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HealthRight 360 Foundation

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JAMAAL RAMIREZ, an individual, on behalf
of himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

HEALTHRIGHT 360, a California Corporation;
HEALTHRIGHT 360 FOUNDATION, a
California Corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No. CGC-23-607274

**JOINT STIPULATION AND FIRST
AMENDED SETTLEMENT
AGREEMENT OF CLASS AND PAGA
ACTION CLAIMS**

Trial Date: N/A
Complaint Filed: June 26, 2023

1 This Joint Stipulation of Class and PAGA Representative Action Settlement and Release
2 (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs
3 Alfonso Jamaal Ramirez, Sharon Fennix, and Terri Devereaux (collectively, “Plaintiffs” or “Class
4 Representatives”), as individuals and on behalf of all others similarly situated and allegedly
5 aggrieved, and Defendants HealthRight 360 and HealthRight 360 Foundation (collectively,
6 “Defendants”).

7 **DEFINITIONS**

8 The following definitions are applicable to this Settlement Agreement. Definitions
9 contained elsewhere in this Settlement Agreement will also be effective:

10 1. “Actions” mean the *Ramirez, et al. v. HealthRight 360, et al.*, San Francisco County
11 Superior Court of California, Case No. CGC-23-607274 and *Ramirez v. HealthRight 360, et al.*
12 United States District Court, Northern District of California, Case No. 3:23-cv-02601-JSC to be
13 amended as set forth in Paragraph 38.

14 2. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class
15 Counsel’s litigation and resolution of the Actions, and all Court approved costs incurred and to be
16 incurred by Class Counsel in the Actions, including but not limited to, costs associated with
17 documenting the Settlement, providing any notices to governmental agencies required as part of
18 the Settlement or Court Order, securing the Court’s approval of the Settlement, administering the
19 Settlement, obtaining entry of a Judgment terminating the Actions, and expenses for any experts.
20 Class Counsel will request attorneys’ fees not in excess of one third of the Gross Settlement
21 Amount, or \$197,010. Class Counsel will request costs not in excess of \$32,500, subject to proof.
22 Attorneys’ Fees and Costs shall be paid from the Gross Settlement Amount.

23 3. “Claims Administration Expenses” means the costs payable from the Gross
24 Settlement Amount to the Settlement Administrator for administering the Settlement, including,
25 but not limited to, printing, distributing, and tracking documents for the Settlement, tax reporting,
26 distributing the Gross Settlement Amount, and providing necessary reports and declarations, as
27 requested by the Parties.
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4. “Class” or “Class Member(s)” means all persons who are or previously were employed by Defendants in California and classified as non-exempt employees at any time from July 14, 2020, through March 16, 2025.

5. “Class Counsel” means Matthew Haulk and Jose Herrera of Haulk & Herrera LLP.

6. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from Defendants’ records and provide to the Settlement Administrator within twenty (20) business days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Excel and will include each Class Member’s full name, last known mailing address, last known email address (if applicable), social security number, number of workweeks that each Class Member worked during the Class Period and the PAGA Period, and any other relevant information needed to calculate settlement payments.

7. “Class Notice” means the Notice of Class Action Settlement, substantially in the format attached as **Exhibit A**.

8. “Class Period” means the time period from July 14, 2020, through March 16, 2025.

9. “Court” means the California Superior Court for the County of San Francisco.

10. “Defendants” mean HealthRight 360 and HealthRight 360 Foundation.

11. “Effective Date” means the latter of (5) five calendar days after the final judgment by which a notice of appeal of the order granting final approval or the final judgment may be timely filed, and none is filed (i.e., 65 days after the date of entry of the order granting final approval); or (2) if a notice of appeal from the order granting final approval or the final judgment is filed, five (5) business days after the date on which the Superior Court’s order granting final approval or final judgment is finally affirmed or upheld without any further right of appeal by any party or third party and following the expiration of any such period for such further appeal that may be available. The Effective Date is a condition of performance of the obligations under this Settlement.

12. “Gross Settlement Amount” means the agreed amount of Five Hundred Ninety One Thousand Thirty Dollars (\$591,030), to be paid by Defendants in full satisfaction of all Released Claims by the Qualified Class Members and PAGA Settlement Group arising from the Actions,

1 which includes all Individual Settlement Payments to Class Members, Attorneys' Fees and Costs
2 to Class Counsel, Service Award to Plaintiffs, the Labor and Workforce Development Agency
3 ("LWDA") Payment, and Claims Administration Expenses to the Settlement Administrator. This
4 Gross Settlement Amount has been agreed to by Plaintiffs and Defendants based on the aggregation
5 of the agreed-upon settlement value of individual claims in the Actions. In no event will Defendants
6 be liable for more than the Gross Settlement Amount. The Gross Settlement Amount includes
7 employee payroll taxes. However, Defendants shall pay the employer's portion of payroll taxes on
8 all wage allocation in addition to the Gross Settlement Amount. There will be no reversion of the
9 Gross Settlement Amount to Defendants.

