, lowest, and highest Individual Settlement Payments, the amount of  
5 the average, lowest, and highest Aggrieved Employee Payments, the  
6 Settlement Administration Costs, and any other information as the Parties  
7 mutually agree or the Court orders the Settlement Administrator to provide.

8 2. Final Approval Order and Judgment. Class Counsel shall present an Order  
9 Granting Final Approval of Class Action Settlement to the Court for its  
10 approval, and Judgment thereon, at the time Class Counsel files the Motion  
11 for Final Approval.

12 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide  
13 an opportunity for Counsel for Defendants to review the Motions for Preliminary and  
14 Final Approval, including the Order Granting Final Approval of Class Action  
15 Settlement, and Judgment at least three (3) business days in advance of filing with the  
16 Court. The Parties and their counsel will cooperate with each other and use their best  
17 efforts to affect the Court's approval of the Motions for Preliminary and Final  
18 Approval of the Settlement, and entry of Judgment.

19 O. Cooperation. The Parties and their counsel will cooperate with each other and use  
20 their best efforts to implement the Settlement.

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

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

26 R. Plaintiff Gonzalez's Individual Claims. In addition to this Agreement and the claims  
27 she is releasing hereby, Plaintiff Gonzalez is entering into a separate individual  
28 settlement agreement, which shall provide for a separate individual payment, and

1 which shall provide for an additional broad release. That release, waiver, and discharge  
2 of all claims shall include, but will not be limited to, any and all claims arising out of  
3 the Action, as well as additional claims described in the individual settlement  
4 agreement, which are separate and different from the claims alleged in the Action. The  
5 Parties acknowledge such approval of this Agreement may require disclosure of the  
6 Individual Settlement, and consent to same for that limited purpose.

7 S. Entire Agreement. Except with respect to Plaintiff Gonzalez’s individual settlement  
8 agreement, described in paragraph “R” immediately above, this Agreement and any  
9 attached Exhibit constitute the entire Agreement among these Parties, and no oral or  
10 written representations, warranties, or inducements have been made to any Party  
11 concerning this Agreement or its Exhibit other than the representations, warranties,  
12 and covenants contained and memorialized in this Agreement and its Exhibit.

13 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
14 represent they are expressly authorized by the Parties whom they represent to negotiate  
15 this Agreement and to take all appropriate Action required or permitted to be taken by  
16 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other  
17 documents required to effectuate the terms of this Agreement. The persons signing  
18 this Agreement on behalf of Defendants represents and warrants that he/she is  
19 authorized to sign this Agreement on behalf of Defendants. Plaintiffs represent and  
20 warrant that they are authorized to sign this Agreement and that they have not assigned  
21 any claim, or part of a claim, covered by this Settlement to a third-party.

22 U. No Public Comment: The Parties and their counsel agree that they will not issue any  
23 press releases, initiate any contact with the press, respond to any press inquiry, or have  
24 any communication with the press about the fact, amount, or terms of the Settlement  
25 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any  
26 of its terms for any marketing or promotional purposes. Nothing herein will restrict  
27 Class Counsel from including publicly available information regarding this settlement  
28 in future judicial submissions regarding Class Counsel’s qualifications and experience.

1 Further, Class Counsel will not include, reference, or use the Settlement Agreement  
2 for any marketing or promotional purposes, either before or after the Motion for  
3 Preliminary Approval is filed.

4 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure  
5 to the benefit of, the successors or assigns of the Parties, as previously defined.

6 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes  
7 shall be governed by and interpreted according to the laws of the State of California.

8 X. Counterparts. This Agreement may be executed in one or more counterparts. All  
9 executed counterparts and each of them shall be deemed to be one and the same  
10 instrument provided that counsel for the Parties to this Agreement shall exchange  
11 among themselves copies or originals of the signed counterparts.

12 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement  
13 is a fair, adequate, and reasonable settlement of this Action and have arrived at this  
14 Settlement after extensive arms-length negotiations, taking into account all relevant  
15 factors, present, and potential.

16 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with  
17 respect to the interpretation, implementation, and enforcement of the terms of this  
18 Agreement and all orders and judgments entered in connection therewith, and the  
19 Parties and their counsel submit to the jurisdiction of the Court for purposes of  
20 interpreting, implementing, and enforcing the settlement and all orders and judgments  
21 entered in connection with this Agreement.

22 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,  
23 the Court shall first attempt to construe the provisions valid to the fullest extent  
24 possible consistent with applicable precedents so as to define all provisions of this  
25 Agreement valid and enforceable.

26 BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff  
27 Gonzalez and settled separately by an individual settlement agreement between the  
28 Parties described above, Plaintiffs and Class Counsel represent that they do not

1 currently intend to pursue any claims against the Released Parties, including, but not  
2 limited to, any and all claims relating to or arising from Plaintiffs' employment with  
3 Defendants, regardless of whether Class Counsel is currently aware of any facts or  
4 legal theories upon which any claims or causes of action could be brought against  
5 Released Parties, including those facts or legal theories alleged in the operative  
6 complaint in this Action. The Parties further acknowledge, understand, and agree that  
7 this representation is essential to the Agreement and that this Agreement would not  
8 have been entered into were it not for this representation.

9 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
10 certification for purposes of this settlement only.

11 DD. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the  
12 Released Class Claims and Released PAGA Claims have merit and give rise to liability  
13 on the part of Defendants. Defendants claim that the Released Class Claims and  
14 Released PAGA Claims have no merit and do not give rise to liability. This Agreement  
15 is a compromise of disputed claims. Nothing contained in this Agreement and no  
16 documents referred to and no action taken to carry out this Agreement may be  
17 construed or used as an admission by or against the Defendants or Plaintiffs or Class  
18 Counsel as to the merits or lack thereof of the claims asserted. Other than as may be  
19 specifically set forth herein, each Party shall be responsible for and shall bear its/her  
20 own attorney's fees and costs.

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

2 DATED: 07/17/2025 \_\_\_\_\_

  
Marina Gonzalez (Jul 17, 2025 13:16 PDT)

3

4

MARINA GONZALEZ

5 DATED: 07/17/2025 \_\_\_\_\_

*Katherine Hallum*

6

7

KATHERINE HALLUM

8 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

9

10 DATED: \_\_\_\_\_

\_\_\_\_\_  
ORTHOPAEDIC AND NEUROLOGICAL  
REHABILITATION, SPEECH PATHOLOGY, INC.

11

12

13

\_\_\_\_\_  
Printed Name

14

15

\_\_\_\_\_  
Title

16

17 DATED: \_\_\_\_\_

\_\_\_\_\_  
ORTHOPAEDIC AND NEUROLOGICAL  
REHABILITATION, INC.

18

19

20

\_\_\_\_\_  
Printed Name

21

22

\_\_\_\_\_  
Title

23

24 DATED: \_\_\_\_\_

\_\_\_\_\_  
EMPOWERME WELLNESS, LLC

25

26

\_\_\_\_\_  
Printed Name

27

28

\_\_\_\_\_  
Title

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

2 DATED: \_\_\_\_\_

3  
4 MARINA GONZALEZ

5 DATED: \_\_\_\_\_

6  
7 KATHERINE HALLUM

8 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

9  
10 DATED: 7/18/25

  
\_\_\_\_\_  
ORTHOPAEDIC AND NEUROLOGICAL  
REHABILITATION, SPEECH PATHOLOGY, INC.

11  
12 JAMES L. SMITH  
\_\_\_\_\_  
Printed Name

13  
14 SVP & GENERAL COUNSEL  
\_\_\_\_\_  
Title

15  
16 DATED: 7/18/25

  
\_\_\_\_\_  
ORTHOPAEDIC AND NEUROLOGICAL  
REHABILITATION, INC.

17  
18 JAMES L. SMITH  
\_\_\_\_\_  
Printed Name

19  
20 SVP & GENERAL COUNSEL  
\_\_\_\_\_  
Title

21  
22 DATED: 7/18/25

  
\_\_\_\_\_  
EMPOWERME WELLNESS, LLC

23  
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Printed Name

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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 07/17/2025

JCL LAW FIRM, A.P.C.

By:  \_\_\_\_\_

Attorneys for Plaintiff and the Settlement Class Members

DATED: 07/17/2025

ZAKAY LAW GROUP, APLC

By:  \_\_\_\_\_

Attorneys for Plaintiff and the Settlement Class Members

DATED: July 21, 2025

O'HAGAN MEYER LLP

By:  \_\_\_\_\_

Derek S. Sachs, Esq.  
Elaine McCormick, Esq.  
Attorneys for Defendants

# **EXHIBIT A**

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT  
AND FINAL HEARING DATE**

*(Marina Gonzalez v. Orthopedic and Neurological Rehabilitation, Speech Pathology, Inc., et al., Alameda  
County Superior Court Case No. 23CV033481)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE  
READ THIS NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	To receive a cash payment from the Settlement, you do <b>not</b> have to do anything. <b>Your estimated Individual Settlement Payment is: \$&lt;&lt; [REDACTED] &gt;&gt;.</b> See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
<b>Exclude Yourself</b>	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement.</b> Instructions are set forth below.
<b>Object</b>	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Alameda (the “Court”) has been reached between Plaintiff Marina Gonzalez (“Plaintiff Gonzalez”), Plaintiff Katherine Hallum (“Plaintiff Hallum”) and Defendant Orthopaedic and Neurological Rehabilitation, Speech Pathology, Inc. (“Defendant ONRSP”), Defendant Orthopaedic and Neurological Rehabilitation, Inc. (“Defendant ONR”), and Defendant EmpowerMe Wellness, LLC (“Defendant EmpowerMe”) (Collectively “Defendants”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

All non-exempt employees who worked for Defendant ONRSP and/or Defendant ONR and/or Defendant EmpowerMe in California, at any time during the period beginning May 17, 2019, through [REDACTED] (“Class Period”).

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

**2. What is this class action lawsuit about?**

On May 17, 2023, Plaintiff Gonzalez filed a Complaint against Defendants in the Superior Court of the State of California, County of Alameda. Plaintiff asserted claims that Defendants: (1) Unfair Competition In Violation

Of Cal. Bus. & Prof. Code §17200 *et seq*; (2) Failure To Pay Minimum Wages In Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure To Pay Overtime Wages In Violation Of Cal. Lab. Code §§ 510, *et seq*; (4) Failure To Provide Required Meal Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failure To Provide Required Rest Periods In Violation Of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (6) Failure To Provide Accurate Itemized Statements In Violation Of Cal. Lab. Code § 226. On September 16, 2022; (7) Failure To Provide Wages When Due In Violation Of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure To Reimburse Employees For Required Expenses In Violation Of Cal. Lab. Code § 2802; and (9) Unpaid Sick Pay In Violation of Cal. Lab. Code § 246. On May 17, 2023, Plaintiff Gonzalez filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On June 24, 2024, Plaintiff Hallum filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants. On July 31, 2023, Plaintiff Gonzalez filed a First Amended Complaint to the Action, adding an additional cause of action for violations of PAGA. On [REDACTED] Plaintiffs filed a Second Amended Complaint, which is the Operative Complaint.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages, and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contends, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On December 3, 2024, the Parties participated in an all-day mediation with Steven Serratore, Esq., an experienced mediator of wage and hour class and PAGA actions. The Parties accepted a Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

### **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendants agreed to pay an "all in" amount of One Million, Eight Hundred Eighty-Five Thousand Dollars and Zero Cents (\$1,885,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments, Settlement Administration Costs, Class Counsel Award, Service Awards, and the PAGA Payment.

Sixty (60) days after the Court grants final approval of the settlement, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$18,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently \$628,333.33) and actually incurred litigation expenses of not more than \$40,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. Service Awards of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$80,000.00 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$60,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$20,000.00 will be distributed to Aggrieved Employees as part of the PAGA Payment.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Award, the Service Award, the PAGA Payment, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendants' records, a member of the class worked at least one-day during any such workweek.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employee" means all non-exempt employees who worked for Defendant ONRSP and/or Defendant ONR and/or Defendant EmpowerMe in California, at any time during the period beginning May 17, 2019, through the earlier of [REDACTED] ("PAGA Period").

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Fifteen percent (20%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each Individual Settlement Payment is allocated to penalties ("Penalty Portion"). Forty percent (40%) of each Individual Settlement Payment is allocated to pre-judgment interest ("Interest Portion"). Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiffs and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged arising out of the facts alleged in the Operative Complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement of the Class Claims, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Separately, as of the Effective Date and upon funding of the Gross Settlement Amount by Defendants, Plaintiffs, on behalf of the State of California and the LWDA, shall release all Released PAGA Claims (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the Operative Complaint and Plaintiffs' PAGA Notices to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. Because PAGA claims are brought on behalf of the State of California, PAGA Group Members do not have the right to opt out of the PAGA Release, and all such claims will be released as of the Effective Date.

#### **5. How much will my payment be?**

**Defendants' records reflect that you have << \_\_\_\_ >> Workweeks worked during the Class Period (May 17, 2019, through \_\_\_\_\_).**

**Based on this information, your estimated Individual Settlement Payment is << \_\_\_\_\_ >>.**

**Defendants' records reflect that you have << \_\_\_\_ >> pay periods worked during the PAGA Period (May 17, 2022, through \_\_\_\_\_).**

**Based on this information, your estimated Aggrieved Employee Payment is << \_\_\_\_\_ >>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than \_\_\_\_\_ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

#### **6. How can I get a payment?**

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

#### **7. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_. The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Marina Gonzalez v. Orthopedic and Neurological Rehabilitation, Speech Pathology, Inc., et al.*, currently pending in Superior Court of Alameda, Case No. 23CV033481. The request for exclusion must contain your name, address, signature, and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### **8. How do I tell the Court that I would like to challenge the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Marina Gonzalez v. Orthopedic and Neurological Rehabilitation, Speech Pathology, Inc., et al, Alameda County Superior Court, Case No. 23CV033481*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

**Written objections must be delivered or mailed to the Settlement Administrator no later than \_\_\_\_\_.** The address for the Settlement Administrator is 18 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
JCL Law Firm, APC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel.: (619) 599-8292  
E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

**Class Counsel:**

Shani O. Zakay, Esq.  
Zakay Law Group, APLC  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Tel: (619) 599-8292  
Email: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

**Counsel for Defendants:**

Derek S. Sachs, Esq.  
O'Hagan Meyer, LLP  
1201 K Street Suite 1960  
Sacramento, CA 95814  
T: (916) 313-7051  
[dsachs@ohaganmeyer.com](mailto:dsachs@ohaganmeyer.com)

**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at **00:00 AM/PM on \_\_\_\_\_**, at the Alameda County Superior Court, Department 23, located at the Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612 before Judge Michael Markman. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

**10. How do I get more information about the Settlement?**

You may call the Settlement Administrator at 1-800-355-0700 or write to *Marina Gonzalez v. Orthopedic and Neurological Rehabilitation, Speech Pathology, Inc., et al*, Alameda County Superior Court, Case No. **23CV033481**, Settlement Administrator, 20371 Irvine Avenue, Newport Beach, CA 92660 c/o \_\_\_\_\_.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment, or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to Children's Advocacy Institute in the name of the Class Member who did not claim the funds. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.