

CLASS/COLLECTIVE ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class/Collective Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Kyana Rampley (“Plaintiff”) and Defendant Bear Valley Community Healthcare District (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Kyana Rampley v. Bear Valley Community Healthcare District*, Case No. 5:21-cv-01270-SPG-SHKx initiated on July 29, 2021 and pending in the United States District Court, Central District of California.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.
- 1.5. “Class Counsel” means Kevin Mahoney and John Young of Mahoney Law Group, APC.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession including the member’s name, last-known mailing address, Social Securitynumber, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.8. “Class Member” or “Settlement Class” means all current and former non-exempt employees employed by Defendant within the State of California at any time during the Class Period.
- 1.9. “Class Period” means the period from July 29, 2018 to the earlier of (1) the date of preliminary approval of the Settlement or (2) the pay period ending date when Class Members collectively worked a number of Workweeks closest to 43,000 Workweeks.
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date For Final Court Approval, to be mailed to Class Members in English in the form, without material variation, attached as “**Exhibit A**” and incorporated by reference into this Agreement.
- 1.12. “Class Representative” means Plaintiff Kyana Rampley.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Class Settlement” means the settlement and resolution of the Released Claims as described in Paragraph 5.2 below.
- 1.15. “Court” means the United States District Court, Central District of California.
- 1.16. “Defense Counsel” means Jeffrey S. Ranen, William C. Sung, and Sawyer Stephens of Lewis Brisbois Bisgaard & Smith LLP.
- 1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating

Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “FLSA” means the Fair Labor Standards Act.
- 1.22. “Gross Settlement Amount” means Two Hundred Forty Thousand Dollars and Zero Cents (\$240,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Settlement Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses.
- 1.23. “Individual PAGA Payment” or “Individual PAGA Settlement Payment” mean the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24. “Individual Settlement Payment” means the net payment of each Participating Class Member’s Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as provided in Paragraph 3.2.4 below.
- 1.25. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Participating Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 3.2.4.

- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Defendant” means named Bear Valley Community Healthcare District.
- 1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses. The remainder is to be paid to Participating Class Members as Individual FLSA Settlement Payments.
- 1.31. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. “Operative Complaint” means Plaintiff’s First Amended Complaint.
- 1.33. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period. PAGA Pay Periods are based on pay periods during which at least one day was worked.
- 1.34. “PAGA Period” means starts on July 29, 2020 and ends on the same date as the Class Period.
- 1.35. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.36. “PAGA Notice” means Plaintiff letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.37. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of Released PAGA

Claims.

- 1.38. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.
- 1.39. "Plaintiff" means Plaintiff Kyana Rampley.
- 1.40. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.41. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.42. "Released FLSA Class Claims" and "Release Labor Code Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.43. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.
- 1.44. "Released Parties" means Defendant and their former, present, and future directors, officers, shareholders, owners, parents, members, partners, predecessors, successors, assigns, subsidiaries, all affiliates and affiliated companies, management companies, joint venturers, agents (including any investment bankers, consultant, accountants, insurers, attorneys and any past, present, or future officers, directors and employees), employees, and stockholders.
- 1.45. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Settlement signed by the Class Member.
- 1.46. "Response Deadline" means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from or Request for Opt-In to the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline shall be extended by fourteen (14) calendar days for those Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator.

1.47. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.48. “Workweek” means any week during which a Class Member actively worked for Defendant during the Class Period. Workweeks are based on weeks during which at least one day was worked.

2. RECITALS.

2.1. On July 29, 2021, Plaintiff commenced this Action by filing a Class Action Complaint for Damages alleging a cause of action against Defendant for failure to pay overtime compensation under the FLSA. Plaintiff filed a First Amend Complaint alleging causes of action against Defendant for failure to pay minimum wage and overtime compensation under the FLSA and California Labor Code, statutory penalties under the Labor Code, and civil penalties under the PAGA.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave notice by online submission to the LWDA and by certified mail to Defendant of the specific provisions of the California Labor Code that Defendant allegedly violated.

2.3. On December 2, 2022, the Parties participated in an all-day mediation presided over by Steven Serratore, Esq., which led to this Agreement to settle the Action. Prior to mediation, Plaintiff obtained, through formal and informal discovery, documents, testimony, and information, including, but not limited to: (1) Plaintiff’s personnel file and time and payroll records; (2) a 33.33% classwide sampling of time and payroll records; (3) Defendant’s employee handbooks and policy documents in effect; (4) exemplars of Defendant’s wage statements provided to employees; and (5) various data points regarding the non-exempt employees, including, but not limited to the number of non-exempt employees and workweeks worked and the average hourly rate paid to non-exempt employees.