10 13. "Individual Settlement Payment(s)" means each Class Members' share of the Net
11 Settlement Amount and Net PAGA Settlement Amount.

12 14. "LWDA Payment" means the amount that the Parties have agreed to pay to the
13 LWDA in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code
14 § 2698 *et seq.*) ("PAGA") out of the PAGA Settlement Amount. The Parties have agreed that
15 Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount will
16 constitute the PAGA Settlement Amount and be remitted in consideration for the resolution of
17 PAGA Settlement Groups' claims arising under PAGA during the PAGA Period. Per PAGA, 75%
18 (\$22,500.00) of the PAGA Settlement Amount will be distributed to the LWDA as a PAGA
19 payment.

20 15. "Net PAGA Settlement Amount" refers to the 25% portion of the PAGA Settlement
21 Amount available for distribution to the PAGA Settlement Group. The Net PAGA Settlement
22 Amount will be automatically distributed to the PAGA Settlement Group per the methodologies in
23 this Settlement, even if they opt-out of the class portion of the Settlement.

24 16. "Net Settlement Amount" means the portion of the Gross Settlement Amount
25 remaining after deducting the Attorneys' Fees and Costs, the Service Award, the LWDA Payment,
26 and Claims Administration Expenses that will be automatically distributed to Qualified Class
27 Members.

1 17. “Notice of Objection” means a Class Member’s valid and timely written objection
2 to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the
3 objector’s full name, signature, address, and telephone number, (ii) a written statement of all
4 grounds for the objection accompanied by any legal support for such objection, and (iii) copies of
5 any papers, briefs, or other documents upon which the objection is based, if any documents are a
6 basis of the objection.

7 18. “PAGA Claims” means the claims for the imposition of civil penalties pursuant to
8 the PAGA arising out of alleged violations of the California Labor Code and/or wage orders as
9 outlined in the Released Claims by the PAGA Settlement Group.

10 19. “PAGA Settlement Amount” means the amount the Parties have agreed to allocate
11 to the resolution of PAGA Claims during the PAGA Period. The Parties have agreed that Thirty
12 Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount will constitute the
13 PAGA Settlement Amount and be remitted in consideration for the resolution of the aggrieved
14 employees’ claims arising under PAGA during the PAGA Period. Of the PAGA Settlement
15 Amount, 75% (\$22,500) will be distributed to the LWDA as a PAGA payment with the remaining
16 25% (\$7,500) distributed to PAGA Settlement Group per PAGA.

17 20. “PAGA Period” means the time period from April 19, 2022, through March 16,
18 2025.

19 21. “PAGA Settlement Group” means all persons who are or previously were employed
20 by Defendants in California and classified as non-exempt employees at any time from April 19,
21 2022, through March 16, 2025.

22 22. “Parties” means Plaintiffs and Defendants, collectively.

23 23. “Plaintiffs” or “Class Representatives” mean Alfonso Jamaal Ramirez, Sharon
24 Fennix, and Terri Devereaux.

25 24. “Preliminary Approval” means the Court order granting preliminary approval of the
26 Settlement Agreement.

27 25. “Qualified Class Member(s)” means any Class Member who does not timely opt-
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1 out of the Class settlement pursuant to procedures outlined in this Settlement.

2 26. “Released Class Claims by Qualified Class Members” means the claims released by
3 the Qualified Class Members and pleaded in the Action (including in any initial or amended
4 Complaint or PAGA letters sent to the LWDA by Plaintiffs during or prior to the Action), any
5 potential claims reasonably arising out of the same set of operative facts pleaded in the Complaints
6 or PAGA letters, or any claims reasonably related to the allegations in the Complaints or PAGA
7 letters for work performed during the Class Settlement Covered Period, including but not limited
8 to the following:

9 (a) Any claims for unpaid wages including minimum, regular, or overtime wages (Cal.
10 Lab. Code §§ 204, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, 1198, tit. 8
11 CCR § 11040(5)(A)-(B); and the applicable Wage Order); non-compliant meal periods and any
12 unpaid meal premiums (Lab. Code §§ 210, 512, 226.7, and applicable Wage Order); non-compliant
13 rest breaks and any unpaid rest break premiums (Lab. Code §§ 210, 512, 226.7, and applicable
14 Wage Order); improper deductions (Lab. Code § 221); failing to timely pay wages, vacation pay,
15 or sick pay (Lab. Code §§ 201-204, 227.3, 245-249); non-compliant wage statements (Lab. Code
16 § 226); failure to reimburse business expenses (Lab. Code §§ 2800 and 2802); unfair competition
17 or unlawful business practices (Bus. & Prof. Code § 17200 et seq.); failure to maintain accurate
18 records (Lab. Code § 1174, 1174.5, and applicable Wage Order); claims for interest, penalties
19 (including but not limited to claims for failure to timely pay wages pursuant to Lab. Code §§ 201-
20 204, 210, 1198.5, and 1199), or premiums in connection with any of the preceding claims; as well
21 as any claims under the California Labor Code, California Industrial Welfare Commission’s Wage
22 Orders, the California Code of Regulations, or the California common law.

