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11 all others similarly situated

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

MONICA RANGER, individually and on
behalf of all those similarly situated,

Plaintiff,

vs.

SHARED IMAGING, a Limited Liability
Company and DOES 1 THROUGH 100,
inclusive,

Defendants.

Case No. 2:20-cv-00401-KJN

CLASS ACTION

**FIRST AMENDED JOINT STIPULATION
OF CLASS ACTION SETTLEMENT**

Exh A: Notice of Class Action Settlement
Exh B: Change of Address Form
Exh C: Proposed Preliminary Approval
Order

Complaint Filed: January 20, 2020
FAC Filed: April 23, 2020
SAC Filed: March 30, 2021

Trial date: Not set

JOINT STIPULATION OF
CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement Agreement”) is made and entered into by and between MONICA RANGER (“Monica” or “Plaintiff”) on the one hand, individually and on behalf of all others similarly situated, and SHARED IMAGING, L.L.C. (“Defendant”), on the other hand, (collectively, the “Parties”), who are subject to the terms and conditions below, and to the Court’s approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties will be returned to their respective positions immediately prior to and as if they had never executed this Settlement Agreement as more fully set forth below.

DEFINITIONS

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

1. “Action” means the civil action pending in the United States District Court for the Eastern District of California, titled *Ranger v. Shared Imaging, LLC*, CAED Case No. 2:20-cv-00401-KJM-KJN.

2. “Class Counsel” means Clayeo C. Arnold, a Professional Law Corporation.

3. “Class Counsel Fees and Costs” means Class Counsels’ attorneys’ fees, and litigation costs and expenses approved by the Court for prosecution and resolution of the Action, and all costs incurred and to be incurred in the Action, including, but not limited to, costs associated with documenting the Settlement, securing the Court’s approval of the Settlement, obtaining entry of the Judgment terminating the Action, and expenses for any experts. Class Counsel will jointly request attorneys’ fees not to exceed one third (1/3) of the Gross Settlement Amount, up to \$256,000.00, and litigation costs and expenses not to exceed \$20,000. Defendant has agreed not to oppose this request for Class Counsel Fees and Costs. Any portion of the Class Counsel Fees and Costs not awarded will remain with the Gross

1 Settlement Amount to be distributed pursuant to the terms of this Agreement.

2 4. "Class Data List" means a complete list of all Class Members (Class Members
3 are comprised exclusively of Members of the Assistant Subclass and the Technologist
4 Subclass) that Defendant will diligently and in good faith compile from their records and
5 provide to the Settlement Administrator after the Court's entry of an Order Granting
6 Preliminary Approval of this Settlement. The Class Data List will be formatted in Microsoft
7 Office Excel and be ready to be used by the Administrator. The Class Data List will include, to
8 the extent available to Defendant, for each Class Member: full name; most recent mailing
9 address and telephone number; email address; social security number; dates of employment,
10 number of individual Work Weeks worked during the Class Period, and number of Pay Periods
11 worked during the PAGA Period. Defendant agrees to work with the Settlement Administrator
12 to provide any other relevant information needed to locate and update mailing addresses for
13 Class Members.

14 5. "Class Member(s)" or "Settlement Class" means all current and former hourly
15 non-exempt nuclear medicine technologists and assistants to nuclear medicine technologists
16 employed by Defendant in California at any time during the Class Period (the "Class" or
17 "Settlement Class"). There are an estimated 82 Class Members who worked approximately
18 6,485 Work Weeks during the Class Period. The Settlement Class is comprised of the two
19 subclasses, which are a) non-exempt nuclear medicine technologists employed by Defendant in
20 California at any time during the Class Period ("The Technologist Subclass") and b) assistants
21 to nuclear medicine technologists employed by Defendant in California at any time during the
22 Class Period ("The Assistant Subclass.")

23 6. "Class Period" means the period from January 20, 2016 through the earliest of
24 January 22, 2022 (i.e., 120-days after the Parties endorsed the Memorandum of Understanding
25 on September 24, 2021), or the Court's entry of an Order Granting Preliminary Approval of
26 this Settlement.

27 7. "Class Representative Service Payment" means the amount to be paid from the
28 Gross Settlement Amount to each named Plaintiff in exchange for a general release and in

1 recognition of each of their efforts, risks and burdens in prosecuting the Action on behalf of
2 Class Members, and for the benefits obtained for them. Plaintiff will request, and Defendant
3 will not oppose, Plaintiff's application to the Court for Service Payments of up to \$10,000 to
4 Plaintiff Monica Ranger. Any portion of the Class Representative Service Payment not
5 awarded to Plaintiff will remain with the Gross Settlement Amount for distribution pursuant to
6 the terms of the Settlement.

7 8. "Court" means the United States District Court for the Eastern District of
8 California or any other court taking jurisdiction of the Action.

9 9. "Effective Date" means the date when the Final Approval Order becomes final.
10 For purposes of this Paragraph, the Final Approval Order "becomes final" upon the last to
11 occur of the following: (a) if there are no objections to the Settlement, the date the Court enters
12 an order granting final approval of the Settlement; or (b) if there are objections to the
13 Settlement, and if an appeal, review, or writ is not sought from the Final Approval Order, the
14 day after the time period to appeal the Settlement has expired.

15 10. "Gross Settlement Amount" means the maximum settlement amount of
16 \$768,000.00 to be paid by Defendant in full satisfaction of all claims arising from the Action,
17 which include all Individual Settlement Payments to Participating Class Members, the Class
18 Representative Service Payments to the named Plaintiff, Settlement Administration Expenses
19 to the Settlement Administrator, PAGA Payment to the Labor Workforce Development Agency
20 ("LWDA"), and Class Counsels' Attorneys' Fees and Costs. Defendant will not be liable for
21 payment of any amounts other than the Gross Settlement Amount in settlement of the Action,
22 **except for** the employer-sided payroll taxes on that portion of the Individual Settlement
23 Payments attributed to wages, which Defendant will pay in addition to the Gross Settlement
24 Amount.

25 11. "Individual Settlement Payment" means the proportionate share of the Net
26 Settlement Amount to be distributed to each Participating Class Member based on the number
27 of Work Weeks worked during the Class Period in relation to the number of Work Weeks
28 worked by all Participating Class Members during the Class Period, as described in adequate

1 detail in paragraphs 33 and 34 below. The Individual Settlement Payment will include a
2 proportionate share of the PAGA Payment allocated to the Aggrieved Employees based on the
3 number of Pay Periods worked during the PAGA Period.

4 12. "Net Settlement Amount" means the sum remaining following Court-approved
5 deductions from the Gross Settlement Amount for Class Counsel Fees and Costs, Class
6 Representative Service Payments, PAGA Payment and Settlement Administration Expenses.

7 13. "Notice of Class Action Settlement" or "Class Notice", refers to the Notice of
8 Class Action Settlement, in a form substantially similar to Exhibit "A", attached to this
9 Agreement. The Class Notice provides information regarding (1) the nature of the Action, and
10 the claims alleged; (2) a summary of the Settlement's principal terms, (3) the Class definition,
11 (4) individualized information regarding the number of Work Weeks worked during the Class
12 Period, and the number of Pay Periods worked during the PAGA Period; (5) the formula for
13 calculating Individual Settlement Payments and the estimated amount of the recipient's
14 Individual Settlement Payment, (6) instructions on how to submit a timely and valid Request
15 for Exclusion or Objection and the deadlines to do so, (7) instructions on how to dispute the
16 information on which the recipient's Individual Settlement Payment will be calculated, and the
17 deadline to do so, (8) the claims to be released; and (9) how to get additional information, as
18 well as other relevant information.

19 14. "Notice of Objection" or "Objection" means a Class Member's valid and timely
20 written objection as to any term of the Settlement Agreement returned to the Administrator.

21 15. "Notice Packet" means the Notice of Class Action Settlement, Change of
22 Address form, attached here within Exhibit A, and pre-printed return envelope to be mailed to
23 all Class Members following Preliminary Approval of this Settlement pursuant to the terms of
24 this Agreement.

25 16. "PAGA Members" are defined as those Class Members employed by Defendant
26 in California any time during the PAGA Period, defined as from January 20, 2019 through the
27 date of Preliminary Approval of this Settlement. Defendant represents that as of the date of this
28 Settlement, there are an estimated 82 PAGA Members who worked approximately 2,970 Pay

1 Periods during the PAGA Period.

2 17. "PAGA Payment" is the amount allocated as civil penalties recoverable under
3 the Private Attorneys General Act of 2004 Labor Code §2699, ("PAGA") for Labor Code
4 violations. From the Gross Settlement Amount, \$32,000 has been allocated as the PAGA
5 Payment. Pursuant to the PAGA, Labor Code § 2699(i), 75% of the PAGA Payment, \$24,000,
6 will be paid to the California Labor and Workforce Development Agency ("LWDA"), and the
7 remaining 25%, \$8,000, will be distributed on a proportional basis to the PAGA Members
8 according to the number of Pay Periods each worked during the PAGA Period. The formula for
9 calculating a PAGA Member's PAGA Payment will thus be as follows: $\$8,000 \times (\text{number of}$
10 $\text{Pay Periods worked by the particular PAGA Member} / \text{number of Pay Periods worked by all}$
11 $\text{PAGA Members.})$

12 18. "Participating Class Members" means all Class Members who do not return to
13 the Administrator a valid and timely Request for Exclusion.

