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13 **UNITED STATES DISTRICT COURT**
14 **EASTERN DISTRICT OF CALIFORNIA**

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

17 Plaintiff,

18 vs.

19 **SHARED IMAGING**, a Limited Liability
20 Company and **DOES 1 THROUGH 100**,
21 inclusive,

22 Defendants.

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

CLASS ACTION

**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 Clayco C. Arnold, a Professional Law Corporation, and the Darren Guez Law Firm.

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 \$266,666.67, and litigation costs and expenses not to exceed \$20,000. Defendant has agreed not to oppose this request for Class Counsel Fees and Costs.

1 Any portion of the Class Counsel Fees and Costs not awarded will remain with the Gross
2 Settlement Amount to be distributed pursuant to the terms of this Agreement.

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

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

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

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1 7. “Class Representative Service Payment” means the amount to be paid from the
2 Gross Settlement Amount to each named Plaintiff in exchange for a general release and in
3 recognition of each of their efforts, risks and burdens in prosecuting the Action on behalf of
4 Class Members, and for the benefits obtained for them. Plaintiff will request, and Defendant
5 will not oppose, Plaintiff’s application to the Court for Service Payments of up to \$10,000 to
6 Plaintiff Monica Ranger. Any portion of the Class Representative Service Payment not
7 awarded to Plaintiff will remain with the Gross Settlement Amount for distribution pursuant to
8 the terms of the Settlement.

9 8. “Court” means the United States District Court for the Eastern District of
10 California or any other court taking jurisdiction of the Action.

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

17 10. “Gross Settlement Amount” means the maximum settlement amount of
18 \$800,000.00 to be paid by Defendant in full satisfaction of all claims arising from the Action,
19 which include all Individual Settlement Payments to Participating Class Members, the Class
20 Representative Service Payments to the named Plaintiff, Settlement Administration Expenses
21 to the Settlement Administrator, PAGA Payment to the Labor Workforce Development Agency
22 (“LWDA”), and Class Counsels’ Attorneys’ Fees and Costs. Defendant will not be liable for
23 payment of any amounts other than the Gross Settlement Amount in settlement of the Action,
24 except for the employer-sided payroll taxes on that portion of the Individual Settlement
25 Payments attributed to wages, which Defendant will pay in addition to the Gross Settlement
26 Amount.

27 11. “Individual Settlement Payment” means the proportionate share of the Net
28 Settlement Amount to be distributed to each Participating Class Member based on the number

1 of Work Weeks worked during the Class Period in relation to the number of Work Weeks
2 worked by all Participating Class Members during the Class Period, as described in adequate
3 detail in paragraphs 33 and 34 below. The Individual Settlement Payment will include a
4 proportionate share of the PAGA Payment allocated to the Aggrieved Employees based on the
5 number of Pay Periods worked during the PAGA Period.

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

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

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

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

27 16. "PAGA Members" are defined as nonexempt employees employed by
28 Defendant in California any time during the PAGA Period, defined as from January 20, 2019

1 through the date of Preliminary Approval of this Settlement. Defendant represents that as of the
2 date of this Settlement, there are an estimated 139 PAGA Members who worked approximately
3 5,769 Pay Periods during the PAGA Period.

4 17. "PAGA Payment" is the amount allocated as civil penalties recoverable under
5 the Private Attorneys General Act of 2004 Labor Code §2699, ("PAGA") for Labor Code
6 violations. From the Gross Settlement Amount, \$32,000 has been allocated as the PAGA
7 Payment. Pursuant to the PAGA, Labor Code § 2699(i), 75% of the PAGA Payment, \$24,000,
8 will be paid to the California Labor and Workforce Development Agency ("LWDA"), and the
9 remaining 25%, \$8,000, will be distributed on a proportional basis to the PAGA Members
10 according to the number of Pay Periods each worked during the PAGA Period. The formula for
11 calculating a PAGA Member's PAGA Payment will thus be as follows: $\$8,000 \times (\text{number of}$
12 $\text{Pay Periods worked by the particular PAGA Member} / \text{number of Pay Periods worked by all}$
13 $\text{PAGA Members.})$

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

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

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

1 seq., conversion, restitution of any nature that arise from the factual predicates alleged or could
2 have been alleged in the Lawsuits, statutory penalties, civil penalties, interest, liquidated
3 damages, reasonable attorney's fees and costs, and any other claims that are raised or could
4 have been raised in the Lawsuits through the earliest of January 22, 2022 (i.e., 120-days from
5 the Parties' endorsement of the Memorandum of Understanding on September 24, 2021) or the
6 date of the Court's entry of an Order Granting Preliminary Approval of this Settlement.
7 Explicitly excluded from the released claims are any claim which may arise or may have arisen
8 at any time in favor of Plaintiff Monica Ranger and against Defendant for unlawful retaliation
9 or unlawful discrimination, including any claim pursuant to California Labor Code §§ 98.6 and
10 98.7 and related law.

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

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

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

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

1 reports and declarations, and other responsibilities set forth in this Settlement Agreement and as
2 requested by the Parties, and the Court.

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

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

14 **TERMS OF AGREEMENT**

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

17 27. The Parties agree to a Gross Settlement Amount, subject to Escalation as
18 described in the following paragraph, of \$800,000.00 with the intent of releasing Class claims
19 through the earlier of the date of Preliminary Approval of the Settlement or January 22, 2022
20 (i.e., 120 days from the Parties' endorsement of the Memorandum of Understanding on
21 September 24, 2021).

22 28. If the number of Work Weeks worked by Class Members during the Class
23 Period is more than ten percent (10%) greater than the figure stated above in Paragraph 5 (i.e.,
24 if there are 7,134 or more Work Weeks worked by Class Members), Defendant agrees to
25 increase the Settlement Amount on a proportional basis (e.g., if there was a 12% increase in the
26 number of Work Weeks worked by settlement Class Members, Defendant would agree to
27 increase the settlement amount by 2%, which would amount to a \$16,000 increase as 2% of the
28 Gross Settlement Amount of \$800,000.00 is \$16,000.00).

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

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

9 31. Funding of the Gross Settlement Amount. Within ten (10) business days of the
10 Effective Date, Defendant shall transmit the Gross Settlement Amount, (\$800,000.00) to the
11 Settlement Administrator who will establish a qualified settlement account for distribution of
12 the Court-ordered payments pursuant to the terms of this Agreement. The administrator will
13 distribute funds as allocated by the final order and judgment approving the settlement within 15
14 days after receipt of the total Gross Settlement Amount.

15 32. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any
16 application or motion by Class Counsel for Class Counsel Fees in an amount of up to one third
17 of the Gross Settlement Amount, not to exceed \$266,666.67, plus the reimbursement of costs
18 and expenses associated with Class Counsel's litigation and settlement of the Action, not to
19 exceed \$20,000.

20 33. Net Settlement Amount. Following deduction of all Court-approved payments
21 from the Gross Settlement Amount, the Net Settlement Amount will be distributed entirely on a
22 proportional basis to Participating Class Members ("Individual Settlement Payment").
23 Participating Class Members are entitled to 100% of the Net Settlement Amount. 30% of the
24 Net Settlement Amount will be allocated to participating members of the Assistant Subclass.
25 70% of the Net Settlement Amount will be allocated to participating members of the
26 Technologist Subclass. Defendant maintains no reversionary right to any portion of the Net
27 Settlement Amount.

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

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

10 b. If the Participating Member is also a PAGA Member, a PAGA Payment
11 calculated in the manner described in Paragraph 17 hereinabove.

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

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

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

25 35. No Credit towards Benefit Plans/No Derivative Penalties. The Individual
26 Settlement Payments made under this Agreement, as well as any other payments made pursuant
27 to this Settlement Agreement, will not be utilized to calculate any additional benefits under any
28 benefit plans to which any Class Members may be eligible, including, but not limited to:

1 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
2 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this
3 Settlement Agreement will not affect any rights, contributions, or amounts to which any Class
4 Members may be entitled under any benefit plans. The payment of Individual Settlement
5 Payments shall not trigger any derivative penalties or required payments by Defendant to
6 PAGA Members in any way.

7 36. Released Claims. Upon the Effective Date, and except as to such rights of
8 claims as may be created by this Settlement, Plaintiff and each Participating Class Member and
9 PAGA Member who has not returned to the Administrator a valid and timely Request for
10 Exclusion, shall fully release and discharge Defendant and Released Parties from the Released
11 Claims.

12 37. Settlement Administration Process. The Parties agree to cooperate in the
13 administration of the Settlement and to make all reasonable efforts to control and minimize the
14 costs and expenses incurred in administration of the Settlement.

15 DISTRIBUTION OF THE CLASS NOTICE

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

18 39. Confirmation of Contact Information in the Class Data List. Prior to mailing the
19 Notice of Class Action Settlement, Change of Address form, and pre-printed return envelope
20 ("Notice Packet"), the Administrator will perform a search of the National Change of Address
21 Database to update and correct for any known or identifiable address changes. All Notice
22 Packets returned to the Administrator as undeliverable on or before the Response Deadline will
23 be sent promptly via regular First-Class U.S. Mail to the forwarding address, and the
24 Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding
25 address is provided, the Administrator will promptly attempt to determine the correct address
26 using a skip-trace, or other search using the name, address and/or Social Security number of the
27 Class Member involved, and will then perform a single re-mailing. Those Class Members who
28 receive a re-mailed Notice Packet will have between the latter of (i) an additional fifteen

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

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

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

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

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

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

1 Order and Judgment. Class Counsel will not represent any Class Members with respect to any
2 such objections to this Settlement.

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

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

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

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

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

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

21 51. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
22 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
23 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
24 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
25 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
26 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
27 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
28 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX

1 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
2 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING
3 PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
4 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
5 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
6 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
7 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
8 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
9 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
10 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
11 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
12 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
13 ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
14 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
15 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
16 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

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

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

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

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

23 57. Judgment and Continued Jurisdiction. Upon the grant of Final Approval of the
24 Settlement by the Court the Parties will present a proposed Order Granting Final Approval of
25 Class and Representative Action and Entering Judgment thereon in a form substantially similar
26 to Exhibit "C". After entry of the Judgment, the Court will have continuing jurisdiction solely
27 for purposes of addressing: (i) the interpretation and enforcement of the terms of the

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

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

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

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

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

24 62. Authorization to Enter Into Settlement Agreement. Counsel for the Parties
25 warrant and represent they are expressly authorized by the Parties whom they represent to
26 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
27 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
28 execute any other documents required to effectuate the terms of this Settlement Agreement.

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

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

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

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

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

27 67. No Admission of Liability. The Parties enter into this Settlement Agreement to
28 resolve the dispute that has arisen between them and to avoid the burden, expense and risk of

1 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
2 specifically deny, that they have violated any federal, state, or local law; violated any
3 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
4 regulations or legal requirements; breached any contract; violated or breached any duty;
5 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
6 respect to its current or former employees. Neither this Settlement Agreement, nor any of its
7 terms or provisions, nor any of the negotiations connected with it, will be construed as an
8 admission or concession by Defendant of any such violations or failures to comply with any
9 applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
10 Agreement, this Settlement Agreement and its terms and provisions will not be offered or
11 received as evidence in any action or proceeding to establish any liability or admission on the
12 part of Defendant or to establish the existence of any condition constituting a violation of, or a
13 non-compliance with, federal, state, local or other applicable law.

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

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

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

27 71. Mutual Preparation. The Parties have had a full opportunity to negotiate the
28 terms and conditions of this Agreement. Accordingly, this Settlement Agreement will not be

1 construed more strictly against one party than another merely by virtue of the fact that it may
2 have been prepared by counsel for one of the Parties, it being recognized that, because of the
3 arms'-length negotiations between the Parties, all Parties have contributed to the preparation of
4 this Agreement.

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

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

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

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

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

24 **APPROVAL AND EXECUTION BY PARTIES:**

25 Dated: 05 / 05 / 2022

Monica Ranger

Plaintiff, Monica Ranger

26 SHARED IMAGING, LLC

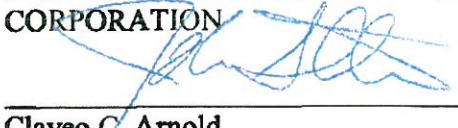
27 Dated: 05/06/2022

Larry Siebs
28 Larry Siebs, CEO

1 **APPROVED AS TO FORM:**

2 CLAYEO C. ARNOLD, A PROFESSIONAL
3 CORPORATION

4 Dated: 5/5/2022


5 Clayeo C. Arnold
6 John T. Stralen

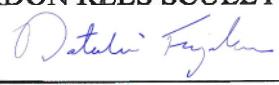
7 THE DARREN GUEZ LAW FIRM

8 Dated: 5/5/2022


9 Darren Guez

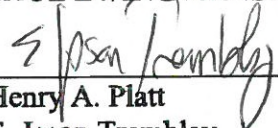
10 GORDON REES SCULLY MANSUKHANI, LLP

11 Dated: 5/10/2022


12 Linda M. Moroney
13 Natalie B. Fujikawa

14 SAUL EWING ARNSTEIN & LEHR LLP

15 Dated: 5/10/2022


16 Henry A. Platt
17 E. Jason Tremblay