23 (b) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business
24 practices and/or punitive damages alleged in the Complaints filed as part of the Action; and

25 (c) Any and all other claims under the Fair Labor Standards Act (“FLSA” or 29 U.S.C
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§ 206 et seq.).¹ In addition, to the extent required by law, the cashing of the settlement check by the Qualified Class Member shall be deemed an opt-in for purposes of releasing the Released Parties from any claims predicated under the FLSA. The Settlement Administrator shall include a legend on the settlement check stating: “By cashing this check, I am opting into the settlement in *Ramirez, et al. v. HealthRight 360 and HealthRight 360 Foundation*, San Francisco County Superior Court, Case No. CGC-23-607274 under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement.” The release shall be given full res judicata and collateral estoppel effect upon entry of judgment.

27. “Released PAGA Claims by PAGA Settlement Group” means the claims released by the PAGA Settlement Group Members and pleaded in the Action (including in any initial or amended Complaint or PAGA letters sent to the LWDA by Plaintiffs during or prior to the Action), any potential claims reasonably arising out of the same set of operative facts pleaded in the Complaints or PAGA letters, or any claims reasonably related to the allegations in the Complaints or PAGA letters for work performed during the PAGA Settlement Covered Period, including but not limited to the following:

(a) Any claims for unpaid wages including minimum, regular, or overtime wages (Cal. Lab. Code §§ 204, 210, 510, 515, 551, 552, 558, 558.1, 1182.12, 1194, 1197, 1197.1, 1198, tit. 8 CCR § 11040(5)(A)-(B); and the applicable Wage Order); non-compliant meal periods and any unpaid meal premiums (Lab. Code §§ 210, 512, 226.7, and applicable Wage Order); non-compliant rest breaks and any unpaid rest break premiums (Lab. Code §§ 210, 512, 226.7, and applicable Wage Order); improper deductions (Lab. Code § 221); failing to timely pay wages, vacation pay, or sick pay (Lab. Code §§ 201-204, 227.3, 245-249); non-compliant wage statements (Lab. Code § 226); failure to reimburse business expenses (Lab. Code §§ 2800 and 2802); unfair competition or unlawful business practices (Bus. & Prof. Code § 17200 et seq.); failure to maintain accurate records (Lab. Code § 1174, 1174.5, and applicable Wage Order); claims for interest, penalties

¹ The court in *Amaro* held that “allowing employers to settle FLSA claims within the context of a state law wage and hour class action furthers the purpose of the opt-in requirement by preventing defendants from facing repetitious litigation for the same underlying conduct”. [*Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 541 \(2021\)](#).

(including but not limited to claims for failure to timely pay wages pursuant to Lab. Code §§ 201-204, 210, 1198.5, and 1199).

28. “Released Parties” means Defendants and their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, divisions, and affiliates and each of their respective past, present, and future officers, directors, employees, partners, members, owners, shareholders, principals, agents, attorneys, insurers, and any other assigns or legal representatives which could be jointly liable with Defendants.

29. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the non-PAGA portion of the Settlement. The Request for Exclusion must: (i) set forth the name, address, telephone number, and last four digits of the social security number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement; and (v) be emailed, faxed or postmarked on or before the Response Deadline.

30. “Response Deadline” means the deadline by which Class Members must email, postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection or workweek disputes. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

31. “Service Award(s)” means the amount to be paid to Plaintiffs in the Actions in recognition of their efforts and work in prosecuting the Actions on behalf of Class Members, and for Plaintiffs’ general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Service Award of Thirty Thousand Dollars and Zero Cents (\$30,000) to be allocated equally amongst the Plaintiffs at Ten Thousand Dollars and Zero Cents (\$10,000) each.

32. “Settlement Administrator” means the third-party class action settlement

1 administrator agreed to by the Parties and approved by the Court for the purposes of administering
2 the Settlement. The Parties each represent that they do not have any financial interest in the
3 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
4 could create a conflict of interest.

5 33. "Workweeks" means the number of weeks that each Class Member worked for
6 Defendants during the Class Period or the PAGA Period. All Class Members will be credited with
7 at least one workweek.

8 **TERMS OF AGREEMENT**

9 Plaintiffs, on behalf of themselves and the Class and PAGA Settlement Group, and
10 Defendants agree as follows:

11 34. Funding of the Gross Settlement Amount. Defendants will issue payment in the
12 amount of the Gross Settlement Amount of \$591,030 to the Settlement Administrator, which will
13 be deposited into a Qualified Settlement Account to be established by the Settlement Administrator.
14 After the Effective Date, the Gross Settlement Amount will be used for: (i) Individual Settlement
15 Payments; (ii) the LWDA Payment; (iii) the Service Awards; (iv) Attorneys' Fees and Costs; and
16 (v) Claims Administration Expenses. Defendants will issue payment in the amount of the Gross
17 Settlement Amount within 15 calendar days of the Effective Date. Within 20 calendar days after
18 the Effective Date and after Defendants receive the necessary calculations from the Settlement
19 Administrator, Defendants will submit a payment for the employer's portion of payroll taxes on all
20 wage allocation in addition to the Gross Settlement Amount.