14 19. "Preliminary Approval" means the Court Order Granting Preliminary Approval
15 of this Settlement Agreement, in a form substantially similar to Exhibit "B".

16 20. "Released Claims" means all claims and/or causes of action arising from or
17 related to the Lawsuit under any federal, state, or local law, regulation, wage order, or
18 administrative order that were raised in the Lawsuit and that could have been raised in the
19 Lawsuit based on the allegations therein, and which arise out of or directly or indirectly relate
20 to such allegations, whether known or unknown, including but not limited to the alleged failure
21 to properly classify Class Members, failure to pay wages, including minimum and overtime
22 wages, failure to reimburse for expenses, failure to provide compliant meal and rest breaks,
23 failure to pay meal and rest period premiums/penalties, failure to timely pay all earned wages
24 during and at the completion of employment, and failure to furnish complete and accurate
25 itemized wage statements. Participating Class Members' Released Claims include claims for
26 restitution and other equitable relief under Business and Professions Code sections 17200, et
27 seq., conversion, restitution of any nature that arise from the factual predicates alleged or could
28 have been alleged in the Lawsuits, statutory penalties, civil penalties, interest, liquidated

1 damages, reasonable attorney's fees and costs, and any other claims that are raised or could
2 have been raised in the Lawsuits through the earliest of January 22, 2022 (i.e., 120-days from
3 the Parties' endorsement of the Memorandum of Understanding on September 24, 2021) or the
4 date of the Court's entry of an Order Granting Preliminary Approval of this Settlement.
5 Explicitly excluded from the released claims are any claim which may arise or may have arisen
6 at any time in favor of Plaintiff Monica Ranger and against Defendant for unlawful retaliation
7 or unlawful discrimination, including any claim pursuant to California Labor Code §§ 98.6 and
8 98.7 and related law.

9 21. "Released Parties" means each Defendant and each of their current and former
10 and present parents, subsidiaries and affiliated companies and entities and their current, former
11 and future officers, directors, members, managers, employees, consultants, partners, parents,
12 affiliates, subsidiaries, shareholders, attorneys, insurers, representatives, joint venturers and
13 agents, any predecessors, successors, assigns, or legal representatives and any individual or
14 entity who or which could be jointly liable with Defendant and all persons or entities acting by,
15 through under or in concert with any of them.

16 22. "Request for Exclusion" means a letter submitted by a Class Member to the
17 Administrator indicating a request to be excluded from the Settlement. The Request for
18 Exclusion must: (a) set forth the name, address, telephone number and last four digits of the
19 Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class
20 Member; (c) be returned by mail postmarked or fax stamped on or before the Response
21 Deadline; and (d) clearly state that the Class Member does not wish to be included in the
22 Settlement as more fully set forth in the Class Notice, and understands that by requesting
23 exclusion, they will not receive an Individual Settlement Payment. The date of the fax-stamp
24 or postmark will be the exclusive means to determine whether a Request for Exclusion has
25 been timely submitted.

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27 23. "Response Deadline" means the deadline by which Class Members must
28 postmark or fax-stamp Requests for Exclusion, and Notices of Objections. The Response

1 Deadline will be forty-five (45) calendar days from the initial mailing of the Notice Packet by
2 the Settlement Administrator, unless the 45th day falls on a Sunday or Federal holiday, in
3 which case the Response Deadline will be extended to the next day on which the U.S. Postal
4 Service is open. The Response Deadline for Requests for Exclusion will be extended fifteen
5 (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement
6 Administrator in accordance with the procedure described in Paragraph 40 of this Settlement
7 Agreement, unless the 15th day falls on a Sunday or Federal holiday, in which case the
8 Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
9 The Response Deadline may also be extended by express agreement between Class Counsel
10 and Defendant.

11 24. "Settlement Administration Expenses" means the costs payable to the
12 Settlement Administrator for administering this Settlement pursuant to its terms. Settlement
13 Administration expenses are not to exceed \$15,000. Duties and responsibilities of the
14 Settlement Administrator include, but are not limited to, establishing a post office box, toll-free
15 phone number, and toll-free facsimile number for the return of Class Member communications,
16 formatting, printing, distributing (including with appropriate postage) Notice Packets to Class
17 Members, and tracking undelivered Notice Packets, conducting a National Change of Address
18 search of the U.S. Post Office database to update Class Member addresses prior to the initial
19 mailing of the Notice Packets, skip tracing Notice Packets returned as undeliverable using the
20 Class Member's social security number; providing weekly status reports; calculating estimated
21 Individual Settlement Payments and inserting such amount in the individualized Notices of
22 Class Action Settlement. Subject to final Court approval and the Effective Date of settlement,
23 the Administrator will also be responsible for establishing and administering a qualified
24 settlement fund account, issuing IRS Forms 1099 and W-2, tax reporting, distributing the
25 Individual Settlement Payments, PAGA Payment, Class Representative Service Payments, and
26 Class Counsel Fees and Costs, and providing necessary certification of completion of notice,
27 reports and declarations, and other responsibilities set forth in this Settlement Agreement and as
28 requested by the Parties, and the Court.

25. “Settlement Administrator” or “Administrator” means ILYM, CPT Group, Inc., or any other reputable third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Parties will seek agreement from the Settlement Administrator to defend, indemnify, and hold the Parties harmless for any disclosure, breach of privacy or security of Class Member data under Settlement Administrator’s control, possession, or management.

26. “Work Weeks” are defined as any week in which a Class Member worked for Defendant at least one (1) shift during any seven consecutive days, starting with the same calendar day each week.

TERMS OF AGREEMENT

Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows, for purposes of settlement only:

27. The Parties agree to a Gross Settlement Amount, subject to Escalation as described in the following paragraph, of \$768,000.00 with the intent of releasing Class claims through the earlier of the date of Preliminary Approval of the Settlement or January 22, 2022 (i.e., 120 days from the Parties’ endorsement of the Memorandum of Understanding on September 24, 2021).

28. If the number of Work Weeks worked by Class Members during the Class Period is more than ten percent (10%) greater than the figure stated above in Paragraph 5 (i.e., if there are 7,134 or more Work Weeks worked by Class Members), Defendant agrees to increase the Settlement Amount on a proportional basis (e.g., if there was a 12% increase in the number of Work Weeks worked by settlement Class Members, Defendant would agree to increase the settlement amount by 2%, which would amount to a \$15,360 increase as 2% of the Gross Settlement Amount of \$768,000.00 is \$15,360.00).

29. Funds for the PAGA Payment described in Paragraph 17 above will come out of the Gross Settlement Amount, subject to Court approval.

30. Impact of Any Court Determination Not to Enter Final Approval Order or Rescission by Defendant. In the event that the Court does not enter a Final Approval Order, or Defendant elects to rescind the Settlement Agreement as set forth below, and this Settlement Agreement does not become effective, the status of each of the respective Parties will be deemed to return to their status at the time immediately prior to the filing of the Notice of Settlement and as if the Parties had never executed this Settlement Agreement

31. Funding of the Gross Settlement Amount. Within ten (10) business days of the Effective Date, Defendant shall transmit the Gross Settlement Amount, (\$768,000.00) to the Settlement Administrator who will establish a qualified settlement account for distribution of the Court-ordered payments pursuant to the terms of this Agreement. The administrator will distribute funds as allocated by the final order and judgment approving the settlement within 15 days after receipt of the total Gross Settlement Amount.

32. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for Class Counsel Fees in an amount of up to one third of the Gross Settlement Amount, not to exceed \$256,000.00, plus the reimbursement of costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed \$20,000.

33. Net Settlement Amount. Following deduction of all Court-approved payments from the Gross Settlement Amount, the Net Settlement Amount will be distributed entirely on a proportional basis to Participating Class Members ("Individual Settlement Payment"). Participating Class Members are entitled to 100% of the Net Settlement Amount. 30% of the Net Settlement Amount will be allocated to participating members of the Assistant Subclass. 70% of the Net Settlement Amount will be allocated to participating members of the Technologist Subclass. Defendant maintains no reversionary right to any portion of the Net Settlement Amount.

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34. Individual Settlement Payment Calculations. Each Participating Member will receive an Individual Settlement Payment comprised of the following:

- 1 a. A pro-rata share of that portion of the Net Settlement Amount allocated
2 either to the Assistant Subclass or Technologist Subclass, as specified in
3 Paragraph 33 hereinabove, calculated by multiplying the number of
4 Work Weeks worked by the Participating Member to the aggregate
5 number of Work Weeks worked by all Participating Members during the
6 Class Period by the Net Settlement Amount allocated to the Subclass
7 specified in Paragraph 33 hereinabove; and
- 8 b. If the Participating Member is also a PAGA Member, a PAGA Payment
9 calculated in the manner described in Paragraph 17 hereinabove.

10 In this manner, an Individual Settlement Payment for a Member of each Subclass shall
11 be calculated as follows: (Total Work Weeks worked by Jane Doe / Total Class Work Weeks) x
12 Net Settlement Amount + PAGA Payment, calculated in the manner described in Paragraph 17
13 hereinabove, if the Member of the Subclass is also a PAGA Member.

14 The Parties agree that the formula for allocating the Individual Settlement Payments to
15 Participating Class Members is reasonable and designed to provide a fair distribution based on
16 tenure of employment with Defendant. The Individual Settlement Payments will be reduced by
17 withholding and taxes as set forth in this Settlement Agreement.

18 34. Treatment of Individual Settlement Payments. Individual Settlement Payments
19 will be allocated as follows: 20% for the settlement of wage claims and subject to withholdings
20 and taxes and issuance of an IRS W-2 Form; and 80% to the settlement of claims as nontaxable
21 statutory penalties and/or interest under the California Labor Code, for which IRS Forms 1099
22 will be issued by the Settlement Administrator.

23 35. No Credit towards Benefit Plans/No Derivative Penalties. The Individual
24 Settlement Payments made under this Agreement, as well as any other payments made pursuant
25 to this Settlement Agreement, will not be utilized to calculate any additional benefits under any
26 benefit plans to which any Class Members may be eligible, including, but not limited to:
27 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
28 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this

Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans. The payment of Individual Settlement Payments shall not trigger any derivative penalties or required payments by Defendant to PAGA Members in any way.

36. Released Claims. Upon the Effective Date, and except as to such rights of claims as may be created by this Settlement, Plaintiff and each Participating Class Member who has not returned to the Administrator a valid and timely Request for Exclusion, shall fully release and discharge Defendant and Released Parties from the Released Claims. Further, the Court's approval of this settlement shall operate as an adjudication on the merits of all claims for civil penalties that any PAGA Member could have asserted under the Private Attorneys General Act of 2004 Labor Code §2699 for acts or omissions occurring in the PAGA Period that were or could have been asserted within the factual allegations of the operative complaint in this matter.

37. Settlement 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.

DISTRIBUTION OF THE CLASS NOTICE

38. Delivery of the Class Data List. Within thirty (30) days of Preliminary Approval, Defendant will provide the Class Data List to the Settlement Administrator.

39. Confirmation of Contact Information in the Class Data List. Prior to mailing the Notice of Class Action Settlement, Change of Address form, and pre-printed return envelope ("Notice Packet"), the Administrator will perform a search of the National Change of Address Database to update and correct for any known or identifiable address changes. All Notice Packets returned to the Administrator as undeliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address, and the Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the 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

1 Class Member involved, and will then perform a single re-mailing. Those Class Members who
2 receive a re-mailed Notice Packet will have between the latter of (i) an additional fifteen
3 calendar (15) days or (ii) the Response Deadline to fax or postmark a Request for Exclusion or
4 to serve an Objection to the Settlement. If it is determined the undelivered Notice Packet is
5 associated with a currently employed Class Member, Defendant shall immediately take steps to
6 obtain an updated address and provide it to the Administrator for remailing of the Notice
7 Packet. Upon completion of these steps, Defendant and the Administrator will be deemed to
8 have satisfied their obligation to provide the Notice Packet to the affected Class Member. The
9 affected Class Member will nonetheless remain a member of the Class and will be bound by all
10 the terms of the Settlement and the Court's Final Approval Order and Judgment based thereon.

11 40. Notice Packets by First-Class U.S. Mail. Within ten (10) business days after
12 receiving the Class Data List from Defendant, the Administrator will mail a Notice Packet to
13 each Class Member via regular First-Class U.S. Mail.

14 41. Disputed Information. Any disputes regarding a Class Member's date of
15 employment, or the number of Work Weeks worked will be resolved and decided by the
16 Settlement Administrator based on Defendant's records which, for purposes of this Settlement
17 only, will be presumptively determinative, subject to rebuttal by competent evidence, in any
18 dispute over entitlement to payment, or over membership in the Class. Each Class Member's
19 dates of employment, number of Work Weeks worked during the Class Period, and number of
20 Pay Periods worked during the PAGA Period will be stated in the Class Member's
21 individualized Notice of Class Action Settlement. See, Exhibit "A". Any Class Member who
22 disputes the individualized data must notify the Settlement Administrator of the dispute in
23 writing postmarked or fax-stamped by the Response Deadline and submit all evidence relating
24 to the dispute to the Settlement Administrator at such time. If there is a dispute, the
25 Administrator will within seven (7) days after receipt of the dispute, but no later than ten (10)
26 days after the Response Deadline, make a determination based on the information provided by
27 the Class Member and the information provided by Defendant to the Settlement Administrator.
28 The Administrator may consult with Counsel for the Parties in reaching this determination. The

1 Settlement Administrator will give written notice to the Class Member and counsel for the
2 Parties of its determination once the determination has been reached.

3 42. Defective Submissions. If a Class Member's Request for Exclusion is defective
4 as to the requirements listed in this Settlement Agreement and as set forth in the Class Notice,
5 that Class Member will be given an opportunity to cure the defect(s). The Settlement
6 Administrator will mail the Class Member a request to cure letter within three (3) business days
7 of receiving the defective submission to advise the Class Member that his or her submission is
8 defective and that the defect must be cured to render the Request for Exclusion valid. The
9 Class Member will have until the later of (i) Response Deadline or (ii) fifteen (15) calendar
10 days from the date of the cure letter to fax stamp or postmark a cured Request for Exclusion.

11 43. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
12 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a
13 timely and valid Request for Exclusion will be bound by all of its terms, including those
14 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if
15 it grants final approval to the Settlement.

16 44. Objections to the Settlement. To object to the Settlement, a Class Member must
17 return a valid and timely objection or Notice of Objection to the Administrator on or before the
18 Response Deadline. For the objection to be valid and timely, it must include: (i) the objector's
19 full name, address, and telephone number; (ii) a statement of all grounds for the objection (iii) a
20 statement whether the objector intends to appear at the Final Approval hearing; and (iv) and be
21 signed by the Class Member. It must also be returned to the Administrator postmarked or fax-
22 stamped on or before the Response Deadline. The Parties will be permitted to respond in
23 writing to such objections within the time period set by the Court. Class Members who do not
24 file a timely written objection and notice of intention to appear at the Final Approval hearing
25 will be deemed to have waived any and all objections and be foreclosed from making any
26 objections, whether as to any term of the Settlement, whether by appeal or otherwise, to the
27 Agreement. Class Members who file and serve timely Notices of Objection will have a right to
28 appear at the Final Approval Hearing to have their objections heard by the Court. At no time

1 will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
2 submit written objections to the Settlement Agreement or appeal from the Final Approval
3 Order and Judgment. Class Counsel will not represent any Class Members with respect to any
4 such objections to this Settlement.

5 45. Certification Reports by Settlement Administrator Regarding Individual
6 Settlement Payment Calculations. The Settlement Administrator will provide Defendant's
7 counsel and Class Counsel a weekly report which provides, among other things: (i) the number
8 of Class Members who submit Requests for Exclusion; (ii) the number of deficient Requests for
9 Exclusion; (iii) the number of Class Members who return Objections or Notices of Objections;
10 (iv) communications with individuals seeking to be added to the Class; and (iv) the number of
11 challenges returned by Class Members to the information contained in their Class Notice.
12 Additionally, the Settlement Administrator will be asked to provide its declaration regarding
13 administration of the Settlement to be filed with the Motion for Order Granting Final Approval
14 of the Settlement and Entering Judgment.

15 46. Timing of Distribution of Individual Settlement Payments. Within fifteen (15)
16 days of receipt of the total Gross Settlement Amount and the employer-sided taxes, the
17 Settlement Administrator will issue payments as approved by the Court, i.e., (1) Individual
18 Settlement Payments to Participating Class Members; (2) Class Representative Service
19 Payments to Plaintiffs; (3) PAGA Payment to the LWDA, (4) Attorneys' Fees and Litigation
20 Costs to Class Counsel and (5) the Settlement Administration Expenses to the Settlement
21 Administrator.

22 47. Uncashed or Undeliverable Settlement Checks. After 30 days of issuance of
23 Individual Settlement Payment checks to Participating Class Members, the Administrator will
24 mail a reminder postcard to all members of the Class who have yet to cash their Settlement
25 Payment checks, and advise that all checks will be voided after 180 calendars if not cashed by
26 that date, and that funds will be forwarded to the Parties' *cy pres* beneficiary, California Rural
27 Legal Assistance, after 180 days for further handling on behalf of the Class Member whose
28 check was voided. Upon completion of administration of the Settlement, the Settlement

1 Administrator will provide a written declaration under oath certifying such completion to the
2 Parties for filing with the Court.

3 48. Administration of Taxes by the Settlement Administrator. The Settlement
4 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and
5 Class Counsel the designated IRS Forms W-2 and 1099, as may be required by law for all
6 amounts paid pursuant to this Agreement. The Settlement Administrator will also be
7 responsible for forwarding all payroll taxes and other legally required withholdings to the
8 appropriate government authorities.

9 49. Tax Liability. Defendant makes no representation as to the tax treatment or
10 legal effect of the payments called for in this Settlement Agreement, and Plaintiffs are not
11 relying on any statement, representation, or calculation by Defendant or by the Settlement
12 Administrator in this regard. Plaintiffs understand and agree that except for Defendant's
13 payment of the employer's portion of any payroll taxes, Plaintiffs and Participating Class
14 Members will be solely responsible for the payment of any taxes and penalties assessed on the
15 Individual Settlement Payments. The Notice of Class Action Settlement will inform
16 Participating Class Members that they will be solely responsible for the payment of any taxes
17 and penalties assessed on the Individual Settlement Payments.

18 50. Defendant's Responsibility for Employer Taxes: For the portion of the
19 Individual Settlement Payments designated as "wages" for purposes of tax reporting, Defendant
20 will separately pay the employer-sided contribution of all federal, state, and local taxes
21 (including, but not limited to, FICA, FUTA, and SDI). The employer-sided contributions will
22 not be paid or deducted from the Gross Settlement Amount.

23 51. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
24 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
25 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
26 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
27 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
28 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR

1 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
2 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
3 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
4 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
5 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
6 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
7 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
8 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
9 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
10 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
11 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
12 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
13 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
14 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
15 ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
16 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
17 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
18 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

19 52. No Prior Assignments. The Parties and their counsel represent, covenant, and
20 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
21 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
22 demand, action, cause of action or right released and discharged in this Settlement Agreement.

23 53. Release of Claims by Class Members and PAGA Members. Upon the Effective
24 Date, all Class Members who do not timely submit a valid Request for Exclusion, do and will
25 be deemed to have fully, finally and forever released, settled, compromised, relinquished and
26 discharged any and all of the Released Parties of and from any and all Released Claims
27 accruing during the Class Period. In addition, on the Effective Date, all Class Members who do
28 not timely submit a valid Request for Exclusion and all successors in interest will be

1 permanently enjoined and forever barred from prosecuting any and all Released Claims against
2 the Released Parties.

3 54. Nullification of Settlement Agreement. In the event that: (i) the Court does not
4 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement
5 does not become final for any other reason, then this Settlement Agreement and any documents
6 generated to bring it into effect will be null and void. Any order or judgment entered by the
7 Court in furtherance of this Settlement Agreement (that is not approved) will likewise be
8 treated as void from the beginning.

9 55. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court
10 to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
11 Approval Order substantially similar to Exhibit “B” attached hereto, which seeks conditional
12 certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of
13 the proposed Settlement Agreement, (iii) approval of the Notice of Class Action Settlement;
14 and (iv) sets a date for a Final Approval Hearing.

15 56. Final Approval Hearing, Order Granting Final Approval and Entering Judgment.
16 Upon expiration of the deadline to fax stamp or postmark Requests for Exclusion, or Notices of
17 Objection, and with the Court’s permission, a Final Approval Hearing will be conducted to
18 determine whether the Settlement Agreement should be granted final approval, and to consider
19 any approval requests for payment of (i) the Class Counsel Fees and Costs; (ii) the Class
20 Representative Service Payment; (iii) the PAGA Payment, and (iv) the Settlement
21 Administration Expenses. The Final Approval Hearing will not be held earlier than forty five
22 (45) days after the Response Deadline. Class Counsel will be responsible for drafting all
23 documents necessary to obtain final approval. Class Counsel will also be responsible for
24 drafting the attorneys’ fees and costs application to be heard at the Final Approval Hearing.

25 57. Judgment and Continued Jurisdiction. Upon the grant of Final Approval of the
26 Settlement by the Court the Parties will present a proposed Order Granting Final Approval of
27 Class and Representative Action and Entering Judgment thereon in a form substantially similar
28 to Exhibit “C”. After entry of the Judgment, the Court will have continuing jurisdiction solely

1 for purposes of addressing: (i) the interpretation and enforcement of the terms of the

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3 Settlement, (ii) Settlement administration matters, and (iii) such post- Judgment matters as may
4 be appropriate under court rules or as set forth in this Agreement.

5 58. Exhibits Incorporated by Reference. The terms of this Agreement include the
6 terms set forth in Exhibits A through C, which are incorporated by this reference as though
7 fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an integral
8 part of the Settlement.

9 59. Confidentiality Agreement. The Parties and their counsel agree that none of
10 them will issue any marketing materials, press release, social media post, internet or website
11 announcement, or otherwise initiate any contact with the press, respond to any press inquiry or
12 have any communication with the press regarding the Settlement or the terms of this settlement.
13 Class Counsel will not communicate with other wage-hour plaintiffs' counsel about this
14 Settlement, nor utilize it in any way in their marketing or advertising materials or website prior
15 to Preliminary Approval.

16 60. Entire Agreement. This Settlement Agreement and its Exhibits constitute the
17 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
18 agreements may be deemed binding on the Parties. The Parties expressly recognize California
19 Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which
20 provide that a written agreement is to be construed according to its terms and may not be varied
21 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
22 representations or terms will modify, vary or contradict the terms of this Agreement.

23 61. Amendment or Modification. This Settlement Agreement may be amended or
24 modified only by a written instrument mutually signed by counsel for the Parties or their
25 successors-in-interest.

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

1 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
2 execute any other documents required to effectuate the terms of this Settlement Agreement.
3 The Parties and their counsel will cooperate with each other and use their best efforts to
4 effectuate the implementation of the Settlement. The signatories to the Settlement Agreement
5 affirm they have the authority, and are authorized, to enter the Agreement and bind the
6 Defendant. If the Parties are unable to reach agreement on the form or content of any document
7 needed to implement the Settlement, or on any supplemental provisions that may become
8 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the
9 Court to resolve such disagreement.

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

13 64. Execution and Counterparts. This Settlement Agreement is subject only to the
14 execution of all Parties. However, the Agreement may be executed in one or more
15 counterparts. All executed counterparts and each of them, including facsimile and scanned
16 copies of the signature page, will be deemed to be one and the same instrument provided that
17 counsel for the Parties will exchange among themselves original signed counterparts.

18 65. Acknowledgement that the Settlement Is Fair and Reasonable. The Parties
19 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action
20 and have arrived at this Settlement after arm's-length negotiations and in the context of
21 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
22 further acknowledge that they are each represented by competent counsel and that they have
23 had an opportunity to consult with their counsel regarding the fairness and reasonableness of
24 this Agreement.

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

67. No Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically deny, that they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its current or former employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

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

69. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

70. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party will be entitled to recover from the non-prevailing Party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

1 71. Mutual Preparation. The Parties have had a full opportunity to negotiate the
2 terms and conditions of this Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one party than another merely by virtue of the fact that it may
4 have been prepared by counsel for one of the Parties, it being recognized that, because of the
5 arms'-length negotiations between the Parties, all Parties have contributed to the preparation of
6 this Agreement.

7 72. Representation by Counsel. The Parties acknowledge that they have been
8 represented by counsel throughout all negotiations that preceded the execution of this
9 Agreement, and that this Agreement has been executed with the consent and advice of counsel.
10 Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
11 Settlement Agreement.

12 73. All Terms Subject to Final Court Approval. All amounts and procedures
13 described in this Settlement Agreement will be subject to final Court approval.

14 74. Cooperation and Execution of Necessary Documents. All Parties will cooperate
15 in good faith and execute all documents to the extent reasonably necessary to effectuate the
16 terms of this Settlement Agreement.

17 75. Binding Agreement. The Parties warrant that they understand and have full
18 authority to enter into this Agreement, and further intend that this Agreement will be fully
19 enforceable pursuant to Code of Civil Procedure § 664.6 and binding on all Parties, and agree
20 that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
21 notwithstanding any mediation confidentiality provisions that otherwise might apply under
22 federal or state law.

23 76. Plaintiff Notice: Plaintiff's counsel shall give timely notice of the settlement
24 and the preliminary approval motion and hearing dates for the settlement to the LWDA as
25 required by law.

26 **APPROVAL AND EXECUTION BY PARTIES:**

27 Dated: 05 / 30 / 2023

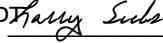
Monica Ranger

Plaintiff, Monica Ranger

SHARED IMAGING, LLC

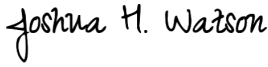
DocuSigned by:

Dated: May 31, 2023 | 1:24 PM PDT


 Larry Siebs, CEO
APPROVED AS TO FORM:

CLAYEO C. ARNOLD, A PROFESSIONAL CORPORATION

Dated: 05 / 30 / 2023



 Clayeo C. Arnold
 Joshua H. Watson

GORDON REES SCULLY MANSUKHANI, LLP

DocuSigned by:

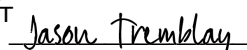
Dated: May 31, 2023 | 1:58 PM PDT


 Linda M. Moroney
 Natalie B. Fujikawa

SAUL EWING ARNSTEIN & LEHR LLP

DocuSigned by:

Dated: May 31, 2023 | 2:25 PM CST


 E. Jason Tremblay