2.4. The Court has not granted class or conditional certification. The Parties agree to class and conditional certification for settlement purposes only.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay Two Hundred Forty Thousand Dollars and Zero Cents (\$240,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Settlement Shares. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. None of the Gross Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (in addition to any Individual Settlement Payment and any Individual PAGA Payment the Class Representative is entitled to receive). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (33.33%) of the Gross Settlement Amount, which is currently estimated to be Eighty Thousand Dollars and Zero Cents (\$80,000.00) and a Class Counsel Litigation Expenses Payment of not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will

allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3.To the Administrator: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) except for a showing of good cause and as approved by the Court. To the extent the actual Administration Expenses are less or the Court approves payment less than Ten Thousand Dollars and Zero Cents (\$10,000.00), the Administrator will retain the remainder in the Net Settlement Amount. Any unused funds of this cost allocation will revert to Participating Class Members. All Administration Expenses, including the cost of paying uncashed or returned checks to the State Controller's Unclaimed Property Fund, shall be paid from the Gross Settlement Amount. Defendant shall not be required to pay additional funds toward Administration Expenses.

3.2.4.Individual Settlement Share Calculations: Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

3.2.4.1. After Preliminary Approval of the Settlement, the Administrator will by divide the Net Settlement Amount by the total number of Workweeks worked by all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement.

- 3.2.4.2. After Final Approval of the Settlement, the Administrator will divide the final Net Settlement Amount by the Workweeks of all Participating Class Members to yield the “Final Workweek Value,” and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his or her respective Individual Settlement Share.
- 3.2.4.3. Tax Allocation of Individual Settlement Payments. Twenty percent (20%) of each Participating Class Member’s Individual Settlement Share will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member’s Individual Settlement Share will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Shares.
- 3.2.4.4. Effect of Non-Participating Class Members on Calculation of Individual Settlement Shares. Non-Participating Class Members will not receive any Individual Settlement Shares. The Administrator will retain amounts equal to their Individual Settlement Share in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.
- 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties, i.e. \$7,500.00, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate 75% of the approved PAGA Penalties to the LWDA PAGA Payment and 25% of the approved PAGA Penalties to the Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement.
- 4.2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount within 30 calendar days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
 - 4.4.1. The Administrator will issue checks for the Individual Settlement Payments and Individual PAGA Payments and send them to Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees. The Administrator may send Participating Class Members a single check combining the Individual and/or PAGA Settlement Payments. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address

Database.

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

4.4.3. For any Class Member and/or Aggrieved Employee whose Individual and/or PAGA Settlement Payments check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member and/or Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. RELEASES OF CLAIMS. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Plaintiff, all Participating Class Members, and all Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts and legal assertions contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts and legal assertions contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action ("Plaintiff's Release").

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

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

5.2 Released Class Claims by Participating Class Members: All Participating Class Members, who endorse/cash their settlement check pursuant to paragraph 7.5, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, that arose during the Class Period, based on the facts and legal assertions stated in the Operative Complaint and ascertained in the course of the Action, including any and all claims involving any alleged failure to pay minimum wages and overtime wages and for liquidated damages under the FLSA, 29 U.S.C §§ 201, et seq., and 29 C.F.R. §§ 778.101, et seq. (the "Release FLSA Class Claims").

In addition, 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 all claims that were alleged, or reasonably could have been alleged, that arose during the Labor Code Class Period, based on the facts and legal assertions stated in the Operative Complaint and ascertained in the course of the Action, including any and all claims involving any alleged failure to pay overtime wages pursuant to California Labor Code sections 510 and 1194, and applicable IWC Wage Orders; failure to pay minimum wages pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203; failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and applicable IWC Wage Orders; and failure to maintain adequate payroll records pursuant to California Labor Code sections 1174(d) and applicable IWC Wage Orders (the "Released Labor Code Class Claims").

“Released FLSA Class Claims” and “Released Labor Code Class Claims” shall collectively be referred to herein as “Released Class Claims.”

