

1 William L. Marder (SBN 170131)  
POLARIS LAW GROUP  
2 501 San Benito Street, Suite 200  
Hollister, California 95023  
3 Telephone: 831.531.4214  
Facsimile: 831.634.0333  
4 bill@polarislawgroup.com

5 Dennis S. Hyun (SBN 224240)  
HYUN LEGAL, APC  
6 515 S. Figueroa St., Suite 1250  
Los Angeles, California 90071  
7 (213) 488-6555 telephone  
(213) 488-6554 facsimile  
8 dhyun@hyunlegal.com

9 Attorneys for Plaintiffs Randy Gines, Patricia Rios,  
the Class, and on behalf of the State of California

10 *(Additional counsel on next page)*

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF SANTA CLARA

13 RANDY GINES and PATRICIA RIOS, as  
14 individuals and on behalf of all others  
similarly situated,

15 Plaintiffs,

16 v.

17 LUCILE PACKARD CHILDREN'S  
18 HOSPITAL AT STANFORD, an unknown  
entity; and DOES 1 through 50, inclusive,

19 Defendants.

20 PATRICIA RIOS, as an individual and on  
21 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 LUCILE PACKARD CHILDREN'S  
25 HOSPITAL AT STANFORD, an unknown  
entity; and DOES 1 through 50, inclusive,

26 Defendants.

CASE NO. 19CV357498

*Assigned for All Purposes to Honorable  
Theodore C. Zayner in Department 19*

[Consolidated with Case No. 21CV386232]

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

1 KAREN ROLDAN, on behalf of herself,  
2 all others similarly situated, and on behalf  
of the general public,

3 Plaintiff,

4 vs.

5 LUCILE SALTER PACKARD  
6 CHILDREN'S HOSPITAL AT  
STANFORD, a California corporation; and  
DOES 1 through 10, inclusive,

7 Defendants.

8 ***Consolidated with***

9 KAREN ROLDAN, a proxy for the State  
10 of California as an aggrieved employee  
pursuant to the Private Attorneys General  
11 Act,

12 Plaintiff,

13 vs.

14 LUCILE SALTER PACKARD  
15 CHILDREN'S HOSPITAL AT  
STANFORD, a California corporation; and  
DOES 1 through 10, inclusive,

16 Defendants.

CASE NO. 22CV397838 (Lead)  
22CV397839

1 Mark Yablonovich (SBN 186670)  
2 Mark@Yablonovichlaw.com  
3 Monica Balderrama (SBN 196424)  
4 Monica@Yablonovichlaw.com  
5 Tony Roberts (SBN 315595)  
6 Tony@Yablonovichlaw.com  
7 LAW OFFICES OF MARK YABLONOVICH  
8 9465 Wilshire Boulevard, Suite 300  
9 Beverly Hills, California 90212  
10 Telephone: (310) 286-0246 • Fax: (310) 407-5391

11 Attorneys for Plaintiff Karen Roldan, the Class,  
12 and on behalf of the State of California

13 Michael D. Bruno (SBN 166805)  
14 Seth Weisburst (SBN 259323)  
15 Sara A. Moore (SBN 294255)  
16 Rachel Wintterle (SBN 269853)  
17 GORDON REES SCULLY MANSUKHANI, LLP  
18 275 Battery Street, Suite 2000  
19 San Francisco, California 94111  
20 Telephone: (415) 986-5900  
21 Facsimile: (415) 986-8054  
22 mbruno@grsm.com  
23 sweisburst@grsm.com  
24 smoore@grsm.com  
25 rwintterle@grsm.com

26 Attorneys for Defendant Lucile Salter Packard Children's  
27 Hospital at Stanford  
28

1 IT IS HEREBY STIPULATED, by and between Plaintiffs Randy Gines, Patricia Rios,  
2 and Karen Roldan (“Plaintiffs”), on behalf of themselves and on behalf of the Settlement Class,  
3 and Defendant Lucile Salter Packard Children’s Hospital at Stanford (“Defendant”), and subject  
4 to the approval by the Court, that the consolidated actions described below are hereby settled  
5 under the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA  
6 Settlement and Release of Claims (the “Agreement”) and that the Court shall enter judgment  
7 subject to the definitions, recitals, and terms set forth in this Agreement.

8 **I. DEFINITIONS**

- 9 A. “Action” means the civil actions entitled *Gines v. Lucile Salter Packard*  
10 *Children’s Hospital at Stanford*, Santa Clara County Superior Court, Case No.  
11 19CV357498, filed on October 28, 2019, along with the consolidated case *Rios v.*  
12 *Lucile Salter Packard Children’s Hospital at Stanford*, Santa Clara County  
13 Superior Court Case No. 21CV386232, filed on August 26, 2021, and *Roldan v.*  
14 *Lucile Salter Packard Children’s Hosp.*, Case Nos. 22CV397838 and  
15 22CV397839, filed on May 10, 2022. “Action” also includes any other  
16 consolidated cases brought by Plaintiffs Randy Gines, Patricia Rios, and/or Karen  
17 Roldan against Defendant.
- 18 B. “Agreement” or “Settlement Agreement” or “Stipulation” means this Joint  
19 Stipulation of Class Action and PAGA Settlement and Release of Claims.
- 20 C. “Aggrieved Employees” means all current and former non-exempt employees who  
21 worked for Defendant in California at any time during the PAGA Release Period.  
22 All Aggrieved Employees are Class Members. This definition is for settlement  
23 purposes only and is not an admission of any wrongdoing by Defendant.
- 24 D. “Aggrieved Employee Data” means information regarding Aggrieved Employees  
25 that Defendant will compile from its available existing electronic records and will  
26 provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel  
27 spreadsheet and shall include all of the following information: (i) each Aggrieved  
28 Employee’s full name; (ii) each Aggrieved Employee’s last-known home or

mailing address; (iii) each Aggrieved Employee's Social Security and Employee ID Numbers; and (iv) the number of pay periods worked by each Aggrieved Employee during the PAGA Release Period.

E. "Class Counsel" means the attorneys of record for the Class Representatives and Class Members, i.e., Dennis S. Hyun, Hyun Legal, APC, 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071; William L. Marder, Polaris Law Group, 501 San Benito Street, Suite 200, Hollister, California 95023; and Mark Yablonovich, Monica Balderrama, and Tony Roberts of the Law Offices of Mark Yablonovich, 9465 Wilshire Boulevard, Suite 300, Beverly Hills, California 90212.

F. "Class Counsel Award" means the amount the Court authorizes as an award of attorneys' fees, expenses, and litigation costs granted to Class Counsel and paid from the Gross Settlement Amount in recognition of Class Counsel's efforts and risks in prosecuting the Action.

G. "Class Data" means information regarding Class Members that Defendant will compile from its available, existing electronic records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all of the following information: (i) each Class Member's full name; (ii) each Class Member's last-known home or mailing address; (iii) each Class Member's Social Security and Employee ID Numbers; and (iv) the number of pay periods worked by each Class Member during the Class Release Period.

H. "Class Members" means all current and former non-exempt employees who worked for Defendant in California at any time during the Class Release Period. This definition is for settlement purposes only and is not an admission of any wrongdoing by Defendant.

I. "Class Release Period" means the time period from and including May 10, 2018 through June 8, 2024.

- 1 J. “Class Representative Enhancement Awards/General Release Payments” means  
2 the amount that the Court authorizes to be paid to the Class Representatives from  
3 the Gross Settlement Amount, in addition to their respective Individual Settlement  
4 Payment and Individual PAGA Payment, in recognition of the Class  
5 Representatives’ efforts and risks in assisting with the prosecution of the Action.
- 6 K. “Class Representatives” means the named Plaintiffs, i.e., Randy Gines, Patricia  
7 Rios, and Karen Roldan.
- 8 L. “Court” means the Santa Clara County Superior Court.
- 9 M. “Defendant” means Lucile Salter Packard Children’s Hospital at Stanford.
- 10 N. “Defense Counsel” means Michael D. Bruno, Seth Weisburst, Sara A. Moore, and  
11 Rachel Wintterle of Gordon Rees Scully Mansukhani, LLP, 315 Pacific Avenue,  
12 San Francisco, California 94111.
- 13 O. “Effective Date” means the later of the following: (a) if no objections to the  
14 settlement are submitted, or if any and all timely objections have been submitted  
15 and then withdrawn, then the date the Court enters the Final Approval Order; or  
16 (b) if one or more timely objections to the settlement have been submitted, 61  
17 calendar days after the Court enters the Final Approval Order and if no appeal,  
18 writ or appellate proceeding has been filed; or (c) if any appeal, writ, or other  
19 appellate proceeding opposing the Court’s Final Approval Order has been filed,  
20 five court days after any appeal, writ, or other appellate proceedings opposing the  
21 settlement have been finally and conclusively dismissed with no right to pursue  
22 further remedies or relief.
- 23 P. “Final Approval Order” means the Court’s order granting final approval of the  
24 Settlement.
- 25 Q. “Funding Date” means the date that Defendant funds the Gross Settlement Amount  
26 and Defendant’s share of employer-side payroll taxes.  
27  
28

- 1 R. "Second Amended Complaint" means the Second Amended Consolidated Class  
2 and Representative Action Complaint for Damages, which the Parties shall file in  
3 this consolidated action.
- 4 S. "Individual PAGA Payment" means the amount payable to each Aggrieved  
5 Employee from the PAGA Payment. An individual who is entitled to both an  
6 Individual Settlement Payment and an Individual PAGA Payment will receive one  
7 check incorporating both amounts as part of each settlement distribution.
- 8 T. "Individual Settlement Payment" means the amount payable from the Net  
9 Settlement Amount to each Settlement Class Member.
- 10 U. "LWDA" means the California Labor & Workforce Development Agency.
- 11 V. "LWDA Payment" means the 75% of the \$970,000 PAGA Payment (i.e.,  
12 \$727,500) that will be paid to the LWDA pursuant to the PAGA.
- 13 W. "Gross Settlement Amount" means \$9,700,000, which sum includes all payments  
14 contemplated by this Agreement, including but not limited to the Individual  
15 Settlement Payments, the Individual PAGA Payments, the LWDA Payment, the  
16 Class Representative Enhancement Awards/General Release Payments, the Class  
17 Counsel Award, and the Settlement Administration Costs. This is a non-  
18 reversionary settlement. Except as provided for in Paragraph III.L.2.a.(3), in no  
19 event shall Defendant be liable for more than the Gross Settlement Amount of  
20 \$9,700,000. The Parties agree and acknowledge that Defendant will pay its portion  
21 of the employer's payroll taxes in addition to the Gross Settlement Amount.
- 22 X. "Net Settlement Amount" means the Gross Settlement Amount minus the sum of  
23 the Class Representative Enhancement Awards/General Release Payments (up to  
24 \$60,000 total), the Class Counsel Award (one-third of the Gross Settlement  
25 Amount, or \$3,233,333.33), Class Counsel Costs and Expenses (estimated to be no  
26 more than \$75,000), the PAGA Payment (\$970,000), and the Settlement  
27 Administration Costs (estimated to be no more than \$30,000), resulting in an  
28 estimated Net Settlement Amount of \$5,331,666.67.

- 1 Y. “Notice of Class and PAGA Action Settlement” means the notice substantially  
2 similar to the notice attached to this Agreement as **Exhibit 1**.
- 3 Z. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,  
4 Labor Code §§ 2698, *et seq.*
- 5 AA. “PAGA Payment” means the \$970,000 portion of the Gross Settlement Amount  
6 that is allocated to the settlement of claims for civil penalties under the PAGA,  
7 25% (\$242,500) of which will be paid to the Aggrieved Employees and 75%  
8 (\$727,500) of which will be paid to the LWDA.
- 9 BB. “PAGA Release Period” means the time period from and including May 10, 2018  
10 through June 8, 2024.
- 11 CC. “PAGA Released Claims” means: As of the date of the funding of the Gross  
12 Settlement Amount and in exchange for the consideration provided by this  
13 Settlement, all allegations and claims for PAGA civil penalties pursuant to  
14 California Labor Code §§ 2698, *et seq.* based on any and all underlying Labor  
15 Code violations alleged or referenced in the Second Amended Consolidated  
16 Complaint or in the notice letters sent to the LWDA regarding claims for PAGA  
17 civil penalties in this consolidated lawsuit or in any of the underlying lawsuits  
18 referred to in Paragraph I.A. above shall be fully and forever released.
- 19 DD. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean any  
20 of the Plaintiffs or Defendant, individually.
- 21 EE. “Payment Ratio – Aggrieved Employee” means the respective number of  
22 Qualified PAGA Pay Periods for each Aggrieved Employee divided by the total  
23 number of Qualified PAGA Pay Periods for all Aggrieved Employees.
- 24 FF. “Payment Ratio” means the respective number of Qualified Class Pay Periods for  
25 each Settlement Class Member divided by the total number of Qualified Class Pay  
26 Periods for all Settlement Class Members.
- 27 GG. “Plaintiffs” means the named Plaintiffs, i.e., Randy Gines, Patricia Rios, and  
28 Karen Roldan.



- 1 HH. "Preliminary Approval Order" means an order granting preliminary approval of  
2 the Settlement.
- 3 II. "Preliminary Approval Date" means the date on which the Court enters an order  
4 granting preliminary approval of the settlement.
- 5 JJ. "Qualified Class Pay Periods" means each Settlement Class Member's pay periods  
6 worked during the Class Release Period.
- 7 KK. "Qualified PAGA Pay Periods" means each Aggrieved Employee's pay periods  
8 worked during the PAGA Release Period.
- 9 LL. "Qualified Settlement Fund" or "QSF" means the qualified settlement fund that  
10 will be set up by the Settlement Administrator and into which the Gross Settlement  
11 Amount shall be deposited and from which disbursements shall be made.
- 12 MM. "Released Claims" means: As of the date of the funding of the Gross Settlement  
13 Amount and in exchange for the consideration provided by this Settlement, Class  
14 Representatives, and Settlement Class Members (i.e., those Class Members who  
15 do not submit a timely and valid request for exclusion from the class portion of the  
16 Settlement), and by operation of the contemplated final judgment shall have, fully,  
17 finally, and forever settled and released Defendant, and Defendant's affiliates,  
18 parents, and each of their company-sponsored employee benefit plans, and their  
19 respective successors and predecessors in interest, all of their respective officers,  
20 directors, employees, administrators, fiduciaries, trustees and agents, and each of  
21 their past, present and future officers, directors shareholders, employees, agents,  
22 principals, heirs, representatives, attorneys, accountants, auditors, consultants,  
23 insurers, and reinsurers ("Released Parties") of all the claims, charges, complaints,  
24 liens, demands, causes of action, obligations, damages and liabilities, known or  
25 suspected, that each Settlement Class Member had, now has, or may hereafter  
26 claim to have against the Released Parties, and that were asserted in the Action, or  
27 that arise from or could have been asserted based on any of the facts,  
28 circumstances, transactions, events, occurrences, acts, disclosures, statements,

omissions or failures to act alleged in the Action that have arisen during the Class Release Period (the “Released Claims”). The Released Claims include violations of California Labor Code sections 201, 202, 203, 204, 223, 225.5, 226, 226.7, 233, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2801, 2802; applicable IWC Wage Orders, including but not limited to Nos. 3-2001 and 5-2001; and California Business & Professions Code sections 17200, *et seq.* The Released Claims exclude all other claims, including claims for workers’ compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released, except for the PAGA Released Claims.

NN. “Released Parties” means Defendant Lucile Salter Packard Children’s Hospital at Stanford and all of Defendant’s affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

OO. “Response Deadline” means the date 45 calendar days after the Settlement Administrator first mails the Notice of Class and PAGA Action Settlement to Class Members and is the last date on which Class Members may submit a Request for Exclusion, a Notice of Objection to the settlement, or a dispute regarding the calculation of Qualified Class Pay Periods and/or Qualified PAGA Pay Periods. Only Class Members may submit Requests for Exclusion or Notices of Objection to the Settlement.

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

QQ. “Settlement Administrator” means ILYM Group, Inc.

1 RR. "Settlement Class Members" means all Class Members who do not submit a valid  
2 Request for Exclusion. All Settlement Class Members will automatically receive  
3 an Individual Settlement Payment without the need to submit a claim form.  
4 Settlement Class Members will release all of the Released Claims and be bound by  
5 all terms of the settlement and any final judgment entered in this Action. All  
6 Settlement Class Members are Aggrieved Employees.

## 7 II. RECITALS

8 A. Class Certification. The Parties stipulate and agree to certification for purposes of  
9 this Settlement only. This Agreement is subject to approval by the Court and is  
10 made for the sole purpose of consummating settlement of the Action. Should the  
11 Settlement not become final and effective as provided in this Agreement, class  
12 certification shall immediately be set aside and the Action will be restored to its  
13 status quo ante as of the date of the Settlement, subject to further proceedings on  
14 the motion of any party to certify or deny certification thereafter. The Parties'  
15 willingness to stipulate to class certification as part of the Settlement shall have no  
16 bearing on, and shall not be admissible in or considered in connection with, the  
17 issue of whether any class or sub-class should be certified in a non-settlement  
18 context in this Action and shall have no bearing on, and shall not be admissible or  
19 considered in connection with, the issue of whether any class or sub-class should  
20 be certified in any other lawsuit.

21 B. Settlement Negotiations. On November 28, 2023, the Parties participated in a  
22 mediation with respected mediator Tripper Ortman. As part of the mediation  
23 process, the Parties exchanged the information necessary to engage in productive  
24 settlement negotiations. Notwithstanding a full day of mediation, the case did not  
25 resolve. Through continued negotiations with Mr. Ortman, the Parties  
26 subsequently reached the settlement described in this Agreement to resolve this  
27 Action in its entirety.  
28

1 C. Benefits of Settlement. Plaintiffs and Class Counsel recognize the expense and  
2 length of continued proceedings that would be necessary to litigate this dispute  
3 through trial and through any possible appeals. Plaintiffs and Class Counsel also  
4 have assessed the uncertainty and risks regarding the outcome of further litigation  
5 and the difficulties and delays inherent in any such litigation. Plaintiffs and Class  
6 Counsel evaluated the burdens of proof necessary to establish liability for the  
7 claims asserted in the Action, both generally and in response to Defendant's  
8 defenses, and the difficulties in establishing damages and civil penalties for the  
9 Class Members and Aggrieved Employees. Based on those factors, Plaintiffs and  
10 Class Counsel have determined that the terms set forth in this Agreement represent  
11 a fair, adequate, and reasonable settlement and are in the best interests of the Class  
12 Members, the LWDA, and the Aggrieved Employees.

13 D. Defendant's Reasons for Settlement. Defendant has concluded that any further  
14 defense of this litigation would be protracted and expensive for all Parties.  
15 Substantial amounts of Defendant's time and resources have been devoted and,  
16 unless this Settlement is made, will continue to be devoted to the defense of the  
17 claims asserted by Plaintiffs, Class Members, and the Aggrieved Employees. In  
18 reaching its decision to enter into this Settlement, Defendant also has taken into  
19 account the risks of further litigation. Defendant denies each of the allegations and  
20 claims asserted against it in the Action. Despite continuing to contend that it is not  
21 liable for any of the claims that Plaintiffs have asserted, Defendant nonetheless has  
22 agreed to settle in the manner and upon the terms set forth in this Agreement to put  
23 to rest the claims asserted in the Action.

24 E. Class Members' Claims. The Class Representatives contend that their allegations  
25 have merit and give rise to liability on Defendant's part. This Agreement is a  
26 compromise of disputed claims. The monies being paid as part of the settlement  
27 are genuinely disputed and the Parties agree that the provisions of California Labor  
28 Code section 206.5 are not applicable to this settlement. Because there is a good

1 faith dispute as to whether any wages are due, the release of claims does not  
2 violate California Labor Code section 206.5. Nothing contained in this Agreement,  
3 no documents referred to in this Agreement, and no action taken to carry out this  
4 Agreement may be construed or used as an admission by or against the Class  
5 Members or Class Counsel regarding the merits or lack of merit of the claims  
6 asserted.

7 F. Aggrieved Employees' Claims. Plaintiffs contend that the PAGA allegations have  
8 merit and give rise to liability on the part of Defendant. This Agreement is a  
9 compromise of disputed claims. The monies being paid as part of the settlement  
10 are genuinely disputed and the Parties agree that the provisions of Labor Code  
11 section 206.5 are not applicable to this settlement. Nothing contained in this  
12 Agreement, no documents referred to in this Agreement, and no action taken to  
13 carry out this Agreement may be construed or used as an admission by or against  
14 the Aggrieved Employees or Class Counsel as to the merits or lack of merit of the  
15 claims asserted.

16 G. Defendant's Defenses. Defendant claims that the Released Claims and the PAGA  
17 Released Claims have no merit and do not give rise to liability. This Agreement is  
18 a compromise of disputed claims. The monies being paid as part of the Settlement  
19 are genuinely disputed and the Parties agree that the provisions of California Labor  
20 Code section 206.5 are not applicable to this settlement. Because there is a good  
21 faith dispute as to whether any wages are due, the release of claims does not  
22 violate California Labor Code section 206.5. Nothing contained in this Agreement,  
23 no documents referred to in this Agreement, and no action taken to carry out this  
24 Agreement may be construed or used as an admission by or against Defendant as  
25 to the merits or lack of merit of the claims asserted.

### 26 **III. TERMS OF AGREEMENT**

27 A. Settlement Consideration to be paid by Defendant. On the Effective Date,  
28 Defendant shall pay the monetary sum specified in this Agreement, i.e., the Gross

1 Settlement Amount in the amount of \$9,700,000. Except as provided for in  
2 Paragraph III.L.2.a.(3), Defendant is not obligated to pay more than the Gross  
3 Settlement Amount (excluding the employer's share of payroll taxes, which must  
4 be paid by Defendant in addition to the Gross Settlement Amount.

5 B. Limited Release By All Settlement Class Members. As of the funding of the  
6 Gross Settlement Amount (plus Defendant's payment of its employer-side payroll  
7 taxes), in exchange for the consideration set forth in this Agreement, Plaintiffs and  
8 the Settlement Class Members will release the Released Parties from the Released  
9 Claims for the Class Release Period. Plaintiffs and the Settlement Class Members  
10 may hereafter discover facts or legal arguments in addition to or different from  
11 those they now know or currently believe to be true with respect to the claims,  
12 causes of action and legal theories of recovery in this Action which are the subject  
13 matter of the Released Claims. Nonetheless, the discovery of new facts or legal  
14 arguments shall in no way limit the scope or definition of the Released Claims, and  
15 by virtue of this Agreement, Plaintiffs and Settlement Class Members will be  
16 deemed to have, and, by operation of the final judgment approved by the Court  
17 shall have, fully, finally, and forever settled and released all of the Released  
18 Claims as defined in this Agreement.

19 C. General Release by Plaintiffs Only. In addition to the release in Paragraph III.B,  
20 in consideration for their Class Representative Enhancement Awards/General  
21 Release Payments, the Class Representatives may hereafter discover facts in  
22 addition to or different from those they now know or believe to be true with  
23 respect to the subject matter of the Released Claims, but upon the Funding Date,  
24 shall be deemed to have, and by operation of the contemplated final judgment shall  
25 have, fully, finally, and forever settled and released any and all of the Released  
26 Claims, whether known or unknown, suspected or unsuspected, contingent or non-  
27 contingent, which now exist, or heretofore have existed, upon any theory of law or  
28 equity now existing, including, but not limited to, conduct that is negligent,

1 intentional, with or without malice, or a breach of any duty, law or rule, without  
2 regard to the subsequent discovery or existence of such different or additional  
3 facts. Additionally, the Class Representatives release the Released Parties of all  
4 claims, charges, complaints, liens, demands, causes of action, obligations,  
5 damages and liabilities, known or suspected, arising from their employment with  
6 Defendant, including, without limitation: (1) the Civil Rights Act of 1964, as  
7 amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing  
8 Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with  
9 Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act);  
10 (7) the California and the United States Constitution; (8) the California Labor  
11 Code; (9) the Family and Medical Leave Act; (10) the California Family Rights  
12 Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the  
13 Employee Retirement Income Security Act; (13) the Immigration Reform and  
14 Control Act; (14) the California Business and Professions Code, sections 17200, *et*  
15 *seq.*; (15) the California Government Code; and (16) the California Wage Orders  
16 (collectively “Claim” or “Claims”), which the Class Representatives now have,  
17 own or hold, or claim to have, own or hold, or which the Class Representatives at  
18 any time heretofore had, owned or held, or claimed to have, own or hold against  
19 any of the Released Parties up to and including, as of the Funding Date. In  
20 exchange for the consideration provided to them under the Settlement, Class  
21 Representatives shall waive any and all rights each of them may have under  
22 California Civil Code section 1542 which provides:

23 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
24 **THAT THE CREDITOR OR RELEASING PARTY DOES**  
25 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**  
26 **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.**

27 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this  
28 Settlement are found hereafter to be other than or different from the facts now

believed to be true, the release of claims contained in the Plaintiffs' General Release shall be effective as to all unknown claims.

D. PAGA Release. As of the Funding Date, Plaintiffs, individually and as representatives acting as proxies or agents of the LWDA, a State of California Executive Branch Agency, in this Action, agree to release the Released Parties of and from any and all claims for civil penalties, attorneys' fees, and litigation costs under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, as alleged in the Second Amended Consolidated Complaint on file in the Action for the PAGA Release Period, i.e., the PAGA Released Claims.

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

1. The Court enters a Preliminary Approval Order of the settlement;
2. The Court enters a Final Approval Order;
3. The Effective Date occurs; and
4. Defendant does not invoke its right to revoke the settlement as described in Paragraph III.Q herein.

F. Nullification of Settlement Agreement. In the event that the Court denies preliminary or final approval of this Agreement, the Agreement fails to become effective, or it is reversed, withdrawn or materially modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein:

1. This Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
2. None of the Parties to this settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action.



1 G. Tax Liability. The Parties make no representations as to the tax treatment or legal  
2 effect of the payments called for by this Agreement, and Plaintiffs, Settlement  
3 Class Members, Aggrieved Employees, and the Parties are not relying on any  
4 statement or representation by any of the other Parties in this regard. Plaintiffs and  
5 Settlement Class Members understand and agree that they will be responsible for  
6 the payment of their respective portions of any taxes and penalties assessed on the  
7 Class Representative Enhancement Awards/General Release Payments, Individual  
8 Settlement Payments, and Individual PAGA Payments described in this  
9 Agreement and will be solely responsible for any penalties or other obligations  
10 resulting from their personal tax reporting of all such payments.

11 H. Circular 230 Disclaimer. Each Party to this Agreement acknowledges and agrees  
12 that: (1) no provision of this Agreement, and no written communication or  
13 disclosure between or among the Parties or their attorneys and other advisers, is or  
14 was intended to be, nor shall any such communication or disclosure constitute or  
15 be construed or be relied upon as, tax advice within the meaning of United States  
16 Treasury Department circular 230 (31 CFR part 10, as amended); (2) the  
17 acknowledging party (a) has relied exclusively upon his, her or its own,  
18 independent legal and tax counsel for advice (including tax advice) in connection  
19 with this Agreement, (b) has not entered into this Agreement based upon the  
20 recommendation of any other Party or any attorney or advisor to any other Party,  
21 and (c) is not entitled to rely upon any communication or disclosure by any  
22 attorney or adviser to any other party to avoid any tax penalty that may be imposed  
23 on the acknowledging party, and (3) no attorney or adviser to any other Party has  
24 imposed any limitation that protects the confidentiality of any such attorney's or  
25 adviser's tax strategies (regardless of whether such limitation is legally binding)  
26 upon disclosure by the acknowledging party of the tax treatment or tax structure of  
27 any transaction, including any transaction contemplated by this Agreement.  
28

1 I. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file  
2 with the Court a Motion for Preliminary Approval and supporting papers, which  
3 shall include this Agreement.

4 J. Settlement Administrator. By accepting the role as Settlement Administrator, the  
5 Settlement Administrator is bound to all of the terms, conditions, and obligations  
6 described in this Settlement Agreement. Among these obligations, the Settlement  
7 Administrator shall have sole and exclusive responsibility for calculating  
8 Individual Settlement Payments and Individual PAGA Payments; processing and  
9 transmitting payments to the Class Representatives, Class Counsel, the LWDA,  
10 Settlement Class Members, and Aggrieved Employees; printing the Notice of  
11 Class and PAGA Action Settlement and mailing it to the Class Members and  
12 Aggrieved Employees as directed by the Court; providing a toll-free telephone  
13 number and email address for Class Member communications; receiving,  
14 processing, and reporting Requests for Exclusion and Notices of Objection;  
15 sending a postcard reminder to Settlement Class Members and Aggrieved  
16 Employees 60 days before the check void date; distributing tax forms; providing  
17 declaration(s) as necessary in support of preliminary and/or final approval of this  
18 Agreement; providing weekly reports as well as a final report; and such other tasks  
19 as the Parties mutually agree or the Court orders the Settlement Administrator to  
20 perform. The Settlement Administrator shall keep the Parties timely apprised of  
21 the performance of all of the Settlement Administrator's responsibilities.  
22 Defendant and Defense Counsel shall have no responsibility for validating or  
23 ensuring the accuracy of the Settlement Administrator's work. Plaintiffs, Class  
24 Counsel, Defendant, and Defense Counsel shall not bear any responsibility for  
25 errors or omissions in the calculation or distribution of Individual Settlement  
26 Payments, Individual PAGA Payments or any other distribution of monies  
27 contemplated by this Agreement.  
28

1 K. Notice Procedure.

2 1. Class Data and Aggrieved Employee Data. No later than 21 calendar days  
3 after the Preliminary Approval Date and only after Defendant receives  
4 sufficient and reasonable assurance that the Settlement Administrator will  
5 maintain the confidentiality of the Class Data and Aggrieved Employee  
6 Data, Defendant shall provide the Settlement Administrator with the Class  
7 Data and Aggrieved Employee Data for purposes of preparing and mailing  
8 the Notice of Class and PAGA Action Settlement to Class Members and  
9 Aggrieved Employees, as well as undertaking its other obligations. The  
10 Settlement Administrator shall be obligated to keep the Class Data and  
11 Aggrieved Employee Data confidential and shall take reasonable and  
12 necessary precautions to maintain the confidentiality of the data. The  
13 Settlement Administrator shall not distribute or use the Class Data,  
14 Aggrieved Employee Data or any information contained therein for any  
15 purpose other than to administer this settlement.

16 2. Notice of Class and PAGA Action Settlement.

17 a) The Notice of Class and PAGA Action Settlement shall be in a  
18 form substantially similar to the form attached to this Agreement as  
19 **Exhibit 1**. The Notice of Class and PAGA Action Settlement shall  
20 instruct Class Members and Aggrieved Employees to keep the  
21 Settlement Administrator apprised of their current mailing  
22 addresses, to which the Settlement Payments will be mailed  
23 following the Effective Date and funding of the settlement. The  
24 Notice of Class and PAGA Action Settlement shall set forth the  
25 release to be given by Settlement Class Members in exchange for  
26 an Individual Settlement Payment.

27 b) The Notice of Class and PAGA Action Settlement shall be  
28 individualized by inclusion of each Class Member's number of

1 Qualified Pay Periods (Class and PAGA) and the Settlement  
2 Administrator's calculation of each Class Member's estimated  
3 gross Individual Settlement Payment if that Class Member does not  
4 request exclusion from the Settlement and each Aggrieved  
5 Employee's estimated Individual PAGA Payment.

6 3. Notice By First Class U.S. Mail. Upon receipt of the Class Data and  
7 Aggrieved Employee Data, the Settlement Administrator will perform a  
8 search based on the National Change of Address Database to update and  
9 correct any known or identifiable address changes. No later than 28  
10 calendar days after receiving the Class and Aggrieved Employee Data from  
11 Defendant as provided in this Agreement, the Settlement Administrator  
12 shall mail copies of the Notice of Class and PAGA Action Settlement to all  
13 Class Members and Aggrieved Employees via regular First-Class U.S.  
14 Mail. The Settlement Administrator shall exercise its best judgment to  
15 determine the current mailing address for each Class Member and  
16 Aggrieved Employee. The address identified by the Settlement  
17 Administrator as the current mailing address shall be presumed to be the  
18 best mailing address for each Class Member and Aggrieved Employee.

19 4. Undeliverable Notices. Any mailed Notice of Class and PAGA Action  
20 Settlement that is returned to the Settlement Administrator as not having  
21 been delivered on or before the Response Deadline shall be re-mailed to  
22 the forwarding address affixed to it. If no forwarding address is provided,  
23 the Settlement Administrator promptly shall attempt to determine a correct  
24 address by lawful use of skip-tracing and by other searches using the name,  
25 address, and Social Security Number of the Class Member or Aggrieved  
26 Employee involved and, if another mailing address is identified by the  
27 Settlement Administrator, then shall perform a re-mailing to that Class  
28 Member or Aggrieved Employee. In addition, if any Notices of Class and

1 PAGA Action Settlement that are addressed to Class Members or  
2 Aggrieved Employees who are employed by Defendant at the time of  
3 mailing are returned to the Settlement Administrator as non-delivered and  
4 no forwarding address is provided, the Settlement Administrator shall so  
5 notify Defendant. Defendant then will request that the currently-employed  
6 Class Member or Aggrieved Employee provide a corrected address and  
7 will transmit to the Administrator any corrected address provided by the  
8 Class Member or Aggrieved Employee. In the event of remailing of the  
9 Notice of Class and PAGA Action Settlement, the Class Member and/or  
10 Aggrieved Employee shall have an additional 15 calendar days to respond  
11 to the Notice, i.e., opt-out, object and/or dispute his or her Qualified Pay  
12 Periods.

- 13 5. Disputes Regarding Qualified Class Pay Periods. A Class Member and/or  
14 Aggrieved Employee who disagrees with the number of Qualified Class  
15 Pay Periods (Class and/or PAGA) stated on that Class Member or  
16 Aggrieved Employee's Notice of Class and PAGA Action Settlement will  
17 have the opportunity to provide documentation and/or an explanation to  
18 show a different number of pay periods having been worked during the  
19 Class Period. If there is a dispute, the Settlement Administrator will consult  
20 with the Parties to determine whether an adjustment is warranted. Disputes  
21 may be sent via First Class U.S. Mail and shall be postmarked no later than  
22 the Response Deadline. The postmark date of mailing shall be deemed to  
23 be the exclusive means for determining whether a dispute was timely  
24 submitted. The Settlement Administrator shall determine the eligibility for,  
25 and the amounts of, any Individual Settlement Payments under the terms of  
26 this Agreement. The Settlement Administrator's determination of the  
27 eligibility for and the amount of any Individual Settlement Payment or  
28

Individual PAGA Payment shall be binding upon the Settlement Class Member and/or Aggrieved Employee and the Parties.

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

7. Requests for Exclusion.

a) The Notice of Class and PAGA Action Settlement shall state that Class Members who wish to exclude themselves from the class action settlement must submit a written Request for Exclusion by the Response Deadline. The written Request for Exclusion must state that the Class Member wishes to exclude himself or herself from the class action settlement and (1) must contain the name, address, and the Employee ID number or the last four digits of the Social Security Number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified mailing address; and (4) must contain a typewritten or handwritten notice stating in substance: “I wish to opt out of the settlement of the class action lawsuit entitled *Gines [and/or Rios and/or Roldan] v. Lucile Salter Packard Children’s Hospital at Stanford*, Case No. 19CV357498.”

b) The Request for Exclusion will not be valid if it is not timely submitted and/or if it does not comply with the requirements set forth above in Paragraph III.K.7(a). The date of the postmark on the return mailing envelope for the Request for Exclusion shall be the

1 exclusive means used to determine whether the Request for  
2 Exclusion was timely submitted. If the Settlement is approved by  
3 the Court, Class Members who fail to submit a valid and timely  
4 written Request for Exclusion on or before the Response Deadline  
5 shall be Settlement Class Members who are bound by all terms of  
6 the settlement and any Final Approval Order entered in this Action.

7 c) Any Class Member who requests to be excluded from the class  
8 action settlement will not be entitled to an Individual Settlement  
9 Payment and will not be bound by the terms of the class action  
10 settlement or have any right to object, appeal, or comment thereon.  
11 Nothing in this settlement or Settlement Agreement will constitute  
12 or be construed as a waiver of any defense that Defendant or the  
13 Released Parties have or could assert against anyone who timely  
14 serves a Request for Exclusion.

15 d) Aggrieved Employees cannot request to be excluded from the  
16 settlement of the PAGA Released Claims. All Class Members are  
17 Aggrieved Employees and, thus, cannot request to be excluded  
18 from the settlement of the PAGA Released Claims.

19 e) No later than five calendar days after the Response Deadline, the  
20 Settlement Administrator shall provide counsel for the Parties with  
21 a final list of the Class Members who have timely submitted written  
22 Requests for Exclusion.

23 f) At no time shall any of the Parties or their counsel solicit or  
24 otherwise encourage Class Members to submit Requests for  
25 Exclusion from the settlement.

26 8. Objections.

27 a) The Notice of Class and PAGA Action Settlement shall state that  
28 Class Members who wish to object to the settlement in writing must

1 file with the Court and mail to the Parties, at the addresses provided  
2 in the Notice of Class and PAGA Action Settlement, a typewritten  
3 or handwritten statement of objection (“Notice of Objection”) by  
4 the Response Deadline. The postmark date of a mailed objection  
5 shall be deemed to be the exclusive means for determining whether  
6 a Notice of Objection was timely submitted.

7 b) The Notice of Objection must be signed by the Class Member and  
8 state (1) the case name and number; (2) the name of the Class  
9 Member; (3) the address of the Class Member; (4) the Class  
10 Member’s Employee ID number or the last four digits of the Social  
11 Security Number; and (4) the basis for the objection and any  
12 supporting documents. Class Members may also appear at the Final  
13 Approval Hearing to orally object to the Settlement by following  
14 the instruction in the Notice of Class and PAGA Action Settlement.  
15 Class Members who fail to make objections in the manner specified  
16 above and in the Notice of Class and PAGA Action Settlement will  
17 be deemed to have waived any objections and to be foreclosed from  
18 making any objections to the settlement, whether by appeal or  
19 otherwise.

20 c) At no time shall any of the Parties or their counsel seek to solicit or  
21 otherwise encourage Class Members to file or serve written  
22 objections to the settlement or to appeal from the Final Approval  
23 Order.

24 d) Class Members who submit a written Request for Exclusion are not  
25 entitled to object to the settlement. In the event that a Class Member  
26 submits both a Request for Exclusion and a Notice of Objection, the  
27 Request for Exclusion will be valid and the Notice of Objection will  
28 be invalid.



- e) Plaintiffs and/or Defendant may file oppositions to any objections.
- f) Defendant shall not be responsible for the fees, costs, or expenses incurred by Plaintiffs, Class Counsel, Class Members or Aggrieved Employees arising from or related to any objection to the Settlement Agreement or related to any appeals thereof.

L. Funding and Allocation of the Gross Settlement Amount. This is a non-reversionary settlement in which Defendant is required to pay the entirety of the Gross Settlement Amount, contingent on the occurrence of the Effective Date (plus the employer's share of the payroll taxes). No amount of the Gross Settlement Amount will revert to Defendant. Upon satisfaction of the preconditions described in this Settlement and pursuant to the timeline and instructions below, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement Fund to be established by the Settlement Administrator.

1. Funding Due Date. Defendant will pay the \$9,700,000 Gross Settlement Amount to the Settlement Administrator within 30 calendar days of the Effective Date.

2. Payments to Settlement Class Members and Aggrieved Employees.

a) Calculation of Individual Settlement Payments. Every Settlement Class Member is entitled to an Individual Settlement Payment without the need to submit a claim form. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid under the formula set forth in this Agreement.

(1) Using the Class Data, the Settlement Administrator will calculate the total number of Qualified Class Pay Periods for all Settlement Class Members. The number of Qualified Class Pay Periods for each Settlement Class Member then will be divided by the total number of Qualified Class Pay Periods for all Settlement Class Members. The result of that

1 division will be the “Payment Ratio” for each Settlement  
2 Class Member. Each Settlement Class Member’s Payment  
3 Ratio then will be multiplied by the Net Settlement Amount  
4 to calculate that Settlement Class Member’s share of the Net  
5 Settlement Amount, except that no gross Individual  
6 Settlement Payment will be less than \$25. If a calculated  
7 payment is less than \$25, it will be increased to the \$25  
8 minimum. The Settlement Administrator will take any  
9 minimum payments into account before calculating the  
10 Class Member payments. A share of the Net Settlement  
11 Amount will be provided only to those individuals who  
12 satisfy the definition of Settlement Class Members, i.e.,  
13 Class Members who do not submit a timely and valid  
14 Request for Exclusion.

15 (2) The formula provided in this Agreement for allocating the  
16 Net Settlement Amount to be paid to the Settlement Class  
17 Members is reasonable and designed to provide a fair  
18 settlement to the Settlement Class Members.

19 (3) Defendant represents that at the time of mediation there  
20 were approximately 550,000 pay periods at issue, based on  
21 the definitions of Class Members and the Class Release  
22 Period as defined in Paragraphs I.H. and I.I. If the number  
23 of pay periods at issue is more than ten percent (10%, or  
24 55,000) higher than the 550,000 estimate at the end of the  
25 Class Release Period, then the Gross Settlement Amount  
26 will increase proportionally for the number of pay periods  
27 over 605,000.  
28

- 1                   b)   Calculation of Individual PAGA Payments. Using the Aggrieved  
2                   Employee Data, the Settlement Administrator will calculate the  
3                   total number of Qualified PAGA Pay Periods for all Aggrieved  
4                   Employees. The number of Qualified PAGA Pay Periods for each  
5                   Aggrieved Employee then will be divided by the total number of  
6                   Qualified PAGA Pay Periods for all Aggrieved Employees. The  
7                   result of that division will be the Payment Ratio for each Aggrieved  
8                   Employee. Each Aggrieved Employee's Payment Ratio then will be  
9                   multiplied by the \$242,500 portion of the PAGA Payment that is  
10                  allocated for distribution to the Aggrieved Employees to calculate  
11                  each Aggrieved Employee's Individual PAGA Payment.
- 12               c)   Tax Allocation. For tax purposes, Individual Settlement Payments  
13               shall be allocated and treated as 20% wages, report on IRS Form  
14               W2, and 80% statutory penalties and interest, reported on IRS Form  
15               1099. For tax purposes, Individual PAGA Payments shall be  
16               allocated and treated as 100% statutory penalties. The Settlement  
17               Administrator will be responsible for issuing and mailing all  
18               required IRS Form W-2s and 1099s.
- 19               d)   Mailing. Individual Settlement Payments and Individual PAGA  
20               Payments shall be mailed by regular First-Class U.S. Mail to  
21               Settlement Class Members' and Aggrieved Employees' last known  
22               mailing addresses no later than 30 calendar days after the Funding  
23               Date.
- 24               e)   Uncashed Checks. Any checks issued to Settlement Class Members  
25               shall remain valid and negotiable for 180 calendar days from the  
26               date of their issuance. In the event any Individual Settlement  
27               Payment or Individual PAGA Payment settlement checks have not  
28               been cashed by the check cashing deadline, upon Court approval,

1 the Settlement Administrator shall tender the funds represented by  
2 any such uncashed checks equally to the following cy pres  
3 recipients pursuant to California Code of Civil Procedure section  
4 384: Legal Aid at Work, WorkSafe, Inc., and California Rural  
5 Legal Assistance.

6 3. Class Representative Enhancement Awards/General Release Payments.

- 7 a) Plaintiffs will each apply for a Class Representative Enhancement  
8 Award/General Release Payment of up to \$20,000 for each Plaintiff  
9 for their time, effort, and risk in bringing and prosecuting this  
10 Action, which Defendant will not oppose. The Class Representative  
11 Enhancement Awards/General Release Payments shall be in  
12 addition to Plaintiffs' Individual Settlement Payment and Individual  
13 PAGA Payment.
- 14 b) The Settlement Administrator shall pay the Class Representative  
15 Enhancement Awards/General Release Payments to Plaintiffs from  
16 the Gross Settlement Amount no later than 30 calendar days after  
17 the Funding Date. Any portion of the requested Class  
18 Representative Enhancement Awards/General Release Payments  
19 that is not awarded to the Class Representatives shall become part  
20 of the Net Settlement Amount.
- 21 c) The Settlement Administrator shall issue an IRS Form 1099- MISC  
22 to Plaintiffs for each of their Class Representative Enhancement  
23 Awards/General Release Payments. Plaintiffs shall be solely and  
24 legally responsible for paying any and all applicable taxes on the  
25 Class Representative Enhancement Awards/General Release  
26 Payments and shall hold Defendant and the Released Parties  
27 harmless from any claim or liability for taxes, penalties, or interest  
28

1                    arising as a result of the Class Representative Enhancement  
2                    Awards/General Release Payments.

- 3                    d)    If the Court reduces or does not approve the requested Class  
4                    Representative Enhancement Awards/General Release Payments,  
5                    Plaintiffs shall not have the right to revoke this Settlement  
6                    Agreement, and it will remain binding, nor will Plaintiffs seek,  
7                    request, or demand an increase in the Gross Settlement Amount on  
8                    that basis.

9                    4.    Class Counsel Award.

- 10                  a)    In consideration for settling the Action and in exchange for the  
11                  release of the Released Parties for all Released Claims, Class  
12                  Counsel intends to apply for an award of attorneys' fees of one-  
13                  third of the Gross Settlement Amount, including any escalated  
14                  amount if the Escalator is triggered (i.e., \$3,233,333.33 of the  
15                  \$9,700,000 Gross Settlement Amount), plus actual costs and  
16                  litigation expenses estimated not to exceed \$75,000. Defendant will  
17                  not oppose the above application for attorneys' fees or costs. The  
18                  attorneys' fees shall be allocated as follows: 35% to Hyun Legal,  
19                  APC (currently estimated at \$1,131,666.67); 35% to Polaris Law  
20                  Group (currently estimated at \$1,131,666.67); and 30% to the Law  
21                  Offices of Mark Yablonovich (currently estimated at \$970,000.00).  
22                  Said amounts shall be paid exclusively from the Gross Settlement  
23                  Amount.

- 24                  b)    Any portion of the requested Class Counsel Award that is not  
25                  awarded to Class Counsel shall be part of the Net Settlement  
26                  Amount and shall be distributed to Settlement Class Members as  
27                  provided in this Agreement.

- c) The Settlement Administrator shall deliver the Class Counsel Award to Class Counsel from the Gross Settlement Amount no later than 30 calendar days after the Funding Date.
- d) Class Counsel shall be solely and legally responsible for paying all applicable taxes on the payment made pursuant to this Paragraph (III.L.4). The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for each payment made pursuant to this Paragraph.
- e) In the event that the Court reduces or does not approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right to modify or revoke the Settlement, and the Settlement will remain binding, nor will Plaintiffs or Class Counsel seek, request, or demand an increase in the Gross Settlement Amount on that basis.
5. PAGA Payment. \$970,000 shall be allocated from the Gross Settlement Amount for the settlement and release of claims for civil penalties under PAGA, i.e., the “PAGA Payment.” The Settlement Administrator shall pay 75% of that \$970,000 payment, i.e., \$727,500, to the LWDA (the “LWDA Payment”) and the remaining 25% of that \$970,000 payment, i.e., \$242,500, to the Aggrieved Employees according to the formula described in Paragraph III.L.2.(b). Payments shall be made no later than 30 calendar days after the Funding Date. Class Counsel will take all action required by California Labor Code section 2699(l).
6. Settlement Administration Costs. The Settlement Administrator shall be paid from the Gross Settlement Amount for the costs of administration of the Settlement. The Settlement Administrator has agreed to a discounted fee of \$30,000. The Settlement Administrator shall be paid \$30,000 for the settlement administration costs no later than 30 calendar days after

1 Defendant provides funds to the Settlement Administrator for disbursement  
2 under this Agreement.

3 M. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to  
4 accomplish the terms of this Settlement Agreement, including but not limited to  
5 executing the necessary documents and taking such other action as reasonably may  
6 be necessary to implement the terms of this Settlement Agreement. As soon as  
7 practicable after executing this Settlement Agreement, Class Counsel and  
8 Plaintiffs shall, with the assistance and cooperation of Defendant and Defense  
9 Counsel, take all necessary steps to secure the Court's Preliminary and Final  
10 Approval of this Settlement Agreement. The Parties also agree to cooperate in the  
11 settlement administration process. The Parties each represent they do not have any  
12 financial interest in the Settlement Administrator or otherwise have a relationship  
13 with the Settlement Administrator that could create a conflict of interest. Class  
14 Counsel also will notify Defense Counsel if subpoenaed or upon receipt of any  
15 other request for documents or information regarding any other action filed or  
16 potential action against the Released Parties that covers or includes any Settlement  
17 Class Members and the Released Claims or any Aggrieved Employees and the  
18 PAGA Released Claims. The Parties understand and agree that nothing in this  
19 Paragraph shall be construed to require either Party to agree to any changes to the  
20 material terms of this Settlement Agreement for the purposes of securing Court  
21 approval or otherwise.

22 N. Preliminary Approval Hearing. Plaintiffs will request preliminary approval of the  
23 settlement, entry of a Preliminary Approval Order for preliminary approval of the  
24 proposed Agreement, and the setting of a date for a final-approval hearing. The  
25 Preliminary Approval Order shall provide for the Notice of Class and PAGA  
26 Action Settlement to be sent to all Class Members as specified in this Agreement.  
27 In conjunction with the preliminary approval hearing, Plaintiffs shall submit this  
28 Agreement with the Court, which sets forth the terms of this settlement, and will

1 include the proposed Notice of Class Action Settlement. Plaintiffs shall provide a  
2 courtesy draft of preliminary approval motion papers to Defense Counsel at least  
3 three days before filing the documents.

4 O. Motion for Approval of the Class Representative Enhancement Awards/General  
5 Release Payments, the Class Counsel Award, and the Settlement Administration  
6 Costs. No later than 16 court days before the final approval hearing, Plaintiffs  
7 shall file with the Court a motion for approval of the Class Representative  
8 Enhancement Awards/General Release Payments, the Class Counsel Award, and  
9 the Settlement Administration Costs. Plaintiffs shall provide a courtesy draft of  
10 these motion papers to Defense Counsel at least three days before filing the  
11 documents.

12 P. Final Approval Motion. No later than 16 court days before the final approval  
13 hearing, Plaintiffs shall file with the Court a Motion for Final Approval, which  
14 motion shall request final approval of the settlement. Plaintiffs shall provide a  
15 courtesy draft of final approval motion papers to Defense Counsel at least three  
16 days before filing the documents.

17 1. Declaration by Settlement Administrator. The Settlement Administrator  
18 shall submit a declaration in support of Plaintiffs' Motion for Final  
19 Approval of this Settlement. That declaration shall detail the number of  
20 Notices of Class and PAGA Action Settlement mailed and re-mailed to  
21 Class Members, the number of undeliverable Notices of Class Action  
22 Settlement, the number of timely Requests for Exclusion, the number of  
23 Notices of Objection received, the amount of the average Individual  
24 Settlement Payment, the average Individual PAGA Payment, the settlement  
25 administration costs, and any other information that the Parties mutually  
26 agree to include or that the Court orders the Settlement Administrator to  
27 provide.  
28



2. Final Approval Order. The Parties shall present a proposed Final Approval Order to the Court, consistent with the terms and conditions of this Agreement, for the Court's approval and judgment thereon.

Q. Option to Revoke Settlement. Defendant has the unilateral right to revoke this Agreement if, after the Response Deadline, the number of Class Members who have submitted timely and valid written Requests for Exclusion exceeds 5% of all Class Members. If Defendant exercises the option to terminate this Agreement, (a) Defendant shall provide written notice to Class Counsel within 15 calendar days after the Response Deadline or receiving notification from the Settlement Administrator, whichever is earlier, at which time this Agreement shall be void, (b) Defendant shall pay all settlement administration costs incurred through that date and/or as a result of the termination, and (c) the Parties shall proceed in all other respects as if this Agreement had not been executed.

R. Interim Stay of Proceedings. Pending the final approval hearing to be conducted by the Court, the Parties agree to stay all proceedings in the Action except such proceedings as are necessary or desirable to implement and complete the Settlement.

S. Nullification of Settlement Agreement. In the event that (i) the Court denies preliminary approval, (ii) the Court denies final approval, (iii) the Court does not enter a final judgment as provided in this Agreement, or (iv) the settlement does not become final for any other reason, this Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this settlement shall be treated as void from the beginning. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately before the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be split 50% to Defendant and 50% to Plaintiffs, except as otherwise specified in Paragraph III.Q. If an appeal is filed from the

1 Court's final judgment, or any other appellate review is sought, administration of  
2 the settlement shall be stayed pending final resolution of the appeal or other  
3 appellate review. In that event, within 30 calendar days of that notification, the  
4 Parties shall pay any costs that were incurred by the Settlement Administrator  
5 before it was notified of the filing of an appeal from the Court's final judgment or  
6 of any other appellate review, subject to the same 50% split, i.e., 50% to  
7 Defendant and 50% to Plaintiffs.

8 T. No Effect on Employee Benefits. Amounts paid to Plaintiffs, Settlement Class  
9 Members, and Aggrieved Employees under this Agreement shall be deemed not to  
10 be pensionable earnings and shall not have any effect on the eligibility for, or  
11 calculation of, any of the employee benefits (e.g., vacations, holiday pay,  
12 retirement plans, etc.) of the Plaintiffs, the Settlement Class Members, and  
13 Aggrieved Employees.

14 U. Headings. The descriptive headings of any paragraphs or sections of this  
15 Agreement are inserted for convenience of reference only and do not constitute a  
16 part of this Agreement.

17 V. Amendment or Modification. This Agreement may be amended or modified only  
18 by a written instrument that (1) is signed by counsel for all Parties or their  
19 successors-in-interest, (2) is signed by the Parties or their successors-in-interest,  
20 and (3) if the Court's approval is required, and is approved by the Court.

21 W. Entire Agreement. This Agreement and any attached Exhibits constitute the entire  
22 Agreement among these Parties. Apart from the representations, warranties and  
23 covenants contained and memorialized in this Agreement and its Exhibits, no oral  
24 or written representations, warranties or inducements have been made to any Party  
25 concerning this Agreement or its Exhibits.

26 X. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant  
27 and represent they are expressly authorized by the Parties whom they represent to  
28 negotiate this Agreement and to take all appropriate actions required or permitted

1 to be taken by those Parties under this Agreement to effectuate its terms, and to  
2 execute any other documents required to effectuate the terms of this Agreement.  
3 The person signing this Agreement on behalf of Defendant represents and warrants  
4 that he or she is authorized to sign this Agreement on behalf of Defendant.  
5 Plaintiffs represent and warrant that they are authorized to sign this Agreement and  
6 that they have not assigned or transferred to any third-party or encumbered any  
7 claim, or part of a claim, demand, cause of action or any rights herein released and  
8 discharged or covered by this Agreement.

9 Y. Binding on Successors and Assigns. The provisions of this Settlement Agreement  
10 shall run in perpetuity. This Agreement shall be binding upon and inure to the  
11 benefit of the successors or assigns of the Parties to this Agreement, including the  
12 Settlement Class Members and the LWDA.

13 Z. California Law Governs. All terms of this Agreement and its Exhibits and any  
14 disputes arising under this Agreement shall be governed by and interpreted in  
15 accordance with the laws of the State of California.

16 AA. Counterparts. This Agreement may be executed in one or more counterparts and  
17 electronically by DocuSign. All executed counterparts and each of them shall be  
18 deemed to be one and the same instrument, provided that counsel for the Parties to  
19 this Agreement shall exchange among themselves copies or originals of the signed  
20 counterparts.

21 BB. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this  
22 Settlement to be a fair, adequate and reasonable settlement of this Action and have  
23 arrived at this Agreement after extensive arm's-length negotiations, taking into  
24 account all relevant factors, present and potential. The Parties further agree that  
25 this Settlement Agreement shall not be construed in favor of or against any Party  
26 by reason of the extent to which any Party or his, her or its counsel participated in  
27 the drafting of this Settlement Agreement.  
28

- 1 CC. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction  
2 with respect to the interpretation, implementation and enforcement of the terms of  
3 this Agreement and all orders and judgments entered in connection therewith. The  
4 Parties to this Agreement and their counsel submit to the jurisdiction of the Court  
5 for purposes of interpreting, implementing and enforcing the settlement embodied  
6 in this Agreement and all orders and judgments entered in connection with this  
7 Agreement. In any proceeding to enforce its terms of this Agreement under Code  
8 of Civil Procedure section 664.6 and any other applicable statute or law, the  
9 prevailing party will be entitled to reasonable attorneys' fees and costs.
- 10 DD. Invalidity of Any Provision. Before declaring any provision of this Agreement to  
11 be invalid, the Court first shall attempt to construe those provisions as valid to the  
12 fullest extent possible consistent with applicable precedents so as to hold all  
13 provisions of this Agreement valid and enforceable.
- 14 EE. Waiver of Certain Appeals. Provided that the Court does not materially modify the  
15 terms of this Agreement, the Parties agree to waive all appeals and to stipulate to  
16 class certification for purposes of this Settlement only; except, however, that  
17 Plaintiffs or Class Counsel may appeal any reduction to the Attorneys' Fees and  
18 Costs below the amount they request from the Court, and either party may appeal  
19 any court order regarding this Settlement that materially alters the Settlement  
20 Agreement's terms.
- 21 FF. Confidentiality of Documents. After the expiration of any appeals period,  
22 Plaintiffs, the Settlement Administrator, and Class Counsel shall maintain the  
23 confidentiality of all settlement-related documents and other information obtained  
24 in the Action, unless necessary for appeal or such documents are ordered to be  
25 disclosed by the Court or by a subpoena.
- 26 GG. No Admissions by the Parties. Plaintiffs have asserted and continue to assert that  
27 the Released Claims have merit and give rise to liability on Defendant's part.  
28 Defendant asserts that the Released Claims have no merit and do not give rise to

any liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents referred to in this Agreement and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as to the merits or lack of merit of the claims asserted.

HH. Publicity. Class Representatives and Class Counsel agree not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded, or electronic communications. In addition, Class Counsel will not put details about the settlement on their website, unless no reference is made to the case name or Defendant. Class Representatives and Class Counsel further agree that if they are contacted regarding this case, they will take reasonable steps to determine whether the contacting party is a member of the Class. If the contacting party is not a Class Member or the legal representative of a Class Member, they will state only that the lawsuit exists and has been resolved. However, this will not prevent Class Counsel from undertaking required submissions and disclosures that are required to obtain approval of the Settlement, and carry out their duties as Class Counsel to communicate with Class Members.

II. Neutral Reference. Class Representatives will direct any reference requests to Defendant's Human Resources Department. In response to such a request for a reference for Class Representatives, Defendant shall state only the dates of Class Representatives' employment with Defendant and the positions Class Representatives held.

**By signing below, the Parties indicate their approval of the form of this Settlement Agreement and its exhibits.**

IN WITNESS WHEREOF, this Joint Stipulation of Class and PAGA Action Settlement and Release of Claims is executed by the Parties as of the day and year set forth below.

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**IT IS SO AGREED:**

DATED: 6/29/2024 \_\_\_\_\_

RANDY GINES

DocuSigned by:  
  
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DATED: \_\_\_\_\_

PATRICIA RIOS

\_\_\_\_\_

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

KAREN ROLDAN

\_\_\_\_\_

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

LUCILE SALTER PACKARD CHILDREN’S  
HOSPITAL AT STANFORD

By: \_\_\_\_\_  
Name:  
Title:

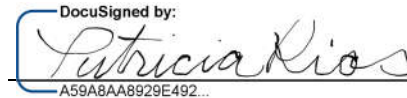
1 **IT IS SO AGREED:**

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

RANDY GINES

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6 DATED: 6/29/2024  
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PATRICIA RIOS

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

KAREN ROLDAN

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LUCILE SALTER PACKARD CHILDREN'S  
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**IT IS SO AGREED:**

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

RANDY GINES

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

PATRICIA RIOS

\_\_\_\_\_

DATED: 7/2/2024

KAREN ROLDAN

DocuSigned by:  
*Karen Roldan*  
7CCF27D408C94D4...

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

LUCILE SALTER PACKARD CHILDREN'S  
HOSPITAL AT STANFORD

By: \_\_\_\_\_  
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IT IS SO AGREED:

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

RANDY GINES

\_\_\_\_\_

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

PATRICIA RIOS

\_\_\_\_\_

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

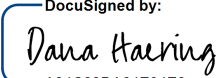
KAREN ROLDAN

\_\_\_\_\_

July 16, 2024 | 8:17 AM PDT

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


LUCILE SALTER PACKARD CHILDREN’S  
HOSPITAL AT STANFORD

By:   
Name: Dana Haering  
Title: CFO

**APPROVED AS TO FORM ONLY:**

DATED: July 1, 2024

**HYUN LEGAL, APC**

By:   
DENNIS S. HYUN  
*Attorneys for Plaintiffs*  
RANDY GINES AND PATRICIA RIOS


DATED: July 1, 2024

**POLARIS LAW GROUP**

By:   
WILLIAM L. MARDER  
*Attorneys for Plaintiffs*  
RANDY GINES AND PATRICIA RIOS

DATED: July 3, 2024

**LAW OFFICES OF MARK YABLONOVICH**

By:   
MARK YABLONOVICH  
MONICA BALDERRAMA  
TONY ROBERTS  
*Attorneys for Plaintiff*  
KAREN ROLDAN

## **EXHIBIT 1**

## NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

### ***Gines, et al. v. Lucile Salter Packard Children's Hospital at Stanford*** **SANTA CLARA SUPERIOR COURT CASE NO. 19CV357498**

*You are not being sued. This notice affects your rights. Please read it carefully  
A California court authorized this Notice. This is not a solicitation from a lawyer.*

To: "Class Members," who are defined to include all current and former non-exempt employees who worked for Defendant Lucile Salter Packard Children's Hospital at Stanford ("LPCH") in California at any time from May 10, 2018, through June 8, 2024 (the "Class Release Period").

Class Member may also be "Aggrieved Employees" under the terms of the settlement of certain California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA") claims.

These definitions are for settlement purposes only and are not an admission of any wrongdoing by LPCH.

**You received this Notice because LPCH's records indicate that you are a Class Member and Aggrieved Employee and are entitled to a settlement payment.**

#### **YOUR ESTIMATED CLASS AND PAGA PAYMENTS**

According to LPCH's records, you worked a total of \_\_\_\_ Qualified Class Pay Periods during the Class Release Period and your estimated gross Individual Settlement Payment is approximately \$ \_\_\_\_.

According to LPCH's records, you worked a total of \_\_\_\_ Qualified PAGA Pay Periods during the PAGA Release Period your estimated Individual PAGA Payment \$ \_\_\_\_.

Based on the above, your total estimated gross payment from the Settlement is approximately \$ \_\_\_\_.

On \_\_\_\_\_, 2024, the Honorable Theodore C. Zayner of the Santa Clara County Superior Court granted preliminary approval of this class action and PAGA settlement. **You will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the Net Settlement Amount (unless you choose to opt-out of the settlement by following the procedures described below).**

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at \_\_\_\_ .m. on \_\_\_\_\_, 2024, in Department 19 of the Santa Clara County Superior Court, located at 191 North First Street, San Jose, California 95113.

The Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please check with the Settlement Administrator or Class Counsel for any scheduling changes. Contact information is provided below. As discussed below, you may also review the Court's online records at <https://traffic.sccscourt.org>.

If you move, you must send the Settlement Administrator your new address; otherwise, you may not receive your settlement payment. It is your responsibility to keep your current address on file with the Settlement Administrator.

#### **Summary of the Litigation**

Plaintiffs Randy Gines, Patricia Rios, and Karen Roldan, individually and on behalf of other current and former non-exempt employees, allege that LPCH violated California state labor laws as a result of its alleged failure to, among other things: (1) provide employees with accurate itemized wage statements; (2) provide employees with all required meal and rest breaks and pay the requisite meal and rest break premium wages (including at the

regular rate of pay); (3) properly calculate and pay sick pay; (4) pay minimum and overtime wages for all hours worked (including at the regular rate of pay for overtime wages); (5) reimburse employees their business expenses; (6) pay reporting time wages; and (7) maintain accurate records. On November 28, 2023, the parties participated in a mediation with Tripper Ortman, Esq., a neutral, experienced, and well-respected class action mediator. After a thorough exchange of relevant information and evidence, the parties entered into settlement negotiations. With Mr. Ortman's assistance, the parties negotiated a settlement.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Hyun Legal, APC, Polaris Law Group, and the Law Offices of Mark Yablonovich (collectively, "Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

LPCH denies the factual and legal allegations in the case, and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, LPCH is not admitting liability on any of the factual or legal allegations or claims in the case or that the case can or should proceed as a class action. LPCH has agreed to settle the case as part of a compromise with Plaintiffs.

### **Summary of The Proposed Settlement Terms**

**Settlement Amount.** LPCH has agreed to pay the amount of \$9,700,000 (the "Gross Settlement Amount") to fully resolve the claims against it in the Action. The Gross Settlement Amount includes all settlement payments to the Class Members, Class Counsel's attorney's fees, litigation costs and expenses, the Settlement Administration Expenses, and Service Award to the Class Representative, as outlined below.

**Settlement Administration and Other Payments.** The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which the Court has tentatively approved subject to final approval at the Final Approval Hearing:

- (1) Class Representative Enhancement Awards/General Release Payments of \$20,000 each, to Randy Gines, Patricia Rios, and Karen Roldan for their services on behalf of the Class, and for a release of all claims arising out of their employment with LPCH;
- (2) \$3,233,333.33 in attorneys' fees and actual litigation expenses estimated not to exceed \$75,0000;
- (3) A \$970,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA Payment"), inclusive of a \$727,500 payment to the California Labor and Workforce Development Agency (the "LWDA") and a \$242,500 payment to all Aggrieved Employees; and
- (4) Reasonable Settlement Administrator's fees and expenses currently estimated at \$30,000.

After deducting the above payments, a total of approximately \$5,331,666.67 (the "Net Settlement Amount") will be allocated to Class Members who do not opt out of the Settlement. Additionally, all Aggrieved Employees will receive a proportional share of the 25% of the PAGA Payment (\$242,500), regardless whether they opt out of the Settlement Class. LPCH will pay its portion of the employer's payroll taxes in addition to the Gross Settlement Amount.

**Calculation of Individual Settlement Shares.** Class Members who do not submit a valid and timely Request for Exclusion will be entitled to a *pro rata* portion of the Net Settlement Amount, which is called an "Individual

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

Settlement Payment.” Each Settlement Class Member’s Individual Settlement Payment is calculated as follows: The number of Qualified Class Pay Periods that each Settlement Class Member worked for LPCH between May 10, 2018, through June 8, 2024 is divided by the total number of Qualified Class Pay Periods worked by all Settlement Class Members and then multiplied by the Net Settlement Amount. No gross Individual Settlement Payment will be less than \$25. Individual Settlement Payments will be reduced by any required deductions, including employee-side tax withholdings or deductions. (“Qualified Class Pay Periods” means and includes any and all pay periods (as reflected in LPCH’s records) worked by Class Members during the Class Release Period, i.e., May 10, 2018, through June 8, 2024.)

According to LPCH’s records, you worked a total of \_\_\_\_ Qualified Class Pay Periods during the Class Release Period and your estimated gross Individual Settlement Payment is approximately \$ \_\_\_\_.

**Payments from PAGA Payment.** Aggrieved Employees will receive an Individual PAGA Payment. Each Aggrieved Employee’s PAGA Payment will be determined by the following formula: The number of Qualified PAGA Pay Periods for each Aggrieved Employee will be divided by the total number of Qualified PAGA Pay Periods for all Aggrieved Employees. The result of that division is called “the Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s Payment Ratio will be multiplied by \$242,500 (which is the PAGA Payment that is allocated for distribution to the Aggrieved Employees) to calculate each Aggrieved Employee’s Individual PAGA Payment. Aggrieved Employees cannot exclude themselves from the PAGA Payment. A Request for Exclusion does not exclude an Aggrieved Employee from the release of claims under California Labor Code §§ 2698, et seq. and all Aggrieved Employees will receive their portion of the PAGA Amount even if the employee submits a valid Request for Exclusion. (“Qualified PAGA Pay Periods” means and includes any and all pay periods (as reflected in LPCH’s records) worked by Aggrieved Employees during the PAGA Release Period, i.e., May 10, 2018, through June 8, 2024.)

According to LPCH’s records, you worked a total of \_\_\_\_ Qualifying PAGA Pay Periods during the PAGA Period your estimated Individual PAGA Payment \$ \_\_\_\_.

**Your Total Estimated Gross Payment:** Your total estimated gross payment from the Settlement is approximately \$ \_\_\_\_\_. If you believe the pay period information provided above is incorrect, please contact the Settlement Administrator to address the calculation. You must attach all documentation addressing your issue (such as check stubs). All disputes must be postmarked on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator  
c/o ILYM Group, Inc.

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If you dispute the information stated above, LPCH’s records will control unless you are able to provide documentation that establishes otherwise.

**Timing of Payment.** The Court will hold a Final Approval Hearing at \_\_\_\_\_ .m., on \_\_\_\_\_, 2024, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. If there are appeals, it is uncertain whether they will be resolved and when. Resolving appeals can take time, often more than a year. You can check on the progress of the case by contacting the Settlement Administrator or, as discussed below, by visiting the Court’s website, or going in person to the Clerk’s office. *Please be patient.*

**Taxes on Settlement Payments.** For tax purposes, each Individual Settlement Payment will be allocated as 20% wages subject to reduction for employee-side taxes, withholdings, and deductions for which an IRS Form W-2 will be issued and 80% as non-wages for which an IRS Form 1099 will be issued (if required). Aggrieved Employees’ Individual PAGA Payments will be allocated as 100% non-wages for which an IRS Form 1099 will

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

issue (if required). Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. LPCH's portion of any payroll taxes and contributions with respect to the wages portion of the Settlement will be paid by LPCH separately and in addition to the Gross Settlement Amount.

**Fee and Cost Award for Class Counsel.** Class Counsel will request attorneys' fees in the amount of up to \$3,233,333.33, which represents one-third of the Gross Settlement Amount. Class Counsel will also request reimbursement of reasonable and actual litigation expenses incurred in prosecuting this Action, not to exceed \$75,000. The Court will not determine the amount of fees and costs until the Final Approval Hearing. If any portion of the amounts requested for attorneys' fees and costs are not awarded by the Court, that portion will be included in the Net Settlement Amount for distribution to Settlement Class Members. These attorneys' fees and costs shall compensate Class Counsel for the work they have performed and the expenses they have incurred in this Action. Class Members are not personally responsible for any of Class Counsel's attorneys' fees and costs.

**Enhancement Awards and General Release Payments to the Class Representatives.** Class Counsel will also seek Enhancement Awards of no more than \$20,000 for each of the Plaintiffs (Randy Gines, Patricia Rios, and Karen Roldan) for acting as representative plaintiffs on behalf of the Class and signing a general release of all claims. These payments will be in addition to whatever payments each is otherwise entitled to as a Class Member. If approved by the Court, this amount will be paid from the Gross Settlement Amount for their risk and service on behalf of the Class, which included, among other things, reviewing documents, providing written statements, participating in meetings with Class Counsel, and performing other services of that nature, as well as their general release of all claims against LPCH.

### **Your Options Under the Settlement**

#### ***Option 1 – Automatically Receive a Payment from the Settlement***

If you want to receive your payment from the Settlement, then no further action is required on your part. You will automatically be issued a payment of your share of the Settlement if and when the Settlement receives final approval by the Court.

If the Court grants final approval of the Settlement, you will be mailed a check for your share of the Net Settlement Amount and be deemed to have released or waived the Released Claims. If you are an Aggrieved Employee, your check will include your share of the PAGA Payment and you will be deemed to have released or waived the PAGA Released Claims:

**Released Claims:** As of the date of the funding of the Gross Settlement Amount and in exchange for the consideration provided by this Settlement, Class and PAGA Representatives and Settlement Class Members (i.e., those Class Members who do not submit a timely and valid request for exclusion from the class portion of the Settlement), and by operation of the contemplated final judgment shall have, fully, finally, and forever settled and released LPCH, and LPCH's affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers ("Released Parties") of all the claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, that each Settlement Class Member had, now has, or may hereafter claim to have against the Released Parties, and that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Action that have arisen during the Class Release Period (the "Released Claims"). The Released Claims include violations of California Labor Code sections 201, 202, 203, 204, 223, 225.5, 226, 226.7, 233, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1182.12, 1174, 1194, 1197, 1197.1, 1198, 2800, 2801, and 2802; applicable IWC Wage Orders, including but not

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

limited to Nos. 3-2001 and 5-2001; and California Business & Professions Code section 17200, *et seq.* The Released Claims exclude all other claims, including claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released.

**Released PAGA Claims:** As of the date of the funding of the Gross Settlement Amount and in exchange for the consideration provided by this Settlement, all allegations and claims for PAGA civil penalties based on any and all underlying Labor Code violations alleged or referenced in the Second Amended Complaint or in the notice letters sent to the LWDA regarding claims for PAGA civil penalties in this consolidated lawsuit or in any of the underlying lawsuits, i.e., *Gines v. Lucile Salter Packard Children's Hospital at Stanford*, Santa Clara County Superior Court, Case No. 19CV357498, filed on October 28, 2019, along with the consolidated case, *Rios v. Lucile Salter Packard Children's Hospital at Stanford*, Santa Clara County Superior Court Case No. 21CV386232, filed on August 26, 2021, and *Roldan v. Lucile Salter Packard Children's Hospital at Stanford*, Case Nos. 22CV397838, and 22CV397839, filed on May 10, 2022.

### **Option 2 – Opt Out of the Settlement**

If you do not wish to participate in the Class Settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you desire to be excluded from the Class Settlement. The written request for exclusion must include your name, address, your employee identification number or the last four digits of your social security number, signature, and a brief statement to the effect that you wish to opt out of the Settlement of the consolidated class action lawsuit entitled *Gines v. Lucile Salter Packard Children's Hospital at Stanford*, Case No. 19CV357498. Sign, date, and mail the Request for Exclusion by First Class U.S. Mail to the address below.

Settlement Administrator  
c/o ILYM Group, Inc.

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The Request for Exclusion must be postmarked no later than \_\_\_\_\_, 2024 [insert Response Deadline]. If you submit an untimely Request for Exclusion, your Request for Exclusion will be rejected, and you will be included in the Settlement Class.

If you choose **Option 2**, you will no longer be a Class Member, and you will not receive an Individual Settlement Payment from the Net Settlement Amount and will not release the Released Claims. If you are an Aggrieved Employee, you will still release the PAGA Released Claims and receive your Individual PAGA Payment.

### **Option 3 – Object to the Settlement**

You may object to the proposed Settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney (at your own expense), provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Gines v. Lucile Salter Packard Children's Hospital at Stanford*, Case No. 19CV357498), (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Santa Clara, 191 N. First Street, San Jose, California 95113, or by filing in person at the same location; (c) also be mailed to the law firms identified in the "Additional Information" section below and Michael D. Bruno, Esq., Gordon Rees Scully Mansukhani LLP, 315 Pacific Avenue, San Francisco, California 94111; and (d) be filed or postmarked on or before [insert Response Deadline].

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***



All written objections must be mailed to the Settlement Administrator and postmarked no later than \_\_\_\_\_, 2024 [insert Response Deadline]. By submitting an objection, you are not excluding yourself from the Settlement. To exclude yourself from the Settlement, you must follow the directions described above. Please note that you cannot both object to the Settlement and exclude yourself. You must choose one option only. In the event that you submit both a Request for Exclusion and an Objection, the Request for Exclusion will be valid and Objection will be invalid.

You may also, if you wish, appear at the Final Approval Hearing set for \_\_\_\_\_, 2024, at \_\_\_\_\_ .m. in Department 19 of the Santa Clara Superior Court, located at 191 N. First St., San Jose, California 95113, and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing at your own expense.

The judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class members who wish to appear remotely should contact Class Counsel at least three business days before the hearing if possible. Instructions for appearing remotely are provided at [https://www.scsccourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml) and should be reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 19 (Afternoon Session) or by calling the toll-free conference call number for Department 19. Any class member who wishes to appear in person should check in at Court Services (1st floor, Downtown Superior Courthouse, 191 N. First St., San Jose, California 95113) and wait for a sheriff's deputy for an escort to the courtroom for the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. Whether or not the Court overrules your objection, you are deemed bound to the Settlement and to have released the Released Claims, and, if you are an Aggrieved Employee, the PAGA Released Claims.

### **Additional Information**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement. You can get a copy of the Settlement Agreement and other public case documents by calling 1-8xx-xxx-xxxx, or by writing to the Settlement Administrator at [insert address]. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at <https://traffic.scsccourt.org> or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. First Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

**Notice of Final Judgment.** Should the Court granted final approval of this Settlement, a copy of the Final Order and Judgment will be available at [INSERT ADMINISTRATOR WEBSITE URL]

You also can contact Class Counsel:

Dennis S. Hyun, Esq.  
dhyun@hyunlegal.com  
**Hyun Legal, APC**  
515 S. Figueroa St., Suite 1250  
Los Angeles, CA 90071  
Phone: (213) 488-6555  
Fax: (213) 488-6554

William L. Marder, Esq.  
bill@polarislawgroup.com  
**Polaris Law Group**  
501 San Benito St., Suite 200  
Hollister, CA 95023  
Phone: (831) 531-4214  
Fax: (831) 634-0333

Mark Yablonovich, Esq.  
Mark@Yablonovichlaw.com  
Monica Balderrama, Esq.  
Monica@Yablonovichlaw.com  
Tony Roberts, Esq.  
Tony@Yablonovichlaw.com  
**Law Offices of Mark  
Yablonovich**

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***

9465 Wilshire Blvd., Suite 300  
Beverly Hills, CA 90212  
Toll Free: (888) 257-7462  
Fax: (310) 407-5391

**PLEASE DO NOT CALL THE COURT, LPCH, OR DEFENDANT'S COUNSEL WITH ANY  
QUESTIONS RELATED TO THE SETTLEMENT.**

**Questions? Contact the Settlement Administrator toll free at 1-\*\*\*-\*\*\*-\*\*\*\***