

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by Shared Imaging, LLC ("Shared Imaging" or "Defendant"), on the one hand, and, on the other, Monica Ranger ("Ranger" or "Plaintiff"), individually and on behalf of all similarly situated employees of Defendant, as defined below, and on behalf of the State of California. Subject to court-approval by the United States District Court for the Eastern District of California ("Court"), and with the provision that this MOU will be further memorialized in a formal written settlement agreement, Shared Imaging and Ranger (collectively "Parties") hereby agree to the following binding settlement ("Settlement") of all claims that were raised and that could have been raised in *Ranger v. Shared Imaging, LLC*, CAED Case No. 2:20-cv-00401-KJM-KJN ("Lawsuit") including class claims, and claims pursuant to California's Private Attorneys General Act, Labor Code sections 2698, *et seq.* ("PAGA"):

1. Class Members for Purposes of Settlement: The Class Members shall include all nuclear medicine technologists and assistants to nuclear medicine technologists employed by Shared Imaging during the period of January 20, 2016 to either the date of preliminary approval or one hundred and twenty (120) days following the execution of this MOU, whichever is sooner.
2. Motions for Approval of Settlement: Plaintiff shall file one motion seeking both preliminary approval of the Settlement of Class Claims and final approval of the Settlement of PAGA Claims ("Initial Approval Motion"). Upon filing the Initial Approval Motion, Plaintiff shall submit a copy of the proposed settlement and any other required documents with the California Labor and Workforce Development Agency ("LWDA"), pursuant to the PAGA. Should the Court deny either the motion for preliminary approval of the Settlement of Class Claims, the motion for final approval of the PAGA Claims, or the entire Initial Approval Motion, the Parties shall attempt in good-faith to address and resolve the Court's concerns and continue to seek settlement in accordance with the terms and intent of this MOU. Should the Court grant the Initial Approval Motion, Plaintiffs shall file a motion for final approval at the appropriate time ("Final Approval Motion").
3. Class Period for Purposes of Settlement: The Class Period is the period beginning on January 20, 2016 to present up to either the date of the granting of the motion for preliminary approval motion or one hundred and twenty (120) days following the execution of this MOU, whichever is sooner. Defendant represents that the 81 Class Members it employed worked a total of 2,714 pay periods during the Class Period.
4. PAGA Period for Purposes of Settlement: The PAGA Period is the period beginning on January 20, 2019 to present up to the date of preliminary approval. Defendant represents that the 131 nonexempt technologists and assistants to technologists it employed during the PAGA Period worked a total of 3,960 pay periods during the PAGA Period.
5. Administration Procedure for Settlement of Class Claims: The Settlement of Class Members' individual claims shall be administered on an opt-out, non-reversionary basis.

6. Administration Procedure for Settlement of PAGA Claims: All nonexempt employees employed during the PAGA Period shall be included in the Settlement of PAGA Claims, as members of the PAGA group may not opt-out of a PAGA settlement. The Settlement of PAGA Claims is non-reversionary.
7. Gross Settlement Amount: The Parties agree that Defendant will pay a total sum of Eight Hundred Thousand Dollars (\$800,000.00) ("Gross Settlement Amount"), in exchange for a full and complete settlement of the Lawsuit. Defendant agrees to pay the Gross Settlement Amount to settle any and all claims that were raised and that could have been raised in the Lawsuit by Plaintiff and the Class Members. The Gross Settlement Amount shall include any and all payments required by the Settlement, including but not limited to Plaintiff's Attorney Fees and Costs, Plaintiff's Awards, Plaintiff's Individual Released Claims Payments, and Settlement Administration Costs. Plaintiff and Plaintiff's counsel will determine the allocation of the Gross Settlement Amount, which is subject to Court approval. The Gross Settlement Amount will be funded by Defendant thirty five (35) days after the Court's order granting the Final Approval Motion is final and no longer subject to appeal.
8. Payroll/Withholding Taxes: Defendant agrees to separately pay, outside of the Gross Settlement Amount, the payroll/withholding taxes due on the Individual Settlement Payments that shall be paid from the Net Settlement Amount. The parties understand and agree that no more than one third of the gross settlement amount is to be attributed to taxable wages.
9. Plaintiff's Attorney's Fees and Costs: Defendant will not oppose a request for the Court to approve reasonable attorney's fees in an amount that is not to exceed Thirty Three and One-Third Percent (33.33%) of the Gross Settlement Amount, and litigation costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000).
10. Plaintiff's Award: In recognition of her effort and work in prosecuting the Lawsuits, Defendant agrees not to oppose Plaintiff's requests for the Court to approve a service payment to Plaintiff in an amount that is not to exceed Ten Thousand Dollars (\$10,000).
11. Settlement Administration Costs: The Parties will mutually agree to and select the settlement administrator. Plaintiffs' counsel shall obtain the appropriate quotes for the Settlement Administration Costs, which is included in and provided for within the Gross Settlement Amount.
12. Net Settlement Amount: The Net Settlement Amount shall equal the amount of the Gross Settlement Amount less the Plaintiffs' Attorney Fees and Costs, Plaintiff's Awards, Plaintiff's Individual Released Claims Payments, and Settlement Administration Costs. The Net Settlement Amount consists of the PAGA Settlement Fund and the Individual Settlement Fund.
13. PAGA Settlement Fund and Class Members' Individual PAGA Settlement Amounts: Seventy Five Percent (75%) of the PAGA Settlement Fund shall be distributed to the

State of California and the remaining Twenty Five Percent (25%) shall be distributed to all nonexempt employees who performed work during the PAGA Period, including those who opt-out of the Settlement of Class Claims, pursuant to the PAGA. Each nonexempt employee's Individual PAGA Settlement Amount shall be allocated as a non-wage payment and calculated on a pro rata basis, based on the number of pay periods worked during the PAGA Period relative to the total number of pay periods worked by all nonexempt employees during the PAGA Period.

14. PAGA Settlement Amount: The Plaintiff will seek Court approval for a PAGA Settlement Amount of \$32,000.
15. Individual Settlement Fund and Participating Class Members' Individual Class Settlement Amounts: The Individual Settlement Fund shall be the Net Settlement Amount less the amount in the PAGA Settlement Fund. Class Members who do not opt-out of the Settlement ("Participating Class Members") shall receive payments from the Individual Settlement Fund. Each Participating Class Members' Individual Class Settlement Amount shall be allocated as both wages and non-wages, and calculated on a pro rata basis, based on the number of pay periods worked by each Participating Class Member during the Class Period relative to the total number of pay periods worked by all Participating Class Members during the Class Period. The Parties agree that the wage portion of each Participating Class Members' Individual Class Settlement Amount shall not exceed Twenty Percent (33 1/3%) of the total Individual Class Settlement Amount.
16. Class Members' Individual Settlement Payments: The Settlement Administrator shall calculate the Class Members' Individual Settlement Payments in a manner substantially similar to that set forth herein, and shall issue the payments at the same time after final approval of the settlement. Non-participating class members shall receive only one check representing their Individual PAGA Settlement Amount. Participating Class Members shall receive two checks: one in the amount of their Individual PAGA Settlement Amount plus the non-wage portion of their Individual Class Settlement Amount, and the other in the amount of the wage portion of their Individual Class Settlement Amount.
17. Released Civil Penalty Claims: Plaintiffs, the Class Members, and the State of California agree to release all claims for civil penalties arising from or related to the Lawsuits under any state or local law, regulation, wage order, or administrative order that were raised in the Lawsuit and that could have been raised in the Lawsuit based on the allegations therein and which arise out of or directly or indirectly relate to such allegations, whether known or unknown, including but not limited to the alleged failure to properly classify Class Members, failure to pay wages, including minimum and overtime wages, failure to reimburse for expenses, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums/penalties, failure to timely pay all earned wages during and at the completion of employment, and failure to furnish complete and accurate itemized wage statements. The Released Civil Penalty Claims include claims for civil penalties of any nature that arise from the factual predicates alleged or which could have been alleged in the Lawsuit, reasonable attorney's fees and costs, and any related claims that are raised or could have been

raised in the Lawsuits through the date the of Court's order granting approval of the Settlement of PAGA Claims.

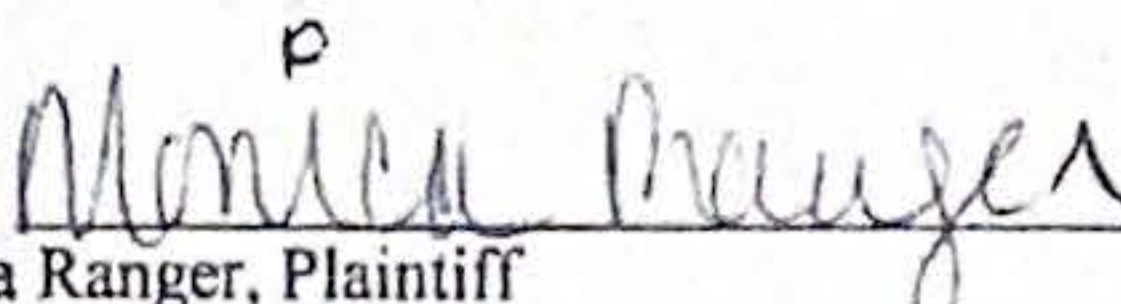
18. Participating Class Members' Released Claims: Participating Class Members' Released Claims include all claims and/or causes of action arising from or related to the Lawsuit under any federal, state, or local law, regulation, wage order, or administrative order that were raised in the Lawsuit and that could have been raised in the Lawsuit based on the allegations therein, and which arise out of or directly or indirectly relate to such allegations, whether known or unknown, including but not limited to the alleged failure to properly classify Class Members, failure to pay wages, including minimum and overtime wages, failure to reimburse for expenses, failure to provide compliant meal and rest breaks, failure to pay meal and rest period premiums/penalties, failure to timely pay all earned wages during and at the completion of employment, and failure to furnish complete and accurate itemized wage statements. Participating Class Members' Released Claims include claims for restitution and other equitable relief under Business and Professions Code sections 17200, *et seq.*, conversion, restitution of any nature that arise from the factual predicates alleged or could have been alleged in the Lawsuits, statutory penalties, civil penalties, interest, liquidated damages, reasonable attorney's fees and costs, and any other claims that are raised or could have been raised in the Lawsuits through the date of the Court's order granting the Motion for Preliminary Approval of Settlement. Explicitly excluded from this release is any claim which may arise or may have arisen at any time in favor of Ranger and against Defendant for unlawful retaliation or unlawful discrimination, including any claim pursuant to California Labor Code §§ 98.6 and 98.7 and related law.
19. Denial of Liability: Defendant denies any liability or wrongdoing of any kind and further denies that, for any purpose other than settling the Lawsuit, these actions are or would be appropriate for representative treatment or class certification. Defendant maintains, among other things, that it has complied with California law in all aspects, and continues to do so. Nothing in the MOU or Settlement negotiations, approval of Settlement, orders related to Settlement or any other aspect of the Settlement will be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.
20. Public Statements Re Settlement. Defendant, Plaintiff, and counsel for the parties agree to limit public comment on this MOU and Settlement, the Lawsuit, and Plaintiff's claims to stating that the matters have been resolved to the satisfaction of the Parties. Neither the Parties nor their counsel will initiate public comment, including but not limited to press inquiries or website, blog, or social media postings.
21. Enforceability. The Parties intend this MOU to be enforceable and admissible in evidence. The Parties intend to enter into a long form settlement agreement which will contain terms that are not inconsistent with this MOU, but if no such further agreement is entered into this MOU will be enforceable, subject to Court approval under the PAGA statute. The Parties reserve the right to rescind the Settlement if the Court does not approve a material term of the Settlement and, after good faith and reasonable efforts to effectuate the intent of the Settlement and resolve any concern set forth by the Court, the Court is still unwilling to approve the settlement.

22. Escalator Clause. Defendant represents that there are 5,428 workweeks worked by settlement class members during the Class Period. If the number of workweeks worked by settlement class members during the Class Period is more than ten percent (10%) greater than this figure (i.e., if there are 5,971 or more workweeks worked by the settlement class members), Defendant agrees to increase the Settlement Amount on a proportional basis (i.e., if there was a 12% increase in the number of workweeks worked by settlement class members, Defendant would agree to increase the settlement amount by 2%).

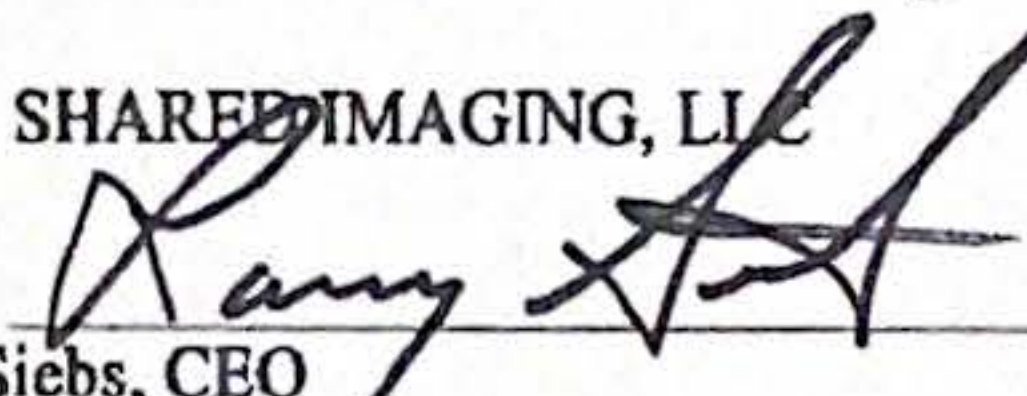
23. Seeking Approval of Settlement. The Parties agree to use their best efforts to diligently finalize and execute the final written Settlement. Plaintiffs shall prepare and, after Defendant has an opportunity to review, the Initial Approval Motion and Final Approval Motion, which shall be filed subject to Defendant's express approval. The Parties stipulate that a magistrate may rule on both the Initial Approval Motion and the Final Approval motion.

The Parties have each approved and executed this MOU on the dates set forth opposite their respective signatures.

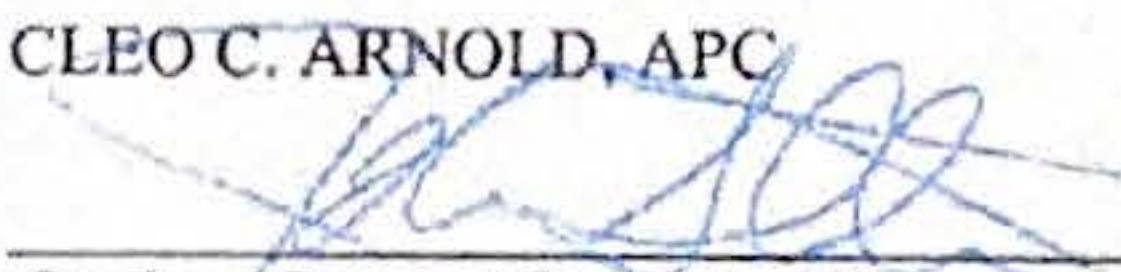
Dated: 9/23, 2021


Monica Ranger, Plaintiff

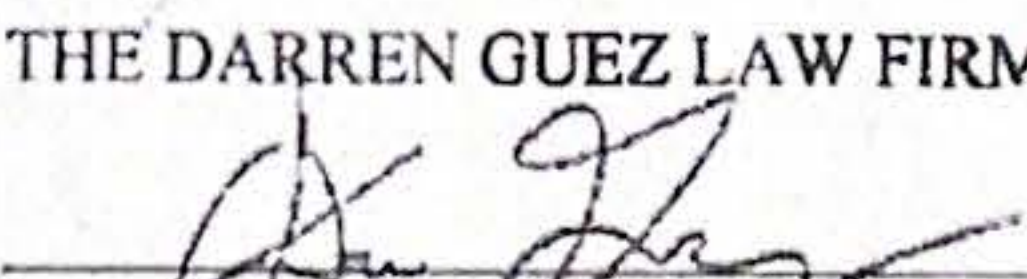
Dated: 9/24, 2021

SHAREEIMAGING, LLC

Larry Siebs, CEO

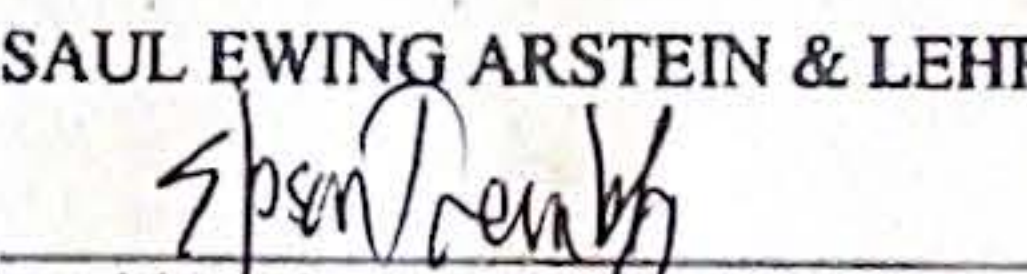
Dated: 9/24, 2021

CLEO C. ARNOLD, APC

John T. Stralen, Counsel for Plaintiff

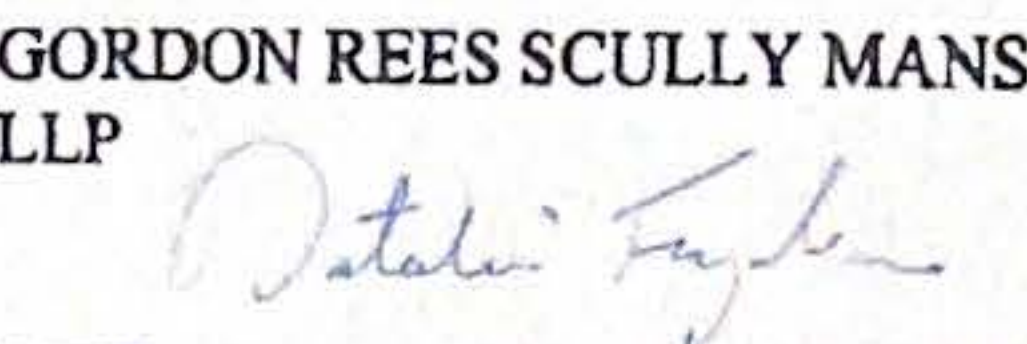
Dated: 9/24, 2021

THE DARREN GUEZ LAW FIRM

Darren Guez, Counsel for Plaintiff

Dated: 9/24, 2021

SAUL EWING ARSTEIN & LEHR, LLP

Jason Tremblay, Counsel for Defendant

Dated: September 24, 2021

GORDON REES SCULLY MANSUKHANI,
LLP

Natalie B. Fujikawa, Counsel for Defendant