- 5.3 Release by Aggrieved Employees: All Aggrieved Employees, whether or not they are a Participating Class Member, 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 civil penalties under California Labor Code §§ 2699, et seq. that were alleged, or reasonably could have been alleged, that arose during the PAGA Period, based on the facts and legal assertions stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including any and all claims for any alleged failure to pay overtime wages pursuant to California Labor Code sections 510 and 1194, and applicable IWC Wage Orders; failure to pay minimum wages pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203; failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and applicable IWC Wage Orders; and failure to maintain adequate payroll records pursuant to California Labor Code sections 1174(d) and applicable IWC Wage Orders (the “Released PAGA Claims”).
- 5.4 Release by Defendant. Upon the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Defendant hereby fully release Plaintiff and Plaintiff’s heirs, agents, representatives, assigns, executors, and/or anyone on Plaintiff’s behalf (collectively, the “Plaintiff Released Parties”) from all claims or causes of action by reason of any injuries and/or damages or losses, known or unknown, foreseen or unforeseen, patent or latent, which Defendant has sustained or which may be sustained as a result of any facts and circumstances arising out of or in any way related to Plaintiff’s employment with Defendant and the filing of the Action,
6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)). Plaintiff shall also submit the Settlement to the LWDA.
- 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than sixty (60) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators and will ask the Court to appoint Phoenix Settlement Administrators to serve as the Administrator and to perform all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator take steps to establish a case-specific Employer Identification Number, if necessary, for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as “**Exhibit A**”. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Settlement Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database. The Class Notice shall also include a postage prepaid postcard substantially in the form attached to this Agreement as “**Exhibit B**” which permits Class Members to opt out of the Class Settlement.
- 7.4.2 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.3 The deadlines for Class Members’ written objections to the Settlement, disputes regarding Workweeks and/or Pay Periods, and Requests for Exclusion from the Class Settlement will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 FLSA Portion of the Settlement.

7.5.1 Class Members who choose to participate in this Class Settlement by endorsing/cashing their settlement check will be deemed to have opted into the Action for purposes of the FLSA, and will have released FLSA Class Claims as detailed in paragraph 5.2.

7.6 Requests for Exclusion from the Settlement (Opt-Outs).

7.6.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline which may be the Request for Exclusion Form or a separate written document. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the member's election to be excluded from their portion of the Class Settlement and includes the member's name, address, and email address or telephone number and the case name "Rampley v. Bear Valley Community Healthcare District." To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

7.6.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or

otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.6.3 Class Members who do not submit a timely and valid Request for Exclusion are deemed to be Participating Class Members under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Released Labor Code Class Claims under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.6.4 Class Members who submit a valid and timely Request for Exclusion are Non-Participating Class Members and shall not receive an Individual Settlement Payment or have the right to object to the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.7 Challenges to Calculation of Workweeks. Each Class Member and Aggrieved Employee shall have until the Response Deadline to challenge the number of Class Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Code Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.8 Objections to Portions of the Settlement.

7.8.1 Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Class Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.8.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.

7.8.3 Non-Participating Class Members have no right to object to the portions of the Settlement.

7.8.4 Aggrieved Employees have no right to object to the PAGA portion of the Settlement.

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

7.9.1 Website, Email Address and Toll-Free Number. The Administrator will post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment on a portion of its website. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.9.2 Requests for Exclusion (Opt-outs). The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.

7.9.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally

the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, and Requests for Exclusion (whether valid or invalid) received, objections received, and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion.

- 7.9.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.9.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Class Counsel is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Opt-In and Requests for Exclusion it received (both valid or invalid), and the number of written objections to the Class Settlement. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.9.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. MOTION FOR FINAL APPROVAL. Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 8.1 Response to Objections. Each Party retains the right to respond to any objection to the Class Settlement raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 8.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. Material modification to the Agreement by the Court voids the Agreement at the option of the adversely affected party. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Penalties, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 8.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an

objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

9. **AMENDED JUDGMENT.** If any amended judgment is required, the Parties will work together in good faith to jointly submit and proposed amended judgment.

10. **ADDITIONAL PROVISIONS.**

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

- 10.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

Additionally, Plaintiff and Class Counsel agree they shall make no public statement or release regarding this Agreement, and agree not to post the settlement terms, amount, or that they obtained a settlement from Defendant on their website or social media accounts.