21 35. Attorneys' Fees and Costs. Class Counsel will file a motion for Attorneys' Fees and
22 Costs of not more than one-third of the Gross Settlement Amount (projected to be \$197,010), plus
23 the reimbursement of costs and expenses associated with Class Counsel's litigation and settlement
24 of the Action, not to exceed \$32,500, both of which will be paid from the Gross Settlement Amount.
25 These amounts satisfy all of the claims for attorneys' fees and costs in the Actions. A reduction in
26 these amounts by the Court is not grounds to void the Settlement. Defendants agree not to oppose
27 any application or motion consistent with this paragraph.

1 36. Service Awards. In exchange for a general and complete release, and in recognition
2 of Plaintiffs' effort and work in prosecuting the Actions on behalf of Class Members, Defendants
3 agree not to oppose any application or motion for a Service Award of up to \$30,000 in total, which
4 shall be allocated equally amongst the Plaintiffs at Ten Thousand Dollars and Zero Cents (\$10,000)
5 each. A reduction in this amount by the Court is not grounds to void the Settlement. The Service
6 Award will be paid from the Gross Settlement Amount and will be in addition to any Individual
7 Settlement Payment Plaintiffs may be entitled to pursuant to the Settlement. Plaintiffs will be solely
8 and legally responsible to pay any and all applicable taxes on the Service Award.

9 37. Claims Administration Expenses. The Settlement Administrator will be paid for the
10 reasonable costs of administration of the Settlement and distribution of payments from the Gross
11 Settlement Amount, which shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000).
12 These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the
13 required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS
14 Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount,
15 establishing and maintaining a settlement website in the manner described below and providing
16 necessary reports and declarations.

17 38. Amending Pleadings. The Parties have filed a stipulation in order to file a Second
18 Amended Complaint in this Action. Once the San Francisco County Superior Court has approved
19 the Settlement Agreement and the expiration of the time to appeal has expired, Plaintiffs will
20 voluntarily dismiss the putative class Action in the Northern District Court of California, Case No.
21 3:23-cv-02601, with prejudice by preparing and filing a joint stipulation of voluntary dismissal with
22 prejudice within seven (7) calendar days. In the interim, the Parties shall file a joint stipulation to
23 stay the putative class Action in the Northern District Court of California, Case No. 3:23-cv-02601
24 until the San Francisco County Superior Court has approved the Settlement Agreement and the
25 expiration of the time to appeal has expired. Plaintiffs maintain the Actions have merit and
26 Defendants deny the Actions are appropriate for class treatment or manageable at trial that for any
27 purpose other than settling the Actions.
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1 39. PAGA Settlement Amount and Distribution. Subject to Court approval, the Parties
2 agree that the amount of Thirty Thousand Dollars and Zero Cents (\$30,000) from the Gross
3 Settlement Amount will be designated for satisfaction of civil penalties arising out of the PAGA
4 Claims by PAGA Settlement Group during the PAGA Period. Per PAGA, Seventy-Five Percent
5 (75%), or \$22,500, of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or
6 \$7,500, will constitute the Net PAGA Settlement Amount and will be paid to PAGA Settlement
7 Group (regardless of whether they object to or are excluded from the non-PAGA portion of the
8 Settlement) as part of their Individual Settlement Payment. To determine each PAGA Settlement
9 Group member's share of the Net PAGA Settlement Amount, the Settlement Administrator will
10 use the following formula: The PAGA Net Settlement Amount will be divided by the total number
11 of pay periods worked by PAGA Settlement Group during the PAGA Period and then multiplied
12 by each PAGA Settlement Group member's number of pay periods during the PAGA Period.

13 40. Net Settlement Amount and Distribution. The Net Settlement Amount of each
14 Qualified Class Members' Individual Settlement Payments will be based on the number of
15 Workweeks each Qualified Class Member worked during the Class Period. To determine each
16 Class Member's share of the Net Settlement Amount, the Settlement Administrator will use the
17 following formula: The Net Settlement Amount will be divided by the total number of Workweeks
18 worked by all Class Members during the Class Period, resulting in the "Workweek Value". Then,
19 each Class Member's share of the Net Settlement Amount will be calculated by multiplying each
20 Class Member's total number of Workweeks during the Class Period by the Workweek Value. The
21 Individual Settlement Payment will be reduced by any required deductions for each Class Member
22 as specifically set forth herein, including employee-side tax withholdings or deductions.

23 41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
24 Qualified Class Members under this Settlement, as well as any other payments made pursuant to
25 this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to
26 which any Class Member may be eligible. It is the Parties' intention that this Settlement will not
27 affect any rights, contributions, or amounts to which any Class Member may be entitled under any
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benefit plans.

42. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

43. Delivery of the Class List. Within 20 business days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

44. Notice by First-Class U.S. Mail. Within 10 calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing address identified in the Class List as updated by the process in Paragraph 45 below. In addition to, the Administrator shall provide Class Notice to the Class Members by e-mail, where e-mail addresses are available and have been provided to the Administrator with the Class Data.

45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent within seven days from receipt of a notice returned as undeliverable via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or social security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have between the later of (i) an additional 15 calendar days or (ii) the Response Deadline to submit a Request for Exclusion or an objection to the Settlement.

46. Class Notices. All Class Members will be mailed a Class Notice (and e-mailed where e-mail addresses are available, as provided in Paragraph 44 of this Agreement). Each Class

1 Notice will provide: (i) information regarding the nature of the Action; (ii) a summary of the
2 Settlement's principal terms; (iii) the definition of the Class; (iv) the total number of Workweeks
3 each Class Member worked for Defendants during the Class Period; (v) the total number of pay
4 periods each member of the PAGA Settlement Group worked for Defendants during the PAGA
5 Period; (vi) each Class Member's estimated Individual Settlement Payment and the formulas for
6 calculating Individual Settlement Payments; (vii) the dates which comprise the Class Period and
7 PAGA Period; (viii) instructions on how to submit Requests for Exclusion, Notices of Objection
8 or Workweek disputes; (ix) the deadlines by which the Class Member must email, postmark or fax
9 Request for Exclusions, Notices of Objection or Workweek disputes; and (x) the claims to be
10 released.

11 47. Disputed Information on Class Notices. Class Members will have 45 calendar days
12 from the mailing of their Class Notices to submit their objection to Settlement to the Settlement
13 Administrator. The Settlement Administrator shall email a copy of any such objection to the
14 Parties' counsels and Class Counsel shall lodge a copy of the objection with the Court, or to indicate
15 their decision to opt-out of the class settlement or to dispute the number of Workweeks. To the
16 extent Class Members dispute their employment dates or the number of Workweeks on record,
17 Defendants' records shall presumptively control. The Administrator's determination of each Class
18 Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or
19 otherwise susceptible to challenge. The Administrator shall promptly provide its final
20 determination regarding the challenge to the challenging Class Member.

21 48. Defective Submissions. If a Class Member's Request for Exclusion is defective as
22 to the requirements listed herein, that Class Member will be given an opportunity to cure the
23 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
24 business days of receiving the defective submission to advise the Class Member that his or her
25 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
26 The Class Member will have until the later of (i) Response Deadline or (ii) 15 calendar days from
27 the date of the cure letter, which ever date is later, to email, postmark or fax a revised Request for
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1 Exclusion. If the revised Request for Exclusion is not postmarked or received within that period,
2 it will be deemed untimely.

3 49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
4 class portion of the Settlement (*i.e.*, to not waive individual claims for relief encompassed by the
5 Released Class Claims by Qualified Class Members and not receive a portion of the Net Settlement
6 Amount) must sign and email, facsimile or postmark written Request for Exclusion to the
7 Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that
8 are mailed to the Settlement Administrator, the postmark date will be the exclusive means to
9 determine whether a Request for Exclusion has been timely submitted. Any Class Member who
10 requests to be excluded from the class settlement will not be entitled to any portion of the Net
11 Settlement Amount and will not be bound by the terms of the class settlement or have any right to
12 object, appeal, or comment thereon, although the PAGA settlement and release provisions
13 applicable to the PAGA Period will still apply to each such individual, and each such individual
14 shall be entitled to his or her pro rata share of the Net PAGA Settlement Amount.

15 50. Class Size. The Gross Settlement Amount was calculated based on the
16 understanding that there are approximately 1,671 employees who worked approximately 151,430
17 workweeks during the Class Period.

18 51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
19 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely
20 and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the
21 Released Class Claims by Qualified Class Members and the Released PAGA Claims by PAGA
22 Settlement Group, as well as any Judgment that may be entered by the Court if it grants final
23 approval to the Settlement.

24 52. Objection Procedures. To object to the Settlement Agreement, a Class Member
25 must email, fax or postmark a valid Notice of Objection to the Settlement Administrator on or
26 before the Response Deadline. The Notice of Objection must be signed by the Class Member, and
27 any objection must contain all information required by this Settlement Agreement. At no time will
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any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Order and/or Judgment. Class Counsel will not represent Class Members with respect to any such objections to this Settlement. If a Class Member submits both a valid Request for Exclusion and a Notice of Objection, the Notice of Objection shall be void and the Class Member will be deemed to have opted out of membership as a Qualified Class Member.

53. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

54. Distribution Timing of Settlement Payments. Within 20 calendar days of the Effective Date, the Settlement Administrator will issue payments to: (i) Individual Settlement Payments from the Net Settlement Amount to Qualified Class Members, (ii) the LWDA, (iii) Individual Settlement Payments from the Net PAGA Settlement Amount to PAGA Settlement Group, (iv) Service Awards to Class Representatives, and (v) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

55. Un-cashed Settlement Checks. If funds represented by initial Individual Settlement Payments are returned as undeliverable and/or remain un-cashed for more than 180 calendar days after initial issuance ("Residual Funds") and the sum of the Residual Funds exceeds \$25,000, then the Residual Funds shall be subject to a one-time redistribution on a pro rata basis to Qualified Class Members who cashed their initial Individual Settlement Payments. If the sum of the Residual Funds is less than \$25,000, the Residual Funds will be tendered to San Francisco Court Appointed Special Advocates (www.sfcasa.org).

1 56. Certification of Completion. Upon completion of administration of the Settlement,
2 the Settlement Administrator will provide a written declaration under oath to certify such
3 completion to the Court and counsel for all Parties. The Settlement Administrator will be solely
4 responsible for preparation of the declaration, and the Settlement Administrator's failure to comply
5 with this requirement will not affect the Settlement's validity.

6 57. Treatment of Individual Settlement Payments. The Net Class Amount shall be
7 allocated as: (i) 20% as wages for which IRS Forms W-2 will be issued, and (ii) 80% toward
8 penalties and interest reported as such to each applicable Qualified Class Member on an IRS Form
9 W-2 and IRS Form 1099 MISC as applicable. Each PAGA Settlement Group member's PAGA
10 payment will be allocated as non-wages (for alleged interest and penalties) for which IRS Forms
11 1099-MISC will be issued.

12 58. Administration of Taxes by the Settlement Administrator. The Settlement
13 Administrator will be responsible for issuing to Plaintiffs, Qualified Class Members, PAGA
14 Settlement Group members, and Class Counsel any W-2, 1099, or other tax forms as may be
15 required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator
16 will also be responsible for forwarding all payroll taxes and penalties to the appropriate government
17 authorities.

18 59. Tax Liability. Defendants makes no representation as to the tax treatment or legal
19 effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying on
20 any statement, representation, or calculation by Defendants or by the Settlement Administrator in
21 this regard.

22 60. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section,
23 the "acknowledging party" and each party to this agreement other than the acknowledging party,
24 an "other party") acknowledges and agrees that (1) no provision of this agreement, and no written
25 communication or disclosure between or among the parties or their attorneys and other advisers, is
26 or was intended to be, nor will any such communication or disclosure constitute or be construed or
27 be relied upon as tax advice within the meaning of the United States Treasury Department circular
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230 (31 CFR part 10, as amended), (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this agreement.

61. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

62. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided herein, or (ii) the Settlement does not become final for any other reason, then this Settlement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning. Furthermore, in the event that 3% or more of the Class Members opt-out of the Settlement, or Class Members who represent more than 3% of the aggregate Workweeks opt-out of the Settlement, then Defendants have in their sole discretion the option to nullify the Settlement which shall thereafter be null and void. The amount of the Gross Settlement Amount is deemed a material term and Defendants may revoke the agreement if the Court insists on a change that increases the obligation of Defendants to pay an amount in excess of the Gross Settlement Amount. In the event that Defendants exercise their right to nullify the Settlement, Defendants shall be responsible for any and all costs incurred by the Settlement Administrator to date. Changes requested by the Court to the allocation of funds

1 between PAGA and the remaining class claims, or changes in the amount of attorneys' fees and
2 costs or Service Awards to Class Representatives, or changes to the procedures accompanying the
3 administration of the Settlement will not form the basis for any party in the action to revoke this
4 Settlement.

5 63. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
6 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order
7 for: (i) conditional certification of the Class for settlement purposes only; (ii) preliminary approval
8 of the proposed Settlement Agreement; (iii) setting a date for a Final Approval/Settlement Fairness
9 Hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class
10 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
11 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include
12 the proposed Class Notice, which will include both the proposed Notice of Class Action Settlement
13 Document, attached as **Exhibit A**. Class Counsel will be responsible for drafting all documents
14 necessary to obtain preliminary approval and filing a motion for preliminary approval within 60
15 days of the execution of the Memorandum of Understanding for this Settlement. Class Counsel
16 shall provide Defendants reasonable time (i.e., at least five business days) to review the drafts of
17 all documents necessary to obtain preliminary approval prior to filing. Plaintiffs' failure to comply
18 with the deadline for filing the motion for preliminary approval in the time required by this
19 paragraph will result in a 1% reduction in Class Counsel's Attorneys' Fees for every 15-calendar
20 day period of delay absent further agreement by the Parties.

21 64. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
22 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
23 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
24 determine the Final Approval of the Settlement Agreement along with the amounts properly
25 payable for: (i) Attorneys' Fees and Costs; (ii) the Service Awards; (iii) Individual Settlement
26 Payments; (iv) the LWDA Payment; and (v) all Claims Administration Expenses. The Final
27 Approval/Settlement Fairness Hearing will not be held earlier than 15 calendar days after the
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1 Response Deadline. Class Counsel will be responsible for drafting all documents necessary to
2 obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and
3 costs application to be heard at the final approval hearing, but Defendants' counsel shall be
4 provided reasonable time (*i.e.*, at least five business days) to review and edit the drafts prior to
5 filing.

6 65. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
7 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
8 to the Court for its approval. After entry of the Judgment, the Court will have continuing
9 jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms
10 of the Settlement; (ii) Settlement administration matters; and (iii) such post-Judgment matters as
11 may be appropriate under court rules or as set forth in this Settlement Agreement.

12 66. Release by Plaintiffs. Upon the Effective Date, and subject to Defendants' full
13 payment of the Gross Settlement Amount, in addition to the claims being released by all Qualified
14 Class Members and PAGA Settlement Group, Plaintiffs will release and forever discharge the
15 Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and
16 unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties
17 as of the date of Plaintiffs' execution of this Settlement Agreement, including Plaintiffs' individual
18 PAGA claims. To the extent the foregoing release is a release to which Section 1542 of the
19 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly
20 waive any and all rights and benefits conferred by the provisions of Section 1542 of the California
21 Civil Code or similar provisions of applicable law which are as follows: A general release does not
22 extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
23 favor at the time of executing the release, and that, if known by him or her would have materially
24 affected his or her settlement with the debtor or released party.

25 67. Release by Qualified Class Members. Upon the Effective Date, and subject to
26 Defendants' full payment of the Gross Settlement Amount, Qualified Class Members shall release
27 the Released Parties from all Released Class Claims by Qualified Class Members.

1 68. Release by PAGA Settlement Group. In light of the binding nature of a PAGA
2 judgment on non-party employees pursuant to *Arias v. Superior Court of San Joaquin County*
3 (*Dairy*), 46 Cal.4th 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at
4 *3 (C.D. Cal. Jan. 31, 2011), subject to the occurrence of the Effective Date and Defendants' full
5 payment of the Gross Settlement Amount, all PAGA Settlement Group members, including those
6 who exclude themselves from the Class, shall release the Released Parties from the Released PAGA
7 Claims by PAGA Settlement Group.

8 69. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
9 include the terms set forth in any attached exhibits, which are incorporated by this reference as
10 though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the
11 Settlement.

12 70. Entire Agreement. This Settlement Agreement and any attached exhibits constitute
13 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
14 agreements may be deemed binding on the Parties, and no Party is relying on any representation
15 not contained in agreement.

16 71. Amendment or Modification. No amendment, change, or modification to this
17 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their
18 counsel.

19 72. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
20 and represent they are expressly authorized by Parties whom they represent to negotiate this
21 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
22 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
23 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
24 counsel will cooperate with each other and use their best efforts to effect the implementation of the
25 Settlement. If the Parties are unable to reach agreement on the form or content of any document
26 needed to implement the Settlement, or any supplemental provisions that may become necessary to
27 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
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such disagreement.

73. Binding on Successors and Assigns. This Settlement Agreement will be binding upon and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

74. California Law Governs. All substantive terms of this Settlement Agreement and exhibits hereto will be governed by and interpreted according to the laws of the State of California, except to the extent Federal law applies.

75. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them , including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

76. Acknowledgement the Settlement Is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's length negotiations with the assistance of an experience wage/hour mediator and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

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

78. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may file an appeal or cross-appeal as to any court order that

1 materially alters the Settlement Agreement's terms.

2 79. Class Action Certification for Settlement Purposes Only. The Parties agree to
3 stipulate to class action certification for purposes of the Settlement only. If, for any reason, the
4 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
5 that certification for purposes of the Settlement is not an admission that class action certification is
6 proper under the standards applied to contested certification motions and that this Settlement
7 Agreement will not be admissible in this or any other proceeding as evidence that either (i) a class
8 action should be certified, or (ii) Defendants are liable to Plaintiffs or any Class Member or any
9 other person or entity, other than according to the Settlement's terms.

10 80. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
11 dispute that has arisen between them and to avoid the burden, expense and risk of continued
12 litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that
13 Defendants violated any federal, state, or local law; violated any regulations or guidelines
14 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
15 breached any contract; violated or breached any duty; engaged in any misrepresentation or
16 deception; or engaged in any other unlawful conduct with respect to its employees or anyone else.
17 Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
18 connected with it, will be construed as an admission or concession by Defendants of any such
19 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
20 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will
21 not be offered or received as evidence in any action or proceeding to establish any liability or
22 admission on the part of Defendants or to establish the existence of any condition constituting a
23 violation of, or a non-compliance with, federal, state, local or other applicable law.

24 81. Injunction Against Duplicative Claims. Upon Preliminary Approval of the
25 Settlement Agreement, all Class Members shall be enjoined from filing, joining, or becoming a
26 party, member or representative in any actions, claims, complaints, or proceedings in any state or
27 federal court on an individual, representative, collective or class action basis, or from initiating any
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1 other proceedings, regarding any of the Released Claims by Qualified Class Members defined
2 herein above any related pending actions, claims, complaints, or proceedings in any state or federal
3 court, shall be stayed until the Class Members have had an opportunity to decide to participate,
4 object or file a request for exclusion from this Settlement.

5 82. No Public Comment. Following the filing of the Motion for Preliminary Approval,
6 the Parties understand and agree that there may be media coverage of the Settlement not initiated
7 by Plaintiffs or Defendants, directly or indirectly, as a result of the public filings. Notwithstanding
8 the foregoing, Plaintiffs, Defendants, and their respective counsel agree that no Party shall issue
9 any press release to the news media, nor shall any Party disclose any information regarding this
10 settlement in their marketing materials or firm websites, nor shall any Party communicate in any
11 way with news media concerning the settlement of the Actions. This provision shall not apply to
12 or limit the public filing of motions or other case materials in the Actions or to the LWDA related
13 to seeking and obtaining Court approval of the proposed Settlement Agreement, the fees and costs
14 of Class Counsel, the Service Awards to the Class Representatives, and the other relief set forth in
15 this Settlement Agreement. This provision shall not prohibit Class Counsel from listing the Actions
16 by name in support of motions for appointments as class counsel, certification, attorneys' fees and
17 costs, or the like.

18 83. Encouragement of Class Members. The Parties to this Agreement and the counsel
19 representing such Parties shall not, directly or indirectly, through any person, encourage or solicit
20 any Class Member to exclude himself or herself from this Settlement (opt-out) or to object to it.
21 However, Class Counsel and Defendants may respond to inquiries from Class Members. Class
22 Counsel and Defendants' counsel represent, through their signatures below, that they have not taken
23 any action prior to signing this Agreement that would encourage any Class Member to exclude
24 himself or herself from this Settlement, or to object to it. Class Counsel represents and warrants
25 that at the time of signing this Agreement, it has no clients or prospective clients who are potential
26 plaintiffs with potential or actual causes of action against Defendants.

27 84. Captions. The captions and section numbers in this Settlement Agreement are
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1 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope
2 or intent of the provisions of this Agreement.

3 85. Waiver. No waiver of any condition or covenant contained in this Settlement
4 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
5 to imply or constitute a further waiver by such Party of the same or any other condition, covenant,
6 right or remedy.

7 86. Enforcement of Actions. In the event that one or more of the Parties institutes any
8 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
9 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
10 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
11 and costs, including expert witness fees incurred in connection with any enforcement actions.

12 87. Mutual Preparation. The Parties have had an opportunity to negotiate the terms and
13 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
14 construed more strictly against one party than another merely by virtue of the fact that it may have
15 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
16 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
17 Agreement.

18 88. Representation by Counsel. The Parties acknowledge that they have been
19 represented by counsel throughout all negotiations that preceded the execution of this Settlement
20 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
21 counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
22 Settlement Agreement.

23 89. All Terms Subject to Final Court Approval. All amounts and procedures described
24 in this Settlement Agreement will be subject to final Court approval.

25 90. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
26 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
27 this Settlement Agreement.
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1 91. Submission of Settlement Agreement to LWDA. The Settlement Agreement shall
2 be submitted by Plaintiff to the LWDA within the time limits as prescribed by law.

3 92. Destruction of Confidential Information. Within 30 calendar days of the distribution
4 of all funds and Defendants' explicit request therefor, counsel for Plaintiff shall confirm in writing
5 that all of Defendants' confidential documents and information have been returned or destroyed,
6 including any employee roster and any and all time and/or payroll information that was exchanged
7 informally related to the Class Members.

8 93. Binding Agreement. The Parties warrant that they understand and have full
9 authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
10 will be fully enforceable and binding on all parties and agree that it will be admissible and subject
11 to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
12 provisions that might apply under federal or state law.

13 Dated: July , 2025
14 07 / 30 / 2025



Plaintiff Alfonso Jamaal Ramirez

15 Dated: July , 2025
16 07 / 31 / 2025



Plaintiff Sharon Fennix

17 Dated: July , 2025
18 07 / 30 / 2025



Plaintiff Terri Devereaux

19 Dated: July , 2025
20

HealthRight 360

21
22
23 Dated: July , 2025

By: Nilab Nawabi
Its: Chief People Officer
HealthRight 360 Foundation

By: Vitka Eisen
Its: Chief Executive Officer

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27 **AGREED AS TO FORM:**
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91. Submission of Settlement Agreement to LWDA. The Settlement Agreement shall be submitted by Plaintiff to the LWDA within the time limits as prescribed by law.

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93. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that might apply under federal or state law.

Dated: July , 2025

Plaintiff Alfonso Jamaal Ramirez

Dated: July , 2025

Plaintiff Sharon Fennix

Dated: July , 2025

Plaintiff Terri Devereaux

Dated: July 31 , 2025

HealthRight 360



By: Nilab Nawabi

Its: Chief People Officer

Dated: July 31/2025, 2025

HealthRight 360 Foundation



By: Vitka Eisen

Its: Chief Executive Officer

AGREED AS TO FORM:

1 Dated: July , 2025
2 07 / 30 / 2025

Jose Herrera

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5 Dated: July , 2025

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Attorneys for Defendants HealthRight 360 and
HealthRight 360 Foundation

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1 Dated: July , 2025

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3 Matthew Haulk
4 Jose Herrera
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6 Attorneys for Plaintiffs Alfonso Jamaal
7 Ramirez, Sharon Fennix, and Terri Devereaux

8 Dated: July , 2025

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