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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

18 ROSA GRASIELA MORENO GUTIERREZ, an
 individual, and on behalf of all others similarly
 19 situated,

20 Plaintiff,

21 v.

22 GHP MANAGEMENT CORPORATION, a
 California corporation; and DOES 1 through 50,
 23 inclusive,

24 Defendants.

Case No.: No. 23STCV26618

**CLASS ACTION AND PAGA
 SETTLEMENT AGREEMENT**

Assigned for All Purposes to:
 Hon. William F. Highberger
 Department 10

Action Filed: October 31, 2023

1 number, and number of Class Period Workweeks and PAGA Pay Periods.

2 1.9 “Class Member” or “Settlement Class Member” means a member of the
 3 Class, as either a Participating Class Member or Non-Participating Class Member (including a
 4 Non-Participating Class Member who qualifies as an Aggrieved Employee).

5 1.10 “Class Member Address Search” means the Administrator’s investigation
 6 and search for current Class Member mailing addresses using all reasonably available sources,
 7 methods and means including, but not limited to, the National Change of Address database, skip
 8 traces, and direct contact by the Administrator with Class Members.

9 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS
 10 ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be
 11 mailed to Class Members in English, with a Spanish translation, in the form, without material
 12 variation, attached as Exhibit A and incorporated by reference into this Agreement.

13 1.12 “Class Period” means the period from October 31, 2019, to the date of
 14 preliminary approval.

15 1.13 “Class Representative” means the named Plaintiff in the operative
 16 complaint in the Action seeking Court approval to serve as a Class Representative.

17 1.14 “Class Representative Service Payment” means the payment to the Class
 18 Representative for initiating the Action and providing services in support of the Action.

19 1.15 “Court” means the Superior Court of California, County of Los Angeles.

20 1.16 “GHP” means named Defendant GHP Management Corporation.

21 1.17 “Defense Counsel” means Kelly Scott, Esq., Jared Slater, Esq., Tanner
 22 Hosfield, Esq., and Ervin Cohen & Jessup, LLP.

23 1.18 “Effective Date” means the date by when both of the following have
 24 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
 25 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
 26 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
 27 (b) if one or more Participating Class Members objects to the Settlement, the day after the
 28 deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment

1 is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

2 1.19 “Final Approval” means the Court’s order granting final approval of the
3 Settlement.

4 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for
5 Final Approval of the Settlement.

6 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting
7 Final Approval of the Settlement.

8 1.22 “Gross Settlement Amount” means Eight Hundred and Five Dollars and
9 Zero Cents (\$805,000.00) which is the total amount GHP agrees to pay under the Settlement
10 except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay
11 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
12 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the
13 Administrator’s Expenses.

14 1.23 “Individual Class Payment” means the Participating Class Member’s pro
15 rata share of the Net Settlement Amount calculated according to the number of Workweeks
16 worked during the Class Period.

17 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata
18 share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked
19 during the PAGA Period.

20 1.25 “Judgment” means the judgment entered by the Court based upon the Final
21 Approval.

22 1.26 “LWDA” means the California Labor and Workforce Development
23 Agency, the agency entitled, under Labor Code section 2699, subd. (i).

24 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to
25 the LWDA under Labor Code section 2699, subd. (i).

26 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the
27 following payments in the amounts approved by the Court: Individual PAGA Payments, the
28 LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,

1 Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The
 2 remainder is to be paid to Participating Class Members as Individual Class Payments.

3 1.29 “Non-Participating Class Member” means any Class Member who opts out
 4 of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

5 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved
 6 Employee worked for GHP for at least one day during the PAGA Period.

7 1.31 “PAGA Period” means the period from June 2, 2022, to the date of
 8 preliminary approval.

9 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et
 10 seq.).

11 1.33 “PAGA Notice” means Plaintiff’s June 2, 2023, letter to GHP and the
 12 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

13 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be
 14 paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$15,000.00)
 15 and the 75% to LWDA (\$45,000.00) in settlement of PAGA claims.

16 1.35 “Participating Class Member” means a Class Member who does not submit
 17 a valid and timely Request for Exclusion from the Settlement.

18 1.36 “Plaintiff” means Rosa Grasiela Moreno Gutierrez, the named plaintiff in
 19 the Action.

20 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary
 21 Approval of the Settlement.

22 1.38 “Preliminary Approval Order” means the proposed Order Granting
 23 Preliminary Approval and Approval of PAGA Settlement.

24 1.39 “Released Class Claims” means the claims being released as described in
 25 Paragraph 6.2 below.

26 1.40 “Released PAGA Claims” means the claims being released as described in
 27 Paragraph 6.2 below.

28 1.41 “Released Parties” means: GHP and each of its former and present

1 directors, officers, shareholders, owners, client properties, members, attorneys, insurers,
 2 predecessors, successors, assigns, subsidiaries, and affiliates.

3 1.42 “Request for Exclusion” means a Class Member’s submission of a written
 4 request to be excluded from the Class Settlement signed by the Class Member.

5 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to
 6 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
 7 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
 8 his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after
 9 having been returned undeliverable to the Administrator shall have an additional 14 calendar days
 10 beyond when the Response Deadline has expired.

11 1.44 “Settlement” means the disposition of the Action effected by this
 12 Agreement and the Judgment.

13 1.45 “Workweek” means any week during which a Class Member worked for
 14 GHP for at least one day, during the Class Period.