- 10.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Class Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 10.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Class

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299809)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone No.: (562) 590-5550
Facsimile No.: (562) 590-8400

To Defendant:

Jeffrey S. Ranen
William C. Sung
Sawyer Stephens
Lewis Brisbois Bisgaard & Smith LLP
633 West 5th Street, Suite 4000

Los Angeles, CA 90071
Tel.: (213) 250-1800
Fax: (213) 250-7900
E-Mail: jeffrey.ranen@lewisbrisbois.com
william.sung@lewisbrisbois.com
sawyer.stephens@lewisbrisbois.com

- 10.17 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.
- 10.18 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.
- 10.19 Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

IT IS SO AGREED.

DocuSigned by:

 317DDB5B7D0F4A8...

 Kyana Rampley
 Plaintiff

 By: Evan Rayner, CEO
 Defendant Bear Valley Community
 Healthcare District

2/21/2023

 Date

 Date

Los Angeles, CA 90071
Tel.: (213) 250-1800
Fax: (213) 250-7900
E-Mail: jeffrey.ranen@lewisbrisbois.com
william.sung@lewisbrisbois.com
sawyer.stephens@lewisbrisbois.com

- 10.17 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.
- 10.18 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.
- 10.19 Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

IT IS SO AGREED.

Kyana Rampley
Plaintiff



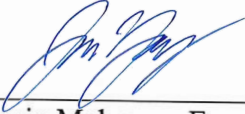
By: Evan Rayner, CEO
Defendant Bear Valley Community
Healthcare District

Date

Date

2/23/23

APPROVED AS TO FORM



Kevin Mahoney, Esq.
John A. Young, Esq.
MAHONEY LAW GROUP, APC
Counsel for Plaintiff and the Putative
Class/Aggrieved Parties



Jeffrey S. Ranen, Esq.
William C. Sung, Esq.
Sawyer Stephens, Esq.
Lewis Brisbois Bisgaard & Smith LLP
Counsel for Defendant

February 27, 2023

Date

2/17/2023

Date

EXHIBIT A

**[COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL]**

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

Rampley v. Bear Valley Community Healthcare District

[U.S. District Court, Central District of California, Case No. 5:21-cv-01270-SPG-SHKx]

The U.S. District Court, Central District of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Bear Valley Community Healthcare District (“Bear Valley”) for alleged wage and hour violations. The Action was filed by a former Bear Valley employee Kyana Rampley (“Plaintiff”) and seeks payment of (1) alleged unpaid wages, statutory penalties, interest, and attorneys’ fees and costs for a class of all non-exempt or hourly-paid employees (“Class Members”) who worked for Bear Valley during the Class Period (July 29, 2018 to _____); and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Bear Valley during the PAGA Period (July 29, 2020 to _____) (“Aggrieved Employees”).

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

Based on Bear Valley’s records, **your Individual Settlement Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Bear Valley’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work as a non-exempt employee during the PAGA Period.)

The above estimates are based on Bear Valley’s records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ PAGA Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks during the Class Period or PAGA Pay Periods during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are

affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Bear Valley to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Bear Valley.

If you worked for Bear Valley as a non-exempt employee during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **PARTICIPATE IN THE CLASS SETTLEMENT AND RECEIVE MONEY**. You can participate in the Class Settlement and receive your share of the settlement payment by not taking any action. You will receive your Individual Settlement Payment so long as you do not opt-out of the settlement. As a Participating Class Member, you will give up your right to assert Released Class Claims. If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.
- (2) **NOT PARTICIPATE IN THE CLASS SETTLEMENT AND NOT RECEIVE MONEY**. You can exclude yourself from the Class Settlement by completing, signing, and mailing the postage pre-paid Response Form in which you check the box for “Request for Exclusion” or otherwise notifying the Administrator of your Request for Opt-Out in writing via email, fax, or mail at the contact information provided below in Section 9. If you exclude yourself from the Class Settlement, you will not receive any settlement payment from the Class Settlement. You will, however, preserve your right to personally pursue Class Claims against Bear Valley, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement.

Bear Valley will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>Participate in the Class Settlement and <u>Receive Money</u></p>	<p>If you do nothing, you will be a Participating Class Member and eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Class Claims and Released PAGA Clams against Bear Valley that are covered by this Settlement.</p> <p>The deadline to make this election (e.g., postmark the Response</p>
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	<p>Form or email/fax the Administrator) is _____.</p>
<p>Not Participate in the Class Settlement and <u>Not</u> Receive Money</p>	<p>If you complete, sign, and mail the postage pre-paid Response Form in which you check the box for “Request for Exclusion” or otherwise notifying the Administrator of your Request for Exclusion in writing, you will be a Non-Participating Class Member and no longer eligible for any Individual Settlement 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 Settlement. Bear Valley must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).</p> <p>The deadline to make this election (e.g., postmark the Response Form or email/fax the Administrator) is _____.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on [_____] at [_____]. 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>You Can Challenge the Calculation of Your Workweeks/Pay Periods</p>	<p>The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many Workweeks and PAGA Pay Periods you were determined to have worked with the Class Period and PAGA Period, respectively, as follows:</p> <p>Workweeks are based weeks during which at least one day was worked as a non-exempt employee.</p> <p>PAGA Pay Periods are based on pay periods during which at least one day was worked as a non-exempt employee.</p> <p>The number of Workweeks and number of PAGA Pay Periods you worked according to Bear Valley’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>[Response Deadline]</u>. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Bear Valley employee. On July 29, 2021, Plaintiff commenced the class action lawsuit entitled *Rampley v. Bear Valley Community Healthcare District*, in the U.S. District Court, Central District of California, Case No. 5:21-cv-01270-SPG-SHKx (the “Action”). The Action alleges Bear Valley of violating federal and California laws by failing to properly pay minimum and overtime wages, timely pay wages during employment and upon termination of employment, and provide accurate itemized wage statements and keep requisite payroll records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action (“Class Counsel”):

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
John Young (SBN: 299809)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Bear Valley strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. The Court has not made any finding of liability in this case.

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

So far, the Court has made no determination whether Bear Valley or Plaintiff is correct on the merits. In the meantime, Plaintiff and Bear Valley hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Bear Valley have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Bear Valley does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Bear Valley has agreed to pay a fair, reasonable and adequate amount

considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Bear Valley Will Pay \$240,000.00 as the Gross Settlement Amount (Gross Settlement). Bear Valley has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Bear Valley will fund the Gross Settlement not more than thirty (30) 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 \$80,000.00 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

 - B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Settlement Payment and any Individual PAGA Payment.

 - C. Up to \$10,000.00 to the Administrator for services administering the Settlement.

 - D. Up to \$10,000.00 for PAGA Penalties, allocated as 75% to the LWDA PAGA Payment and 25% to be paid to the Aggrieved Employees based on their PAGA 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 Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement Amount”) by making Individual Settlement Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Bear Valley are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages (“Wage Portion”) and 80% to interest, penalties, and non-wage damages (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Bear Valley 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 Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Bear Valley 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 Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not 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. 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.
6. Participating in the Class Settlement. As a reminder, if you want to participate in the Class Settlement and receive money, then you do not need to take any action. If you do not want to participate in the Class Settlement and do not want to receive money, the easiest way is to complete, sign, and mail the postage pre-paid Response Form in which you check the box for “Request for Exclusion”. You must submit your Request for Exclusion not later than [Response Deadline].

You cannot opt-out of the PAGA 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 Bear Valley 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. Plaintiff and Bear Valley have agreed that, in either case, the Settlement will be void: Bear Valley will not pay any money and Class Members will not release any claims against Bear Valley.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Response Forms. The Administrator will also decide disputes regarding Workweeks and/or PAGA Pay Periods, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release of Released FLSA and Labor Code Class Claims. Upon the Effective Date and full funding of the Gross Settlement (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that if you participate in the Class settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Bear Valley or Released Parties for Released Class Claims.

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 all claims that were alleged, or reasonably could have been alleged, that arose during the Class Period, based on the facts and legal assertions stated in the Operative Complaint and ascertained in the course of the Action, including any and all claims involving any alleged failure to pay minimum wages and overtime wages and for liquidated damages under the FLSA, 29 U.S.C §§ 201, et seq., and 29 C.F.R. §§ 778.101, et seq..

In addition, 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 all claims that were alleged, or reasonably could have been alleged, that arose during the Class Period, based on the facts and legal assertions stated in the Operative Complaint and ascertained in the course of the Action, including any and all claims involving any alleged failure to pay overtime wages pursuant to California Labor Code sections 510 and 1194, and

applicable IWC Wage Orders; failure to pay minimum wages pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203; failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and applicable IWC Wage Orders; and failure to maintain adequate payroll records pursuant to California Labor Code sections 1174(d) and applicable IWC Wage Orders (the “Released Labor Code Class Claims”).