15 **2. RECITALS.**

16 2.1 On October 31, 2023, Plaintiff commenced this Action by filing a
 17 Complaint alleging causes of action against GHP for (1) failure to pay minimum wages; (2) failure
 18 to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required
 19 rest periods; (5) failure to properly pay accrued sick days; (6) failure to properly pay unused
 20 vacation pay; (7) willful misclassification of employees as independent contractors; (8) failure to
 21 pay timely wages during employment; (9) failure to pay all wages due to discharged and quitting
 22 employees; (10) failure to maintain required records; (11) failure to furnish accurate itemized
 23 wage statements; (12) failure to reimburse necessary business expenses; (13) unfair business
 24 practices; and (14) civil penalties pursuant to the Private Attorneys General Act. The Complaint is
 25 the operative complaint in the Action (the “Operative Complaint.”) GHP denies the allegations in
 26 the Operative Complaint, denies any failure to comply with the laws identified in in the Operative
 27 Complaint and denies any and all liability for the causes of action alleged.

28 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely

1 written notice to GHP and the LWDA by sending the PAGA Notice.

2 2.3 On February 11, 2025, the Parties participated in an all-day mediation
3 presided over by Glenn E. Lerman, Esq. which led to this Agreement to settle the Action.

4 2.4 Prior to mediation negotiating the Settlement, Plaintiff obtained,
5 through formal informal discovery, documents and information including copies of GHP’s
6 employment policies, the number of putative class members and putative Aggrieved Employees, a
7 statistically significant random sampling of the putative class members’ time records and
8 paystubs, and an expert’s report analyzing this information. Plaintiff’s investigation was sufficient
9 to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48
10 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-
11 130 (“*Dunk/Kullar*”).

12 2.5 The Court has has not granted class certification.

13 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not
14 aware of any other pending matter or action asserting claims that will be extinguished or affected
15 by the Settlement.

16 **3. MONETARY TERMS.**

17 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9
18 below, GHP promises to pay Eight Hundred and Five Dollars and Zero Cents (\$805,000.00) and
19 no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes
20 owed on the Wage Portions of the Individual Class Payments. GHP has no obligation to pay the
21 Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of
22 this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
23 asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as
24 a condition of payment. None of the Gross Settlement Amount will revert to GHP.

25 3.2 Payments from the Gross Settlement Amount. The Administrator will make
26 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
27 by the Court in the Final Approval:

28 3.2.1 To Plaintiff: Class Representative Service Payment to the Class

1 Representative of not more than Five Thousand Dollars and Zero Cents (\$5,000.00) (in addition to
2 any Individual Class Payment and any Individual PAGA Payment the Class Representative is
3 entitled to receive as a Participating Class Member). GHP will not oppose Plaintiff's request for a
4 Class Representative Service Payment that does not exceed this amount. As part of the motion for
5 Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court
6 approval for any Class Representative Service Payments no later than 16 court days prior to the
7 Final Approval Hearing. If the Court approves a Class Representative Service Payment less than
8 the amount requested, the Administrator will retain the remainder in the Net Settlement Amount.
9 The Administrator will pay the Class Representative Service Payment using IRS Form 1099.
10 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
11 Representative Service Payment. In exchange for a general release of all claims Plaintiff has
12 against Defendants, which releases individual claims beyond those being released by other Class
13 Members and Aggrieved Employees under this Agreement, Plaintiff will receive \$45,000.00
14 ("Individual Settlement Amount") from Defendants under a separate, individual settlement
15 agreement that the Parties are entering into concurrently with this Agreement.

16 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than
17 35%, which is currently estimated to be (\$281,750.00) and a Class Counsel Litigation Expenses
18 Payment of not more than \$25,000.00. GHP will not oppose requests for these payments provided
19 that the requests do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
20 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days
21 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a
22 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
23 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
24 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
25 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
26 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS
27 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
28 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds GHP

1 harmless, and indemnifies GHP, from any dispute or controversy regarding any division or sharing
2 of any of these Payments.

3 3.2.3 To the Administrator: An Administrator Expenses Payment not to
4 exceed \$11,500.00 except for a showing of good cause and as approved by the Court. To the
5 extent the Administration Expenses are less or the Court approves payment less than \$11,500.00,
6 the Administrator will retain the remainder in the Net Settlement Amount.

7 3.2.4 To Each Participating Class Member: An Individual Class Payment
8 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
9 by all Participating Class Members during the Class Period and (b) multiplying the result by each
10 Participating Class Member's Workweeks.

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

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

23 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the
24 amount of \$60,000.00 to be paid from the Gross Settlement Amount, with 75% (\$45,000.00)
25 allocated to the LWDA PAGA Payment and 25% (\$15,000.00) allocated to the Individual PAGA
26 Payments.

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

1 \$15,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
 2 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA
 3 Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes
 4 owed on their Individual PAGA Payment.

5 3.2.5.2 If the Court approves PAGA Penalties of less than the
 6 amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
 7 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

8 **4. SETTLEMENT FUNDING AND PAYMENTS.**

9 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review
 10 of its records to date, GHP estimates that, as of April 28, 2025, there are 760 Class Members who
 11 collectively worked a total of 55,633 Workweeks, and 482 Aggrieved Employees who worked a
 12 total of 15,392 PAGA Pay Periods.

13 4.2 Class Data. Not later than 15 days after the Court grants Preliminary
 14 Approval of the Settlement, GHP will simultaneously deliver the Class Data to the Administrator,
 15 in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
 16 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of
 17 this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
 18 employees who need access to the Class Data to effect and perform under this Agreement. GHP
 19 has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data
 20 omitted class member identifying information and to provide corrected or updated Class Data as
 21 soon as reasonably feasible. Without any extension of the deadline by which GHP must send the
 22 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in
 23 good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

24 4.3 Funding of Gross Settlement Amount. GHP shall fully fund the Gross
 25 Settlement Amount, and also fund the amounts necessary to fully pay GHP's share of payroll
 26 taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

27 4.4 Payments from the Gross Settlement Amount. Within 14 days after GHP
 28 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class

1 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
2 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
3 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
4 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
5 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
6 Payments.

7 4.4.1 The Administrator will issue checks for the Individual Class
8 Payments and/or Individual PAGA Payments and send them to the Class Members via First Class
9 U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than
10 180 days after the date of mailing) when the check will be voided. The Administrator will cancel
11 all checks not cashed by the void date. The Administrator will send checks for Individual
12 Settlement Payments to all Participating Class Members (including those for whom Class Notice
13 was returned undelivered). The Administrator will send checks for Individual PAGA Payments to
14 all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
15 Employees (including those for whom Class Notice was returned undelivered). The Administrator
16 may send Participating Class Members a single check combining the Individual Class Payment
17 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must
18 update the recipients' mailing addresses using the National Change of Address Database.

19 4.4.2 The Administrator must conduct a Class Member Address Search
20 for all other Class Members whose checks are returned undelivered without USPS forwarding
21 address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the
22 USPS forwarding address provided or to an address ascertained through the Class Member
23 Address Search. The Administrator need not take further steps to deliver checks to Class Members
24 whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a
25 replacement check to any Class Member whose original check was lost or misplaced, requested by
26 the Class Member prior to the void date.

27 4.4.3 For any Class Member whose Individual Class Payment check or
28 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator

1 shall transmit the funds represented by such checks to the California Controller's Unclaimed
2 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
3 requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties, Class
4 Counsel and Defense Counsel represent that they have no interest or relationship, financial or
5 otherwise, with the intended Cy Pres Recipient.

6 4.4.4 The payment of Individual Class Payments and Individual PAGA
7 Payments shall not obligate GHP to confer any additional benefits or make any additional
8 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
9 this Agreement.

10 5. [Reserved.]

11 6. **RELEASES OF CLAIMS.** Effective on the date when GHP fully funds the entire
12 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
13 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
14 against all Released Parties as follows:

15 6.1 Plaintiff's Release. Plaintiff and his or her respective former and present
16 spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
17 release and discharge Released Parties from all claims, transactions, or occurrences that occurred
18 during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could
19 have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA
20 claims that were, or reasonably could have been, alleged based on facts contained in the Operative
21 Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 6.2,
22 below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
23 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
24 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
25 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
26 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
27 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
28 notwithstanding such different or additional facts or Plaintiff's discovery of them.

1 6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section
2 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
3 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

8 6.2 Release by Participating Class Members Who Are Not Aggrieved
9 Employees: All Participating Class Members, on behalf of themselves and their respective former
10 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
11 release Released Parties from (i) all claims that were alleged, or reasonably could have been
12 alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the
13 course of the Action including, but not limited to, all statutes/ordinances referenced in the
14 Operative Complaint and corresponding provisions of the California Industrial Welfare
15 Commission Wage Orders and the California Code of Regulations, including but not limited to (1)
16 the California Code of Regulations, Title 8, §11050, (2) Labor Code Sections 200, 201, 202, 203,
17 204, 210, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 233, 245, 246, 256, 510, 512, 558, 1174, 1174.5,
18 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, as related to the above claims, (3) the Fair
19 Labor Standards Act, 29 U.S.C. § 201 et seq. and (4) all related federal, state or local statutes,
20 common law, ordinances, regulations, or provisions relating to the facts and claims in the Action,
21 including claims for failure to pay minimum wages, failure to pay overtime wages, failure to
22 provide required meal periods, failure to provide required rest periods, failure to properly pay
23 accrued sick days, failure to properly pay unused vacation pay, willful misclassification of
24 employees as independent contractors, failure to pay timely wages during employment, failure to
25 pay all wages due to discharged and quitting employees, failure to maintain required records,
26 failure to furnish accurate itemized wage statements, failure to reimburse necessary business
27 expenses, liquidated damages, civil penalties, premium wages, claims for injunctive relief and
28 restitution under California Business & Professions Code § 17200, 17203, and 17204, interest,

1 costs and attorneys' fees, including Labor Code Sections 218.5 and 218.6, Code of Civil
2 Procedure Section 1021.5 and Civil Code Section 3287. Participating Class Members who
3 negotiate or otherwise deposit their Settlement Payment Check will be deemed to have opted into
4 the Action for purposes of the Fair Labor Standards Act ("FLSA") and as to those Class Members,
5 they expressly waive and release any FLSA claims arising during the Class Period and reasonably
6 related to the claims and allegations in the Operative Complaints. This release excludes the
7 release of claims not permitted by law. The following language will be printed on the reverse of
8 each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating
9 this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of
10 Class Action Settlement and I consent to join in the FLSA portion of the Action, elect to
11 participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that
12 are covered by the Settlement". Except as set forth in Section 6.3 of this Agreement, Participating
13 Class Members do not release any other claims, including claims for vested benefits, wrongful
14 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
15 disability, social security, workers' compensation, or claims based on facts occurring outside the
16 Class Period.

17 6.3 Release by Non-Participating Class Members Who Are Aggrieved

18 Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to
19 release, on behalf of themselves and their respective former and present representatives, agents,
20 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
21 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
22 Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course
23 of the Action including, but not limited to, all statutes/ordinances referenced in the Operative
24 Complaint and the PAGA Notice and corresponding provisions of the California Industrial
25 Welfare Commission Wage Orders and the California Code of Regulations, including but not
26 limited to (1) the California Code of Regulations, Title 8, §11050, (2) Labor Code Sections 98.6,
27 200, 201, 202, 203, 204, 210, 221, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 233, 245, 246, 248.5,
28 256, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,

1 2698, 2699, 2699.5, and 2802, as related to the above claims, including claims for failure to pay
2 minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to
3 provide required rest periods, failure to properly pay accrued sick days, failure to properly pay
4 unused vacation pay, failure to pay timely wages during employment, failure to pay all wages due
5 to discharged and quitting employees, failure to maintain required records, failure to furnish
6 accurate itemized wage statements, failure to reimburse necessary business expenses, liquidated
7 damages, civil penalties, and premium wages.

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

11 7.1 GHP’s Declaration in Support of Preliminary Approval. Within 30 days of
12 the full execution of this Agreement, GHP will prepare and deliver to Class Counsel a signed
13 Declaration from GHP and Defense Counsel disclosing all facts relevant to any actual or potential
14 conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense
15 Counsel and GHP shall aver that they are not aware of any other pending matter or action
16 asserting claims that will be extinguished or adversely affected by the Settlement.

17 7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense
18 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
19 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
20 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
21 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
22 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
23 declaration from the Administrator attaching its “not to exceed” bid for administering the
24 Settlement and attesting to its willingness to serve; competency; operative procedures for
25 protecting the security of Class Data; amounts of insurance coverage for any data breach,
26 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
27 interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any
28 financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration

1 from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to
2 any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or
3 the proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to its
4 competency to represent the Class Members; its timely transmission to the LWDA of all necessary
5 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
6 Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699,
7 subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to
8 the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or
9 potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.
10 In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of
11 any other pending matter or action asserting claims that will be extinguished or adversely affected
12 by the Settlement.

13 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
14 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
15 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
16 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
17 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary
18 Approval to the Administrator.

19 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed
20 Motion for Preliminary Approval and/or the supporting declarations and documents, Class
21 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
22 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not
23 grant Preliminary Approval or conditions Preliminary Approval on any material change to this
24 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the
25 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
26 otherwise satisfy the Court's concerns.

27 **8. SETTLEMENT ADMINISTRATION.**

28 8.1 Selection of Administrator. The Parties have jointly selected Apex Class

1 Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex
2 Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
3 specified in this Agreement in exchange for payment of Administration Expenses. The Parties and
4 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
5 Administrator other than a professional relationship arising out of prior experiences administering
6 settlements.

7 8.2 Employer Identification Number. The Administrator shall have and use its
8 own Employer Identification Number for purposes of calculating payroll tax withholdings and
9 providing reports state and federal tax authorities.

10 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement
11 fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
12 Regulation section 468B-1.

13 8.4 Notice to Class Members.

14 8.4.1 No later than three (3) business days after receipt of the Class Data,
15 the Administrator shall notify Class Counsel that the list has been received and state the number of
16 Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

17 8.4.2 Using best efforts to perform as soon as possible, and in no event
18 later than 14 days after receiving the Class Data, the Administrator will send to all Class Members
19 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
20 Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit
21 A. The first page of the Class Notice shall prominently estimate the dollar amounts of any
22 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
23 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
24 Before mailing Class Notices, the Administrator shall update Class Member addresses using the
25 National Change of Address database.

26 8.4.3 Not later than 3 business days after the Administrator’s receipt of
27 any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
28 Notice using any forwarding address provided by the USPS. If the USPS does not provide a

1 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail
2 the Class Notice to the most current address obtained. The Administrator has no obligation to
3 make further attempts to locate or send Class Notice to Class Members whose Class Notice is
4 returned by the USPS a second time.

5 8.4.4 The deadlines for Class Members' written objections, challenges to
6 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14
7 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose
8 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline
9 with the re-mailed Class Notice.

10 8.4.5 If the Administrator, GHP or Class Counsel is contacted by or
11 otherwise discovers any persons who believe they should have been included in the Class Data
12 and should have received Class Notice, the Parties will expeditiously meet and confer in person or
13 by telephone, and in good faith in an effort to agree on whether to include them as Class Members.
14 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
15 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
16 requiring them to exercise options under this Agreement not later than 14 days after receipt of
17 Class Notice, or the deadline dates in the Class Notice, which ever are later.

18 8.5 Requests for Exclusion (Opt-Outs).

19 8.5.1 Class Members who wish to exclude themselves (opt-out of) the
20 Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
21 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional
22 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
23 from a Class Member or his/her representative that reasonably communicates the Class Member's
24 election to be excluded from the Settlement and includes the Class Member's name, address and
25 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,
26 emailed, or postmarked by the Response Deadline.

27 8.5.2 The Administrator may not reject a Request for Exclusion as invalid
28 because it fails to contain all the information specified in the Class Notice. The Administrator

1 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
2 identity of the person as a Class Member and the Class Member's desire to be excluded. The
3 Administrator's determination shall be final and not appealable or otherwise susceptible to
4 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
5 the Administrator may demand additional proof of the Class Member's identity. The
6 Administrator's determination of authenticity shall be final and not appealable or otherwise
7 susceptible to challenge.

8 8.5.3 Every Class Member who does not submit a timely and valid
9 Request for Exclusion is deemed to be a Participating Class Member under this Agreement,
10 entitled to all benefits and bound by all terms and conditions of the Settlement, including the
11 Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless
12 whether the Participating Class Member actually receives the Class Notice or objects to the
13 Settlement.

14 8.5.4 Every Class Member who submits a valid and timely Request for
15 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
16 or have the right to object to the class action components of the Settlement. Because future PAGA
17 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
18 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph
19 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

20 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60
21 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
22 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
23 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
24 challenge the allocation by communicating with the Administrator via fax, email or mail. The
25 Administrator must encourage the challenging Class Member to submit supporting documentation.
26 In the absence of any contrary documentation, the Administrator is entitled to presume that the
27 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
28 Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or

1 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
2 Administrator shall promptly provide copies of all challenges to the calculation of Workweeks
3 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
4 of the challenges.

5 8.7 Objections to Settlement.

6 8.7.1 Only Participating Class Members may object to the class action
7 components of the Settlement and/or this Agreement, including contesting the fairness of the
8 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
9 Litigation Expenses Payment and/or Class Representative Service Payment.

10 8.7.2 Participating Class Members may send written objections to the
11 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
12 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
13 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
14 must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an
15 additional 14 days for Class Members whose Class Notice was re-mailed).

16 8.7.3 Non-Participating Class Members have no right to object to any of
17 the class action components of the Settlement.

18 8.8 Administrator Duties. The Administrator has a duty to perform or observe
19 all tasks to be performed or observed by the Administrator contained in this Agreement or
20 otherwise.

21 8.8.1 Website, Email Address and Toll-Free Number. The Administrator
22 will establish and maintain and use an internet website to post information of interest to Class
23 Members including the date, time and location for the Final Approval Hearing and copies of the
24 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
25 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
26 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
27 Approval and the Judgment. The Administrator will also maintain and monitor an email address
28 and a toll-free telephone number to receive Class Member calls and emails.

1 8.8.2 Requests for Exclusion (Opt-Outs) and Exclusion List. The
2 Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their
3 validity. Not later than 5 days after the expiration of the deadline for submitting Requests for
4 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing
5 (a) the names and other identifying information of Class Members who have timely submitted
6 valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information
7 of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests
8 for Exclusion from Settlement submitted (whether valid or invalid).

9 8.8.3 Weekly Reports. The Administrator must, on a weekly basis,
10 provide written reports to Class Counsel and Defense Counsel that, among other things, tally the
11 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
12 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
13 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and
14 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include and provide
15 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
16 Requests for Exclusion and objections received.

17 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
18 authority to address and make final decisions consistent with the terms of this Agreement on all
19 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
20 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

21 8.8.5 Administrator’s Declaration. Not later than 14 days before the date
22 by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
23 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
24 for filing in Court attesting to its due diligence and compliance with all of its obligations under
25 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
26 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
27 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
28 number of written objections and attach the Exclusion List. The Administrator will supplement its

1 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
 2 for filing the Administrator’s declaration(s) in Court.

3 8.8.6 Final Report by Settlement Administrator. Within 10 days after the
 4 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
 5 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
 6 identification number only of all payments made under this Agreement. At least 15 days before
 7 any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
 8 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
 9 all payments required under this Agreement. Class Counsel is responsible for filing the
 10 Administrator’s declaration in Court.

11 **9. CLASS SIZE ESTIMATES.** Based on its records, GHP estimates that, as of April
 12 28, 2025, (1) there are 760 Class Members and 55,633 Total Workweeks during the Class Period
 13 and (2) there were 482 Aggrieved Employees who worked 15,392 Pay Periods during the PAGA
 14 Period.

15 **10. GHP’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion
 16 identified in the Exclusion List exceeds 10% of the total of all Class Members, GHP may, but is
 17 not obligated, elect to withdraw from the Settlement. The Parties agree that, if GHP withdraws, the
 18 Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will
 19 have any further obligation to perform under this Agreement; provided, however, GHP will
 20 remain responsible for paying all Settlement Administration Expenses incurred to that point. GHP
 21 must notify Class Counsel and the Court of its election to withdraw not later than seven days after
 22 the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
 23 effect.

24 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the
 25 calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the
 26 Settlement that includes a request for approval of the PAGA settlement under Labor Code section
 27 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion
 28 for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not

1 later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense
2 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
3 any disagreements concerning the Motion for Final Approval.

4 11.1 Response to Objections. Each Party retains the right to respond to any
5 objection raised by a Participating Class Member, including the right to file responsive documents
6 in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered
7 or accepted by the Court.

8 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions
9 Final Approval on any material change to the Settlement (including, but not limited to, the scope
10 of release to be granted by Class Members), the Parties will expeditiously work together in good
11 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
12 Approval. The Court's decision to award less than the amounts requested for the Class
13 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses
14 Payment and/or Administrator Expenses Payment shall not constitute a material modification to
15 the Agreement within the meaning of this paragraph.

16 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
17 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
18 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
19 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

20 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the
21 terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment
22 and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
23 their respective counsel, and all Participating Class Members who did not object to the Settlement
24 as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
25 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
26 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
27 the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
28 Parties' obligations to perform under this Agreement will be suspended until such time as the

1 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
2 the amount of the Net Settlement Amount.

3 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.

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

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

16 **13. ADDITIONAL PROVISIONS.**

17 13.1 No Admission of Liability, Class Certification or Representative
18 Manageability for Other Purposes. This Agreement represents a compromise and settlement of
19 highly disputed claims. Nothing in this Agreement is intended or should be construed as an
20 admission by GHP that any of the allegations in the Operative Complaint have merit or that GHP
21 has any liability for any claims asserted; nor should it be intended or construed as an admission by
22 Plaintiff that GHP's defenses in the Action have merit. The Parties agree that class certification
23 and representative treatment is for purposes of this Settlement only. If, for any reason the Court
24 does grant Preliminary Approval, Final Approval or enter Judgment, GHP reserves the right to
25 contest certification of any class for any reasons, and GHP reserves all available defenses to the
26 claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds
27 available and to contest GHP's defenses. The Settlement, this Agreement and Parties' willingness
28 to settle the Action will have no bearing on, and will not be admissible in connection with, any

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

2 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
3 GHP and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
4 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
5 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
6 directly or indirectly, specifically or generally, to any person, corporation, association, government
7 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
8 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
9 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
10 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
11 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
12 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, GHP and Defense
13 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
14 communication, before the filing of the Motion for Preliminary Approval, any with third party
15 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
16 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
17 communications with Class Members in accordance with Class Counsel's ethical obligations owed
18 to Class Members.

19 13.3 No Solicitation. The Parties separately agree that they and their respective
20 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
21 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
22 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical
23 obligations owed to Class Members.

24 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
25 Agreement together with its attached exhibits shall constitute the entire agreement between the
26 Parties relating to the Settlement, superseding any and all oral representations, warranties,
27 covenants, or inducements made to or by any Party.

28 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately

1 warrant and represent that they are authorized by Plaintiff and GHP, respectively, to take all
2 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
3 effectuate its terms, and to execute any other documents reasonably required to effectuate the
4 terms of this Agreement including any amendments to this Agreement.

5 13.6 Cooperation. The Parties and their counsel will cooperate with each other
6 and use their best efforts, in good faith, to implement the Settlement by, among other things,
7 modifying the Settlement Agreement, submitting supplemental evidence and supplementing points
8 and authorities as requested by the Court. In the event the Parties are unable to agree upon the
9 form or content of any document necessary to implement the Settlement, or on any modification
10 of the Agreement that may become necessary to implement the Settlement, the Parties will seek
11 the assistance of a mediator and/or the Court for resolution.

12 13.7 No Prior Assignments. The Parties separately represent and warrant that
13 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
14 transfer, or encumber to any person or entity and portion of any liability, claim, demand, action,
15 cause of action, or right released and discharged by the Party in this Settlement.

16 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, GHP nor Defense Counsel
17 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
18 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
19 CFR Part 10, as amended) or otherwise.

20 13.9 Modification of Agreement. This Agreement, and all parts of it, may be
21 amended, modified, changed, or waived only by an express written instrument signed by all
22 Parties or their representatives, and approved by the Court.

23 13.10 Agreement Binding on Successors. This Agreement will be binding upon,
24 and inure to the benefit of, the successors of each of the Parties.

25 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits
26 will be governed by and interpreted according to the internal laws of the state of California,
27 without regard to conflict of law principles.

28 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and

1 preparation of this Agreement. This Agreement will not be construed against any Party on the
2 basis that the Party was the drafter or participated in the drafting.

3 13.13 Confidentiality. To the extent permitted by law, all agreements made, and
4 orders entered during Action and in this Agreement relating to the confidentiality of information
5 shall survive the execution of this Agreement.

6 13.14 Use and Return of Class Data. Information provided to Class Counsel
7 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to
8 Class Counsel by GHP in connection with the mediation, other settlement negotiations, or in
9 connection with the Settlement, may be used only with respect to this Settlement, and no other
10 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
11 or rule of court. Not later than 90 days after the date when the Court discharges the
12 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
13 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from GHP
14 unless, prior to the Court's discharge of the Administrator's obligation, GHP makes a written
15 request to Class Counsel for the return, rather than the destructions, of Class Data.

16 13.15 Headings. The descriptive heading of any section or paragraph of this
17 Agreement is inserted for convenience of reference only and does not constitute a part of this
18 Agreement.

19 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this
20 Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement
21 falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day
22 thereafter.

23 13.17 Notice. All notices, demands or other communications between the Parties
24 in connection with this Agreement will be in writing and deemed to have been duly given as of the
25 third business day after mailing by United States mail, or the day sent by email or messenger,
26 addressed as follows:

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To Plaintiff:

Michael Elkin, Esq. (SBN 286862)
Jessica Gamboa, Esq. (SBN 285773)
Benjamin McLain, Esq. (SBN 340091)
ELKIN | GAMBOA LLP
4119 W. Burbank Blvd., Suite 110
Burbank, CA 91505
Tel: (323) 372-1202
Fax: (323) 372-1216

To GHP:

Kelly O. Scott (SBN 132186)
Jared W. Slater (SBN 306226)
Tanner Hosfield (SBN 345818)
ERVIN COHEN & JESSUP LLP
9401 Wilshire Boulevard, Twelfth Floor
Beverly Hills, California 90212-2974
Telephone: (310) 273-6333
Facsimile: (310) 859-2325

13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

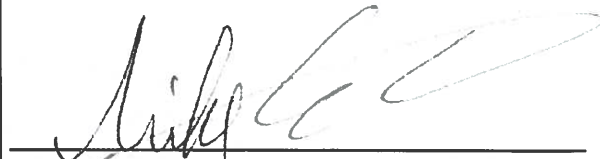
13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a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



Rosa Grasiela Moreno Gutierrez for Plaintiff



For GHP Management Corporation



Michael Elkin of ELKIN | GAMBOA LLP



Kelly O. Scott

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Counsel For Plaintiff

Counsel For Defendant

1 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND**
2 **HEARING DATE FOR FINAL COURT APPROVAL**

3 *Rosa Grasiela Moreno Gutierrez v. GHP Management Corporation*

4 LASC Case No. 23STCV26618

5 *The Superior Court for the State of California authorized this Notice. Read it carefully!*

6 *It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

7 **You may be eligible to receive money** from an employee class action and a Private
8 Attorneys General Act lawsuit (“Action”) against GHP Management Corporation (“GHP” is used
9 herein as a placeholder) for alleged wage and hour violations. The Action was filed by a former
10 GHP employee (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of
11 non-exempt, hourly employees (“Class Members”) who worked for GHP during the Class Period
12 (October 31, 2019 to the date of preliminary approval); and (2) penalties under the California
13 Private Attorney General Act (“PAGA”) for all non-exempt, hourly employees who worked for
14 GHP during the PAGA Period (June 2, 2022 to the date of preliminary approval) (“Aggrieved
15 Employees”).

16 The proposed Settlement has two main parts: (1) a Class Settlement requiring GHP to fund
17 Individual Class Payments, and (2) a PAGA Settlement requiring GHP to fund Individual PAGA
18 Payments and pay penalties to the California Labor and Workforce Development Agency
19 (“LWDA”).

20 Based on GHP’s records, and the Parties’ current assumptions, **your Individual Class**
21 **Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA**
22 **Payment is estimated to be \$ _____.** The actual amount you may receive likely will be
23 different and will depend on a number of factors. (If no amount is stated for your Individual
24 PAGA Payment, then according to GHP’s records you are not eligible for an Individual PAGA
25 Payment under the Settlement because you didn’t work as a non-exempt, hourly employee during
26 the PAGA Period.)

27 The above estimates are based on GHP’s records showing that **you worked _____**
28 **workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA

1 Period. If you believe that you worked more workweeks/pay periods during either period, you can
 2 submit a challenge by the deadline date. *See* Section 4 of this Notice.

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

11 If you worked for GHP during the Class Period and/or the PAGA Period, you have two
 12 basic options under the Settlement:

- 13 (1) **Do Nothing.** You don’t have to do anything to participate in the proposed
 14 Settlement and be eligible for an Individual Class Payment and/or an Individual
 15 PAGA Payment. As a Participating Class Member, though, you will give up your
 16 right to assert Class Period wage claims and PAGA Period penalty claims against
 17 GHP.
- 18 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
 19 Settlement (opt-out) by submitting the written Request for Exclusion or otherwise
 20 notifying the Administrator in writing. If you opt-out of the Settlement, you will
 21 not receive an Individual Class Payment. You will, however, preserve your right to
 22 personally pursue Class Period wage claims against GHP, and, if you are an
 23 Aggrieved Employee, remain eligible for an Individual PAGA Payment. You
 24 cannot opt-out of the PAGA portion of the proposed Settlement.

25 **GHP will not retaliate against you for any actions you take with respect to the**
 26 **proposed Settlement.**

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SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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

<p>1 _____</p> <p>2</p> <p>3</p>	<p>You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>4 You Can Participate in</p> <p>5 the _____ Final</p> <p>6 Approval Hearing</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____ . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>11 You Can Challenge the</p> <p>12 Calculation of Your</p> <p>13 Workweeks/Pay</p> <p>14 Periods</p> <p>15</p> <p>16 Written Challenges</p> <p>17 Must be Submitted by</p> <p>18 _____.</p> <p>19</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to GHP’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.</p>

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

21 Plaintiff is a former GHP employee. The Action accuses GHP of violating California labor
 22 laws by failing to pay overtime wages, minimum wages, wages due upon termination, accrued
 23 sick days, unused vacation pay, and reimbursable expenses, and willful misclassification of
 24 employees as independent contractors, failing to provide meal periods, rest breaks, required
 25 records, and accurate itemized wage statements. Based on nearly the same claims, Plaintiff has
 26 also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor
 27 Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Michael
 28 Elkin, Esq, Benjamin McLain, Esq., and ELKIN | GAMBOA LLP (“Class Counsel.”)

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

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

5 So far, the Court has made no determination whether GHP or Plaintiff is correct on the
 6 merits. In the meantime, Plaintiff and GHP hired an experienced, neutral mediator
 7 a retired judge in an effort to resolve the Action by negotiating an to end the case by agreement
 8 (settle the case) rather than continuing the expensive and time-consuming process of litigation.
 9 The negotiations were successful. By signing a lengthy written settlement agreement
 10 (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and
 11 enforcing the Agreement, Plaintiff and GHP have negotiated a proposed Settlement that is subject
 12 to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of
 13 disputed claims. By agreeing to settle, GHP does not admit any violations or concede the merit of
 14 any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you
 15 because they believe that: (1) GHP has agreed to pay a fair, reasonable and adequate amount
 16 considering the strength of the claims and the risks and uncertainties of continued litigation; and
 17 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
 18 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
 19 Notice, and scheduled a hearing to determine Final Approval.

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

23 1. GHP Will Pay Eight Hundred and Five Thousand Dollars and Zero Cents
 24 (\$805,000) as the Gross Settlement Amount (Gross Settlement). GHP has agreed to
 25 deposit the Gross Settlement into an account controlled by the Administrator of the
 26 Settlement. The Administrator will use the Gross Settlement to pay the Individual
 27 Class Payments, Individual PAGA Payments, Class Representative Service
 28 Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s

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expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, GHP will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

- A. Up to \$281,750.00 (35 % of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$ 25,000.00for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. The Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$11,500.00 to the Administrator for services administering the Settlement.
- D. Up to \$60,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the

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Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and GHP are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. GHP will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies
- will be deposited with the California Controller’s Unclaimed Property Fund in your name.
 - will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against GHP.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against GHP based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and GHP have agreed that, in either case, the Settlement will be void: GHP will not pay any money and Class Members will not release any claims against GHP.

8. Administrator. The Court has appointed a neutral company, _____ (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the

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Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

- 9. Participating Class Members’ Release. After the Judgment is final and GHP has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against GHP or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, but not limited to, all statutes/ordinances referenced in the Operative Complaint and corresponding provisions of the California Industrial Welfare Commission Wage Orders and the California Code of Regulations, including but not limited to (1) the California Code of Regulations, Title 8, §11050, (2) Labor Code Sections 200, 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 233, 245, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, as related to the above claims, (3) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and (4) all related federal, state or local statutes, common law, ordinances, regulations, or provisions relating to the facts and claims in the Action, including claims for failure to pay minimum wages,

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failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to properly pay accrued sick days, failure to properly pay unused vacation pay, willful misclassification of employees as independent contractors, failure to pay timely wages during employment, failure to pay all wages due to discharged and quitting employees, failure to maintain required records, failure to furnish accurate itemized wage statements, failure to reimburse necessary business expenses, liquidated damages, civil penalties, premium wages, claims for injunctive relief and restitution under California Business & Professions Code § 17200, 17203, and 17204, interest, costs and attorneys’ fees, including Labor Code Sections 218.5 and 218.6, Code of Civil Procedure Section 1021.5 and Civil Code Section 3287. Participating Class Members who negotiate or otherwise deposit their Settlement Payment Check will be deemed to have opted into the Action for purposes of the Fair Labor Standards Act (“FLSA”) and as to those Class Members, they expressly waive and release any FLSA claims arising during the Class Period and reasonably related to the claims and allegations in the Operative Complaints. This release excludes the release of claims not permitted by law. The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the FLSA portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement”. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment

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insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

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

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

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice and ascertained in the course of the Action including, but not limited to, all statutes/ordinances referenced in the Operative Complaint and the PAGA Notice and corresponding provisions of the California Industrial Welfare Commission Wage Orders and the California Code of Regulations, including but not limited to (1) the California Code of Regulations, Title 8, §11050, (2) Labor Code Sections 98.6, 200, 201, 202, 203, 204, 210, 221, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 233, 245, 246, 248.5, 256, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194,

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1194.2, 1197, 1197.1, 1198, 2698, 2699, 2699.5, and 2802, as related to the above claims, including claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to properly pay accrued sick days, failure to properly pay unused vacation pay, failure to pay timely wages during employment, failure to pay all wages due to discharged and quitting employees, failure to maintain required records, failure to furnish accurate itemized wage statements, failure to reimburse necessary business expenses, liquidated damages, civil penalties, and premium wages.

- 4. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**
 - 1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
 - 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$60,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
 - 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in GHP’s records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

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You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept GHP’s calculation of Workweeks and/or Pay Periods based on GHP’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek and/or pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and GHP’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally

1 sign your request, identify the Action as Rosa Grasiela Moreno Gutierrez v. GHP Management
 2 Corporation, LASC Case No. 23STCV26618 and include your identifying information (full name,
 3 address, telephone number, approximate dates of employment, and social security number for
 4 verification purposes). You must make the request yourself. If someone else makes the request for
 5 you, it will not be valid. **The Administrator must be sent your request to be excluded by**
 6 _____, **or it will be invalid.** Section 9 of the Notice has the Administrator’s contact
 7 information.

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

10 Only Participating Class Members have the right to object to the Settlement. Before
 11 deciding whether to object, you may wish to see what Plaintiff and GHP are asking the Court to
 12 approve. At least 16 days before the _____ Final Approval Hearing, Class Counsel
 13 and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other
 14 things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation
 15 Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees
 16 and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative
 17 Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section
 18 9 of this Notice) will send you copies of these documents at no cost to you. You can also view
 19 them on the Administrator’s Website _____(url)_____or the Court’s website
 20 _____(url)_____.

21 A Participating Class Member who disagrees with any aspect of the Agreement, the
 22 Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may
 23 wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested
 24 by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written**
 25 **objections to the Administrator is** _____. Be sure to tell the Administrator what you
 26 object to, why you object, and any facts that support your objection. Make sure you identify the
 27 Action Rosa Grasiela Moreno Gutierrez v. GHP Management Corporation, LASC Case No.
 28 23STCV26618 and include your name, current address, telephone number, and approximate dates

1 of employment for GHP and sign the objection. Section 9 of this Notice has the Administrator’s
 2 contact information.

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

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

10 You can, but don’t have to, attend the Final Approval Hearing on _____
 11 at _____ (time) _____ in Department 10 of the Los Angeles Superior Court, located at 312
 12 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to
 13 grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to
 14 Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors,
 15 Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to
 16 attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check
 17 the Court’s website for the most current information.

18 It’s possible the Court will reschedule the Final Approval Hearing. You should check the
 19 Administrator’s website _____ (url) _____ beforehand or contact Class Counsel to verify the
 20 date and time of the Final Approval Hearing.

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

23 The Agreement sets forth everything GHP and Plaintiff have promised to do under the
 24 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
 25 Settlement documents is to go to _____’s website
 26 at _____ (url) _____. You can also telephone or send an email to Class Counsel or the
 27 Administrator using the contact information listed below, or consult the Superior Court website by
 28 going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for

1 the Action, Case No. 23STCV26618. You can also make an appointment to personally review
2 court documents in the Clerk’s Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

3 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
4 **ABOUT THE SETTLEMENT.**

5 Class Counsel:
6 Name of Attorney: Michael Elkin, Esq.
7 Email Address: michael@elkingamboa.com
8 Name of Firm: ELKIN | GAMBOA LLP
9 Mailing Address: 4119 W. Burbank Blvd., Suite
10 110
11 Burbank, CA 91505
12 Telephone: (323) 372-1202

13 Settlement Administrator:
14 Name of Company: Apex Class Action LLC
15 Email Address:
16 Mailing Address:
17 Telephone:
18 Fax Number:

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

15 If you lose or misplace your settlement check before cashing it, the Administrator will
16 replace it as long as you request a replacement before the void date on the face of the original
17 check. If your check is already void

- 18 you should consult the Unclaimed Property Fund at
19 https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the
20 funds
- 21 you will have no way to recover the money.

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

24 To receive your check, you should immediately notify the Administrator if you move or
25 otherwise change your mailing address.