10. Aggrieved Employees’ Release of Released PAGA Claims. After the Effective Date and full funding of the Gross Settlement Amount (including all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments), all Aggrieved Employees will be barred from asserting PAGA claims against Released Parties, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees cannot sue, continue to sue, or participate in any other PAGA claim against Released Parties based on the facts alleged in the Action during the PAGA Period and resolved by this Settlement. The Aggrieved Employees’ Release is as follows:

All Aggrieved Employees, whether or not they are a Participating Class Member, 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 civil penalties under California Labor Code §§ 2699, et seq. that were alleged, or reasonably could have been alleged, that arose during the PAGA Period, based on the facts and legal assertions stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including any and all claims for any alleged failure to pay overtime wages pursuant to California Labor Code sections 510 and 1194, and applicable IWC Wage Orders; failure to pay minimum wages pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and applicable IWC Wage Orders; failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203; failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and applicable IWC Wage Orders; failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226(a) and applicable IWC Wage Orders; and failure to maintain adequate payroll records pursuant to California Labor Code sections 1174(d) and applicable IWC Wage Orders (the “Released PAGA Claims”).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Shares. The Administrator will by divide the final Net Settlement

Amount by the total number of Workweeks worked by all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 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 Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Bear Valley's records, are stated in the first page of this Notice. You have until [Response Deadline] to dispute the number of Workweeks and/or Pay Periods credited to you. You can submit your dispute in the Response Form comment section or signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Bear Valley's calculation of Workweeks and/or Pay Periods based on Bear Valley'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 PAGA Pay Period disputes based on your submission and on input from Class Counsel and Bear Valley's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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 Settlement Payment and/or the Individual PAGA Payment.

Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every individual who is eligible to receive payment under the PAGA Settlement as an Aggrieved Employee.

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 EXCLUDE MYSELF OF THE CLASS SETTLEMENT?

You can exclude yourself from the Class Settlement by completing, signing, and mailing the postage pre-paid Response Form in which you check the box for “Request for Exclusion”. You will not receive any money from the Class Settlement by choosing this option.

You can also 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 sign your request, identify the Action as *Rampley v. Bear Valley Community Healthcare District*, Case No. 5:21-cv-01270-SPG-SHKx and include your identifying information (full name, address, telephone number, and approximate dates of employment). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [Response Deadline], or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Bear Valley are asking the Court to approve. At least twenty-eight (28) days before the [Date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website at _____(url)_____ or the Court for a fee at www.cacd.uscourts.gov/records.

The deadline for sending written objections to the Administrator is [Response Deadline]. You may submit your objection in the comments section of the Response Form or submit a separate written objection to the Administrator. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. If you are submitting a separate objection, make sure you identify the Action, *Rampley v. Bear Valley Community Healthcare District*, Case No. 5:21-cv-01270-SPG-SHKx and include your name, current address, telephone number, and approximate dates of employment for Bear Valley and sign the objection. Section 9 of this Notice has the Administrator’s contact

information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [Date] at [Time] in Court 5C of the U.S. District Court, Central District of California, located at First Street Courthouse, 350 West 1st Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom at:

<https://cacd-uscourts.zoomgov.com/j/1608687864?pwd=V290TzJQQTZBzVXJFTXBiUndkM05kQT09>
Telephone: (669) 254-5252
Webinar ID: 160 868 7864
Passcode: 833882

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Bear Valley and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix Settlement Administrators' website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the District Court's website by going to www.cacd.uscourts.gov/records.

DO NOT TELEPHONE THE DISTRICT COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Settlement Administrator:
Phoenix Settlement Administrators

Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

**Must be Postmarked
No Later Than
_____, 2023**

**MAIL TO:
ADMINISTRATOR
Phoenix Settlement Administrator
XXXXXXXXXXXX
XXXXXXXXXXXX**

Kyana Rampley v. Bear Valley Community Healthcare
United States District Court, Central District of California
Case No. Case No. 5:21-cv-01270-SPG-SHKx

CLASS MEMBER REQUEST FOR EXCLUSION FORM

**YOU MUST RETURN THIS CLAIM FORM, POSTMARKED NO LATER THAN
_____, 2023**

Class Member Information:

Control Number: INSERT
Name: INSERT
Address: INSERT

Code Class Member Election:

Request for Exclusion. I hereby exclude myself from the Class Settlement. DO NOT check this box if you want to participate in the full settlement and receive the full amount of money you are eligible for.

Comments:

Signature:

Date: