

1                   **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

2                   This Class Action Settlement Agreement and Release of Claims is entered into by and  
3 between Plaintiff Beatrice Villa, individually and on behalf of all others similarly situated, and  
4 Defendant Sharecare Health Data Services, LLC, formerly known as Bactes Imaging  
5 Solutions, and is approved by their respective counsel of record, subject to the terms and  
6 conditions hereof and the Court's approval.

7                   **A.     Definitions**

8                   1.       "Action" or "Lawsuit" means and refers to the case entitled *Beatrice Villa v.*  
9 *Sharecare Health Data Service, LLC*, San Diego County Superior Court Case No. 37-2020-  
10 0016422-CU-OE-CTL.

11                  2.       "Settlement Agreement," "Settlement," "Agreement," or "Stipulation" shall  
12 mean this Class Action Settlement Agreement and Release of Claims, including any attached  
13 Exhibits.

14                  3.       "Class Counsel" refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and  
15 Joshua Falakassa of Falakassa Law, P.C.

16                  4.       "Class Data" means a complete list that Defendant will diligently and in good  
17 faith compile from its records and provide to the Settlement Administrator on one spreadsheet  
18 and shall include the Settlement Class Members' full names; last known addresses;; Social  
19 Security Numbers; and dates of employment and/or Workweeks Worked as non-exempt  
20 employees of Defendant during the Class Period for each Settlement Class Member.

21                  5.       "Class Period" is deemed to be the period of May 26, 2016, through September  
22 24, 2021, or Preliminary Approval Date, whichever occurs earlier.

23                  6.       "Class Representative" or "Plaintiff" means and refers to Beatrice Villa.

24                  7.       "Complaint" refers to the First Amended Class and PAGA Representative Action  
25 Complaint filed in the San Diego County Superior Court action entitled *Beatrice Villa v.*  
26 *Sharecare Health Data Service, LLC*, Case No. 37-2020-0016422-CU-OE-CTL.

27                  8.       "Court" means the California Superior Court, County of San Diego, or any Court  
28 of competent jurisdiction.

1           9.       “Defendant” means and refers to Sharecare Health Data Services, LLC.

2           10.      “Defendant’s Counsel” or “Defense Counsel” means and refers to Terence L.  
3 Greene and Ross M. Poole, both of Delmore Greene LLP.

4           11.      “Effective Date” means the latest of the following events have occurred the period  
5 for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed  
6 without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or  
7 other appellate proceeding related to the Settlement has been dismissed finally and conclusively  
8 with no right to pursue further remedies or relief; or any appeal, writ or other appellate  
9 proceeding has upheld the Court’s final order with no right to pursue further remedies or relief.  
10 In this regard, it is the intention of the Parties that the Settlement shall not become Effective until  
11 the Court’s order approving the Settlement is completely final, and there is no further recourse  
12 by an appellant or objector who seeks to contest the Settlement. It is further agreed by the  
13 Parties that this Settlement will not become effective if Defendant is required to pay more than  
14 Gross Settlement Amount under any circumstances. It is further agreed by and between the  
15 Parties that this Settlement shall not become effective, and Defendant shall not have any  
16 obligation (monetary or otherwise) under the terms of this Settlement, unless and until any  
17 objections, writs and/or appeals, and any rights of appeal with respect to any objections or the  
18 judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

19          12.      “Final” means that the Settlement has been granted “Final Approval” by the  
20 Court and the “Effective Date” has occurred.

21          13.      “Final Approval” refers to the order of the Court granting final approval of this  
22 Settlement Agreement and entering a judgment approving this Settlement on substantially the  
23 terms provided herein or as the same may be modified by subsequent agreement of the Parties.

24          14.      “Final Settlement Class” means, collectively, all Settlement Class Members who  
25 have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

26          15.      “Individual Settlement Amount” shall have the meaning ascribed to it in  
27 Paragraph 44(d) below.

1           16.    “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph  
2 44(c) below.

3           17.    “Notice” means the notice of settlement of class action that will be sent to the  
4 Settlement Class Members, and which will be in a form that is mutually agreed upon between  
5 the Parties in advance.

6           18.    “Notice Response Deadline” is 45 calendar days from the date the Notice is  
7 mailed to the Settlement Class Members.

8           19.    “Objecting Settlement Class Member” means a Settlement Class Member, other  
9 than Plaintiff, who submits a valid and timely objection to the terms of this Agreement,  
10 pursuant to Paragraph 63(a) below.

11          20.    “Participating Class Member” means any and all Settlement Class Members who  
12 are deemed to participate and receive an Individual Settlement Amount and do not opt-out by  
13 submitting timely valid Requests for Exclusion.

14          21.    “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class, and  
15 Defendant, collectively.

16          22.    “Workweeks Worked” for each Settlement Class Members means any workweek  
17 during the Class Period in which the Settlement Class Member was employed by Defendant as a  
18 non-exempt employee in California and worked at least one shift during the workweek.

19          23.    “Preliminary Approval Date” means the date the Court preliminarily approves  
20 the Settlement Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

21          24.    “Preliminary Approval Order” means the judicial Order to be entered by the  
22 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement  
23 and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of  
24 the Settlement, an opportunity to submit timely objections to the Settlement, and setting a  
25 hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and  
26 costs. Defendant will not object to Plaintiff’s motion for preliminary approval as long as it  
27 comports with the terms of this Agreement. The proposed Preliminary Approval Order  
28

submitted to the Court will be in a form that is mutually agreed upon between the Parties in advance.

25. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Final Settlement Class, and from which the settlement payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue Code Sec. 468.

26. "Released Claims" by the Participating Class Members upon the date Defendant fully funds the Settlement will include all claims which were pled in the operative Complaint or that could have been pled or are reasonably related to the facts alleged therein, including claims for (1) failure pay wages of any kind, (2) failure to provide meal breaks and/or pay missed meal period premiums, (3) failure to provide rest breaks and/or pay missed rest period premiums, (4) failure to reimburse business expenses, (5) failure to furnish accurate itemized wage statements, (6) failure to timely pay all wages earned and unpaid at separation of employment, (7) unfair competition, (8) PAGA penalties based on the foregoing Labor Code violations pled in the operative Complaint or that could have been pled, and (9) any other claims or penalties based on or that reasonably could be based on the facts alleged in the Action.

27. "Released Parties" means Defendant and any related holding, parent or subsidiary corporations/entities, and their affiliates, together with its current and former officers, directors, members, managers, shareholders, agents, subsidiaries, operators, partners, attorneys, successors, and assignees.

28. "Release Period" shall be the time period governing the Released Claims which shall be any time from May 26, 2016, through September 24, 2021, or Preliminary Approval Date, whichever occurs earlier.

29. "Release" shall mean the release and discharge of the Released Claims by Plaintiff and all of the Participating Class Members, as well as their assigns, heirs, successors and personal representatives.

30. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 63(a) below.

31. "Service Payment" or "Service Award" means the amount approved by the Court to be paid to the Class Representative in addition to her Individual Settlement Amount as a Participating Class Member.

32. "Settlement Administrator" means and refers to the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

33. "Settlement Administration Costs" means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, translating the class notice into Spanish, tax reporting, unclaimed property due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount.

34. "Settlement Amount" or "Gross Settlement Amount" shall have the meaning ascribed to it in Paragraph 44(a) below.

35. "Settlement Class" or "Covered Position" is defined as "All current and former non-exempt employees employed by Defendant in California at any time during the Class Period."

36. "Settlement Class Member" or "Class Member(s)" refers to individual members of the Settlement Class.

**B. General Terms**

37. On or about May 26, 2020, Plaintiff filed against Defendant a class and representative PAGA action complaint for claims, including: (1) failure to pay overtime wages, (2) rest period violations, (3) failure to reimburse necessary business expenses, (4) failure to provide accurate itemized wage statements, (5) waiting time penalties, (6) unfair competition, and (7) PAGA penalties based on the foregoing Labor Code violations. On or about February 5, 2021, Plaintiff filed an amended complaint to add a cause of action for (1) failure to provide meal breaks and/or pay missed meal break premiums.

1           38. Defendant denies Plaintiff's claims and allegations and contend that the Action is  
2 not suitable for class certification and/or representative treatment.

3           39. The Class Representative believes she can proceed with her representative and  
4 class claims, that the Action is meritorious, and that class certification is appropriate.

5           40. The Parties have conducted a thorough investigation into the facts of the Action.  
6 This includes conducting extensive exchange of informal discovery, including Defendant's  
7 written policies and practices and the production of payroll and timekeeping records for  
8 Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive  
9 research with respect to the applicable law and potential defenses to the claims of the Settlement  
10 Class. Class Counsel has diligently pursued an investigation of the Class Members' claims  
11 against Defendant. Based on the foregoing data and on their own independent investigation and  
12 evaluation, Class Counsel is of the opinion that the settlement with Defendant for the  
13 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and  
14 adequate and is in the best interest of the Class Members in light of all known facts and  
15 circumstances, including the risk of significant delay and uncertainty associated with litigation,  
16 various defenses asserted by Defendant, and numerous potential appellate issues.

17           41. On or about December 10, 2020, the Parties participated in mediation before  
18 Hon. Thierry P. Colaw, (Ret.), a highly experienced labor and employment mediator. The  
19 matter did not resolve at mediation, but the Parties continued to pursue negotiations that  
20 ultimately resulted in this Settlement.

21           42. The Parties agree that neither the Parties' Settlement, this Agreement, nor the  
22 acts to be performed or judgments to be entered pursuant to the terms of the Settlement and  
23 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of  
24 any statute or law or liability on the claims or allegations in the Action.

25           43. Stipulation for Class Certification. For settlement purposes only, Defendant will  
26 stipulate that the Settlement Class Members described herein who do not Request Exclusion  
27 from the Settlement Class may be conditionally certified as a settlement class. This stipulation  
28 to certification is in no way an admission that class action certification and/or representative

1 treatment is proper and shall not be admissible in this or in any other action except for the sole  
2 purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final  
3 Approval, the Parties' stipulation to class certification as part of the Settlement shall become  
4 null and void *ab initio* and shall have no bearing on and shall not be admissible in connection  
5 with the issue of whether or not class certification and/or representative treatment would be  
6 appropriate in a non-settlement context. Defendant expressly reserves its rights and declares  
7 that it will continue to oppose class certification and the substantive merits of the case should  
8 the Court fail to issue Final Approval. Plaintiff expressly reserves her right and declares that  
9 she will continue to pursue class certification and representative treatment and a trial should the  
10 Court fail to issue Final Approval.

11 **C. Terms of Settlement**

12 44. The financial terms of the Settlement are as follows:

13 (a) Gross Settlement Amount: The Parties agree to settle this Action for Six  
14 Hundred Thirty Thousand Dollars and Zero Cents (\$630,000.00) ("the Settlement Amount").  
15 The Settlement Amount is the maximum amount that will be paid by Defendant, and includes,  
16 without limitation, the Individual Settlement Amounts, attorneys' fees of Class Counsel, costs  
17 and expenses (which includes all such fees, costs, expenses incurred as of the date this  
18 Settlement Agreement is executed, as well as such fees, costs, expenses incurred in  
19 documenting the Settlement, securing approval of the Settlement, administering and obtaining a  
20 judgment in the Action before the Court), the Service Payment to the Class Representative,  
21 Settlement Administration Costs, payment to the Labor Workforce Development Agency  
22 (LWDA) for PAGA penalties, and the employers' share of the payroll taxes, subject to Court  
23 approval.

24 (c) Net Settlement Amount: The "Net Settlement Amount" is defined as the  
25 Settlement Amount less attorneys' fees and litigation costs as approved and awarded by the  
26 Court, the Service Payment to the Class Representatives as approved and awarded by the Court,  
27 the Settlement Administration Costs, and the Fifteen thousand dollars (\$15,000) allocated to  
28 payment for PAGA penalties as described in paragraph 45(i) below, and any other costs of any

kind associated with the settlement. In the event that the Court reduces the attorneys' fees, costs, expenses, Service Award, or either increases or decreases the amount allocated to PAGA penalties, the Net Settlement Sum shall be adjusted accordingly and allocated to the Settlement Class.

(d) Individual Settlement Amounts for the Settlement Class: From the Net Settlement Amount, the Settlement Administrator will use the Class Data provided by Defendant to calculate each Participating Class Member's Individual Settlement Amounts based on the following formula:

i. PAGA Amount: \$15,000 of the Gross Settlement Amount has been designated to the PAGA claims. Twenty-five percent (25%) of the \$15,000, or \$3,750 shall be paid out to Settlement Class Members. Each Settlement Class Member shall receive a portion of the \$3,750 proportionate to the number of Workweeks Worked by the Settlement Class Member during the Class Period compared to the total number of Workweeks Worked by all Settlement Class Members during the Class Period.

ii. Class Amount: The Net Settlement Amount shall be allocated to Participating Class Members based on his or her proportionate Workweeks Worked during the Class Period. This is determined by multiplying the Net Settlement Amount by a fraction, the numerator which is the Participating Class Member's total Workweeks Worked during the Class Period, and the denominator of which is the total Workweeks Worked by all Participating Class Members during the Class Period. If there are any timely submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Amounts for each Participating Class Member so that the amount actually distributed to Participating Class Members equals 100% of the Net Settlement Amount.

iii. Settlement Class Member Individual Settlement Amounts Do Not Trigger Additional Benefits: All Individual Settlement Amounts shall be deemed to be income to such Settlement Class Members solely in the year in which such awards actually are paid to the Class Members. It is expressly understood and agreed that the receipt of such Individual Settlement Amounts will not entitle any Class Member to additional compensation or benefits under any

1 company bonus, contest or other compensation or benefit plan or agreement in place during the  
2 period covered by the Settlement, nor will it entitle any Class Member to any increased  
3 retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is the  
4 intent of this Settlement that the Individual Settlement Amounts provided for in this Settlement  
5 are the sole payments to be made by Defendants to Class Members in connection with this  
6 Settlement, and that the Class Members are not entitled to any new or additional compensation or  
7 benefits as a result of having received the Individual Settlement Amounts (notwithstanding any  
8 contrary language or agreement in any benefit or compensation plan document that might have  
9 been in effect during the period covered by this Settlement).

10 (e) Allocation of Individual Settlement Amounts: The Individual Settlement  
11 Amounts will be allocated based on the allegations in the Action as follows: fifteen (15%)  
12 percent will be paid as wages subject to withholding of all applicable local, state, and federal  
13 taxes; and eighty-five (85%) will be paid as interest and as penalties (pursuant to, e.g.,  
14 California Labor Code sections 203, 226) from which no taxes will be withheld. The  
15 Settlement Administrator will issue to each Participating Class Member an Internal Revenue  
16 Service Form W-2 and comparable state forms with respect to the wage allocation and a Form  
17 1099 with respect to the penalties and interest allocations.

18 (f) Service Payment to Class Representative: The amount awarded to the Class  
19 Representative as a Service Payment will be set by the Court in its discretion, not to exceed  
20 \$7,500. Defendant agrees not to oppose this request. The Service Payment to Plaintiff will be  
21 paid out of the Gross Settlement Amount. The Class Representative will be issued IRS Form  
22 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to pay  
23 any and all applicable taxes on this payment. The Parties agree that any amount awarded as the  
24 Service Payment to Plaintiff less than the requested amount shall not be a basis for Class  
25 Counsel to void this Stipulation. Should the Court approve a lesser amount for the Service  
26 Payment, the difference shall be added to the Net Settlement Amount to be distributed to the  
27 Participating Class Members.

1 (g) Attorneys' Fees and Costs: Defendant agrees to not oppose a request by Class  
2 Counsel to the Court for an award of attorneys' fees of one third of the Settlement Amount, plus  
3 reasonable litigation costs not to exceed \$15,000 ("Attorney's Fees and Cost Award"). For  
4 purposes of this Settlement, Defendant agrees not to oppose any contention by Class Counsel  
5 that attorneys' fees should be based on the common fund theory. The Attorney's Fee and Cost  
6 Award shall be paid from the Gross Settlement Amount, and except for this award, Defendant  
7 shall have no further obligation to pay any attorneys' fees, costs, or expenses to Class Counsel.  
8 Should the Court approve a lesser amount than what is sought by Class Counsel, the difference  
9 shall be added to the Net Settlement Amount to be distributed to the Participating Class  
10 Members. Any Court order awarding less than the amount sought by Class Counsel shall not be  
11 grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement  
12 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of  
13 attorneys' fees and costs awarded by the Court. Class Counsel agrees that any allocation of fees  
14 between or among Class Counsel and any other attorney representing or claiming to represent  
15 the Class Members shall be the sole responsibility of Class Counsel.

16 (h) Settlement Administration Costs: The fees and other charges of the Settlement  
17 Administrator will be paid from the Gross Settlement Amount, not to exceed \$15,000, unless  
18 approved by all Parties and the Court.

19 (i) PAGA Penalties: The Parties agree that \$15,000 is allocated to PAGA Penalties  
20 and is to be paid from the Gross Settlement Amount, subject to Court approval. Of this amount,  
21 \$11,250 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for penalties  
22 under the Private Attorneys General Act of 2004 ("PAGA") and \$3,750 (25%) will be included  
23 in the Individual Settlement Amounts, payable to the Participating Class Members.

24 (j) Tax Liability: Class Counsel, Defendant and Defendant's Counsel make no  
25 representations as to the tax treatment or legal effect of Settlement Amounts called for  
26 hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or  
27 representation by Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiff  
28 and Participating Class Members understand and agree that they will be solely responsible for

1 the payment of any taxes and penalties assessed on their respective Settlement Amounts  
2 described herein. The amount of federal income tax withholding will be based upon a flat  
3 withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-  
4 1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to  
5 applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099  
6 will be distributed at times and in the manner required by the Internal Revenue Code of 1986  
7 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated  
8 thereunder, or other applicable tax law, is changed after the date of this Agreement, the  
9 processes set forth in this Section may be modified in a manner to bring Defendant into  
10 compliance with any such changes.

11 (k) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT  
12 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH  
13 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
14 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF  
15 THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
16 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER  
17 ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH  
18 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
19 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
20 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
21 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS  
22 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
23 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO  
24 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY  
25 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT  
26 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY  
27 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY  
28 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO

1 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
2 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR  
3 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS  
4 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF  
5 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING  
6 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

7 45. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under  
8 no circumstances will any portion of the Settlement Amount revert to Defendant. Participating  
9 Class Members will not have to make a claim in order to receive an Individual Settlement  
10 Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to  
11 each Participating Class Member. The Settlement Administrator shall be responsible for  
12 accurately and timely reporting any remittance obligations with respect to unclaimed funds as a  
13 result of a Participating Class Member not cashing an Individual Settlement Amount by the  
14 check cashing deadline, as set forth herein.

15 46. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and  
16 adequate, and will so represent same to the Court.

17 **D. Release by Plaintiff and the Settlement Class**

18 47. Upon the Effective Date of this Settlement, Plaintiff, and each Participating  
19 Class Member, for themselves and for their respective spouses, heirs, assigns, successors,  
20 beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians,  
21 personal representatives, will forever completely release and discharge the Released Parties  
22 from each of the Released Claims for the Release Period.

23 48. Each Participating Class Member will be deemed to have made the foregoing  
24 Release as if by manually signing it.

25 49. Plaintiff and Defendant intend that the Settlement described in this Agreement  
26 will release and preclude any further claim, whether by lawsuit, administrative claim or action,  
27 arbitration, demand, or other action of any kind, by each and all of the Participating Class  
28 Members to obtain a recovery based on, arising out of, and/or related to any and all of the

Released Claims. The Class Members shall be so notified in the Notice. This paragraph does not apply to any Class Member who timely and validly opts out of the Settlement.

50. Class Representative, on behalf of herself and the Settlement Class, acknowledge and agree that the claims for unpaid wages in the Action, and untimely payment of wages in the Action, are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to her. Class Representative, on behalf of herself and the Settlement Class, acknowledge and agree that California Labor Code Section 206.5 is not applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

**E. Release by Class Representative**

51. In addition to the Class Representative's release of the Released Claims as discussed in Paragraph 47 above, Class Representative does hereby, for herself and for her respective spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Stipulation, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Class Representatives' employment with Defendant or the remuneration for or termination of such employment (collectively, the "Class Representatives' Claims").

52. Without limiting the generality of the foregoing, Class Representative expressly releases all claims or rights against Released Parties arising out of or relating to alleged violations of any contracts, express or implied (including but not limited to any contract of

employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including but not limited to, negligence, fraud, misrepresentation and violation of California Labor Code section 970, negligent infliction of emotional distress, intentional infliction of emotional distress, defamation, "retaliation" claims and claims for violation of public policy, any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and alleged "off the clock" work under federal and state law, including, but not limited to, California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section 203, damages or penalties pursuant to California Labor Code Section 226, meal period and rest break payments and penalties pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections 210, failure to indemnify for business expenses pursuant to Labor Code section 2802, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200 et seq., interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code Section 1194 *et seq.*; claims under the Private Attorneys General Act of 2004, Labor Code section 2699 *et seq.*, and the alleged violation or breach of any other state or federal statute, rule and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys' fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "wrongful discharge," "constructive discharge," and "retaliation" claims; any claims relating to any breach of public policy; any legal restrictions on Defendant's right to discharge employees; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment);

(2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 206(d)(1) and California Labor Code section 1197.5 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, medical condition, genetic information, marital status, sex (including pregnancy), gender, gender identity, gender expression, sexual orientation, military or veteran status, or age, including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code § 12945.1 *et seq.* (family/medical leave); (8) California Labor Code, including Section 1720 *et seq.*, or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, sexual orientation, gender identity, and national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (12) the Fair Labor Standards Act; and (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits).

53. Class Representative acknowledges, understands and agrees that this Settlement is binding notwithstanding any facts of which she may later become aware, any change in the law that might have affected her decision to enter into this Settlement or any discovery that the facts or the law relative to the matters released herein are different from what were understood at the time of signing this Settlement. Class Representative expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
2 DEBTOR OR RELEASED PARTY.

3 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a  
4 full and complete release and discharge of all parties, Class Representative and Class Counsel  
5 expressly acknowledge that this Settlement Agreement is intended to include in its effect,  
6 without limitation, all claims that Class Representative knew of, as well as all claims that she  
7 does not know or suspect to exist in her favor against the Released Parties, or any of them, for  
8 the time period from the beginning of time to the execution of this Settlement Agreement, and  
9 that this Settlement Agreement contemplates the extinguishment of any such Class  
10 Representative's claims.

11 **F. Interim Stay of Proceedings**

12 54. Pending completion of all of the prerequisites necessary to effectuate this  
13 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the  
14 Action except such as are necessary to effectuate the Settlement, including amending the  
15 operative complaint.

16 **G. Notice Process**

17 55. Appointment of Settlement Administrator. The Parties have agreed to the  
18 appointment of the Settlement Administrator to perform the duties of a settlement administrator,  
19 including mailing the Notice, using standard devices to obtain forwarding addresses,  
20 independently reviewing and verifying documentation associated with any claims or opt-out  
21 requests, resolving any disputes regarding the calculation or application of the formula for  
22 determining the Individual Settlement Amounts, drafting and mailing the settlement checks to  
23 Participating Class Members, issuing W-2 and 1099 Tax Forms, unclaimed funds due diligence,  
24 reporting and remittance obligations, and performing such other tasks as set forth herein or as  
25 the Parties mutually agree or that the Court orders.

26 56. Disputes Regarding Settlement Administration. Any and all disputes relating to  
27 administration of the Settlement by the Settlement Administrator (except for disputes regarding  
28 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction

over the terms and conditions of this Settlement Agreement, until Plaintiff and Defendant notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiff, Settlement Class Members, and Class Counsel any W-2, 1099, or other Tax Forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

57. Class Data. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential, shall be used solely to administer the Settlement, and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

58. Notice. The Notice, as approved by the Court, shall be sent by the Settlement Administrator to the Settlement Class Members, by first class mail, in English and Spanish, within ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Settlement Class Members if any envelopes are returned.

59. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Settlement Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except that it shall notify the Class

1 Member that the exclusion (opt-out) request or objection must be returned by the later of the  
2 Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

3 60. Presumption Regarding Receipt of Notice. It will be conclusively presumed that  
4 if an envelope has not been returned within thirty (30) days of the mailing that the Settlement  
5 Class Member received the Notice.

6 61. Disputes Regarding Class Data. Class Members are deemed to participate in the  
7 Settlement, unless they opt-out. The Notice will inform Class Members of his/her estimated  
8 Individual Settlement Amount and the number of Weeks Worked during the Class Period.  
9 Class Members may dispute their Weeks Worked if they feel they were employed more  
10 workweeks in the Class Period in California than Defendant's records show by timely  
11 submitting evidence to the Settlement Administrator. Defendant's records will be presumed  
12 determinative absent reliable evidence to rebut Defendant's records, but the Settlement  
13 Administrator will evaluate the evidence submitted by the Class Member and provide the  
14 evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in  
15 good faith about the evidence to determine the Class Member's actual number of Workweeks  
16 Worked and estimated Individual Settlement Amount. If Class Counsel and Defense Counsel  
17 are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a  
18 final decision. Class Members will have until the Notice Response Deadline to dispute  
19 Workweeks Worked, object or opt out, unless extended by the Court. In the event that the  
20 Settlement Administrator increases the number of Workweeks Worked for any Settlement Class  
21 Member, then the Settlement Administrator will recalculate the Pay Period Value; accordingly,  
22 in no event will Defendant be required to increase the Gross Settlement Amount.

23 62. Declaration of Due Diligence. The Settlement Administrator shall provide  
24 counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a  
25 declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

26 63. Settlement Class Members' Rights. Each Settlement Class Member will be fully  
27 advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or  
28 request exclusion from the Settlement. The Notice will inform the Settlement Class Members

1 of the Court-established deadlines for filing objections or requesting exclusion from the  
2 Settlement in accordance with the following guidelines:

3 (a) Requests for Exclusion from Settlement Class. Settlement Class  
4 Members may object to or request to be excluded from the Settlement, but may not do both Any  
5 Settlement Class Member, other than Plaintiff, may request to be excluded from the Settlement  
6 Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on  
7 or before the Notice Response Deadline. The Request for Exclusion should state:

8 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS  
9 IN THE VILLA V. SHARECARE LAWSUIT. I UNDERSTAND  
10 THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT  
11 CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE  
12 SETTLEMENT OF THIS LAWSUIT."

13 Any Request for Exclusion must include the full name, address, telephone number, last  
14 four digits of the social security number or date of birth, a statement that that he/she has  
15 received the Notice and that he/she understands that he/she is still bound by the release of the  
16 PAGA claims upon final approval of the Settlement, and a signature under penalty of perjury of  
17 the Settlement Class Member requesting exclusion. The Request for Exclusion must be  
18 returned by mail to the Settlement Administrator at the specified address. Any such Request  
19 must be made in accordance with the terms set forth in the Notice. A Request for Exclusion  
20 will be timely only if postmarked by the Notice Response Deadline unless the Parties otherwise  
21 agree in writing. A Request for Exclusion may not be submitted on behalf of a group. Any  
22 Settlement Class Member who timely requests exclusion in compliance with these  
23 requirements: (i) will not have any rights under this Agreement, including the right to object,  
24 appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under  
25 this Agreement; and (iii) will not be bound by this Agreement, or the Judgment, except as to the  
26 release of PAGA claims herein. No Party, nor Class Counsel or Defense Counsel, or anyone  
27 acting on any of their behalf or at any of their direction, may encourage Settlement Class  
28 Members to request to be excluded from the Settlement Class.

1 Settlement Class Members who submit a Request for Exclusion shall be permitted to  
2 rescind it by submitting a written request to rescind their Request for Exclusion to the  
3 Settlement Administrator postmarked no later than the Notice Response Deadline. Any  
4 rescission request must state the name, address, date of birth, and telephone number of the  
5 Settlement Class Member requesting rescission, that he/she has received the Notice and  
6 submitted a Request for Exclusion, a clear and unequivocal statement that the Settlement Class  
7 Member wishes to rescind the Request for Exclusion and be included in the Settlement; and the  
8 signature of the Settlement Class Member under penalty of perjury.

9 The Settlement Administrator shall promptly log each Request for Exclusion that it  
10 receives and provide copies of the log and all such requests to counsel for Defendant, as  
11 requested. The Settlement Administrator shall prepare a list of all members of the Settlement  
12 Class who timely and properly requested exclusion from the Settlement and shall, before the  
13 final approval hearing, submit an affidavit to the Court attesting to the accuracy of the list.

14 All members of the Settlement Class who are not included in the exclusion list approved  
15 by the Court shall be bound by this Settlement, and all their claims shall be released as provided for  
16 herein, even if they never received actual notice of the Action or this proposed Settlement.  
17 Notwithstanding the submission of a timely Request for Exclusion, Class Members will still be  
18 bound by the settlement and release of the PAGA claims or remedies under the Final Judgment  
19 pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009). Requests for exclusion do not apply  
20 to the PAGA claims.

21 (b) Binding Effect on Final Settlement Class Members. Except for those  
22 Settlement Class Members who exclude themselves in compliance with the procedures set forth  
23 above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for  
24 all purposes under this Agreement; (ii) will be bound by the terms and conditions of this  
25 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise  
26 provided herein, will be deemed to have waived all objections and oppositions to the fairness,  
27 reasonableness, and adequacy of the Settlement.

1 (c) Objections to Settlement. Any Settlement Class Member, other than  
2 Plaintiff, may object to the terms of this Agreement. To object, a Settlement Class Member  
3 shall inform the Settlement Administrator, in writing, of his or her objection which must be  
4 postmarked by the Notice Response Deadline at the address set forth in the Notice. Such  
5 objection shall include the full name, address, telephone number, dates of employment with  
6 Defendant of the Objecting Settlement Class Member, the case name and number, the basis for  
7 the objection, including any legal support and each specific reason in support of the objection,  
8 as well as any documentation or evidence in support thereof, the Objecting Settlement Class  
9 Member's signature under penalty of perjury, and, if the Objecting Settlement Class Member is  
10 represented by counsel, the name and address of his or her counsel. If any Objecting Settlement  
11 Class Member wishes to speak at the Final Approval Hearing, that Objecting Settlement Class  
12 Member's written submission must include a request to be heard, and the Court will determine  
13 whether Objecting Settlement Class Members will be permitted to speak. The Settlement  
14 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within  
15 three (3) days of receipt, and the Settlement Administrator shall attach the same to its  
16 declaration of due diligence that will be filed with the Court prior to the Final Approval  
17 Hearing. Any Participating Class Member who files an objection remains eligible to receive  
18 monetary compensation from the Settlement. Plaintiff and Defendant shall not be responsible  
19 for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related  
20 to any objections to the Settlement. Submitting an objection does not preserve the right to  
21 appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record  
22 by timely and properly intervening or filing a motion to vacate the judgment under Code of  
23 Civil Procedure § 663. No Party, nor Class Counsel or Defense Counsel, or anyone acting on  
24 any of their behalf or at any of their direction, may encourage Settlement Class Members to  
25 object to this Agreement.

26 The right to object to the proposed Settlement must be exercised individually by a  
27 Member of Settlement Class or through counsel, and not as a member of a group, subgroup,  
28 class, or subclass. To be valid and effective, any objections to approval of the Settlement must

1 be submitted to the Settlement Administrator, Class Counsel and counsel for Defendant no later  
2 than the Notice Response Deadline. The date of the postmark on the return-mailing envelope  
3 shall be the exclusive means used to determine whether objection has been timely submitted.

4 (d) Failure to Object. Any Settlement Class Member who desires to object  
5 but fails to timely submit a written objection waives any right to object and will be foreclosed  
6 from making any objection to this Settlement. Any Settlement Class Member who does not  
7 timely and properly become a party of record by intervening or filing a motion to vacate the  
8 judgment waives any and all rights to appeal from the Judgment, including all rights to any  
9 post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment,  
10 motion for new trial, a motion under California Code of Civil Procedure section 473, and  
11 extraordinary writs.

12 (e) Responses to Objections. Counsel for the Parties may file a response to  
13 any objections submitted by Objecting Settlement Class Members at least five (5) court days  
14 before the date of the Final Approval Hearing.

15 64. Settlement Class Members will have until the Notice Response Deadline to  
16 object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The  
17 Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel what  
18 objections or Requests for Exclusion were timely submitted on a weekly basis, and upon the  
19 request of Class Counsel or Defense Counsel.

20 65. Funding of the Settlement Amount. Defendant shall make a one-time deposit  
21 into the QSF of the Settlement Amount, as described in Paragraph 44(a) that is necessary to  
22 make all payments required under this Settlement, within thirty (30) calendar days after  
23 Effective Date of the Settlement.

24 66. Distribution of Funds. No later than ten (10) calendar days after deposit of the  
25 Settlement Amount into the QSF, the Settlement Administrator will mail the payments to the  
26 Participating Class Members, the payment for the attorneys' fees and costs to Class Counsel,  
27 any Service Payment to the Class Representative, the payment to the LWDA for PAGA  
28 penalties, and will pay itself the Settlement Administration Costs.

1           67.   Deadline for Cashing Settlement Checks. Participating Class Members shall  
2 have 180 calendar days after mailing by the Settlement Administrator to cash their settlement  
3 checks. If any Participating Class Member's check is not cashed within that period, the check  
4 will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the  
5 unclaimed funds to the California State Controller's Office in the name of the Class Member.  
6 The release will be binding upon all Participating Class Members who do not cash their checks  
7 within the 180-day period. In the event that any settlement check is returned to the Settlement  
8 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)  
9 business days of receipt of the returned settlement check, perform a skip trace to locate the  
10 individual. If a new address is located by these means, the Settlement Administrator will have  
11 ten (10) business days to re-issue the check and will notify Defense Counsel and Class Counsel  
12 that a re-issued check has been sent. Neither Defendant, Defense Counsel, Class Counsel,  
13 Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen settlement  
14 checks, forged signatures on settlement checks, or unauthorized negotiation of settlement  
15 checks. Without limiting the foregoing, in the event a Participating Class Member notifies the  
16 Settlement Administrator that he or she believes that a settlement check has been lost or stolen,  
17 the Settlement Administrator shall immediately stop payment on such check. If the check in  
18 question has not been negotiated prior to the stop payment order, the Settlement Administrator  
19 will issue a replacement check.

20           68.   No person shall have any claim against Defendant, Defense Counsel, Plaintiff,  
21 Class Counsel, or the Settlement Administrator based on mailings, distributions, payments or  
22 reports made in accordance with or pursuant to this Agreement. This provision does not,  
23 however, prevent a Party from seeking enforcement of this Agreement.

24           69.   Without prejudice to any other remedies, the Settlement Administrator shall  
25 agree to be responsible for any breach of its obligations (whether committed by the Settlement  
26 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless  
27 from and against all liabilities, claims, causes of action, costs and expenses (including legal fees  
28 and expenses) arising out of any breach committed by the Settlement Administrator or its

agents.

**H. Duties of the Parties Prior to the Court's Approval**

70. Plaintiff will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payment;

(b) Approving as to form and content the proposed Notice;

(c) Directing the mailing of the Notice by first class mail to the Settlement Class Members;

(d) Preliminarily approving this Settlement; and

(e) Preliminarily certifying the class for purposes of this Settlement.

**I. Duties of the Parties Following Court's Final Approval**

71. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit a proposed Final Approval Order in a form that is mutually agreed upon by the Parties in advance:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representative, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement, thereby permanently barring all Settlement Class Members from prosecuting any Released Claims against any of the Released Parties.

**J. Voiding the Agreement**

72. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the

1 Settlement, or if the Court enters the Judgment and appellate review is sought, and on such  
2 review, the entry of Judgment is vacated, modified in any way, or reversed, or if the Final  
3 Approval Order does not otherwise become Final, the entire Settlement Agreement be cancelled  
4 and terminated, unless all Parties, in their sole discretion within thirty (30) days from the date of  
5 such ruling, provide written notice to all other Parties hereto of their intent to proceed with the  
6 Settlement under the terms of the Judgment as it may be modified by the Court or any appellate  
7 court..

8 73. No later than twenty-one (21) calendar days after the Notice Response Deadline,  
9 the Settlement Administrator shall provide to counsel for Defendant a complete exclusion list  
10 together with copies of the exclusion requests. Notwithstanding any other provision of this  
11 Settlement, if fifteen or more Class Members timely submit a Request for Exclusion, Defendant  
12 shall have the option of terminating or modifying this Agreement and Defendant being relieved  
13 of any obligation to pay the Settlement Amount or any other obligations from the Settlement by  
14 giving notice to Plaintiff's Counsel and the Settlement Administrator within ten (10) days of the  
15 Notice Response Deadline. If Defendant exercise the option under this paragraph, Defendant  
16 shall be solely responsible for all Settlement Administration Costs incurred. Defendant shall not  
17 be responsible for paying any of the attorneys' fees or costs set forth in this Settlement, or any  
18 other fees and/or costs incurred by Class Counsel to effectuate this Settlement. Defendant's  
19 termination of this Settlement shall have the same effect as would non-approval of the  
20 Settlement by the Court: the Parties shall revert to their previous positions, with all parties to  
21 this Settlement to stand in the same position, without prejudice, as if this Settlement had been  
22 neither entered into nor filed with the Court.

23 74. In the event that Defendant has already provided funds to the Settlement  
24 Administrator in accordance with this Settlement, and (i) the Settlement is not approved, is  
25 overturned, or is materially modified by the Court or on appeal, (ii) the Judgment does not  
26 become Final, or (iii) this Settlement is terminated, cancelled, or fails to become effective for any  
27 reason, then within five (5) business days after written notice is provided by Defendant's counsel  
28 to the Settlement Administrator, all funds provided pursuant to this Settlement, less any

Administration Expenses incurred but not yet paid, shall be returned to Defendant.

75. In the event that (i) the Settlement is not approved, is overturned, or is materially modified by the Court or on appeal, (ii) the Judgment does not become Final, or (iii) this Settlement is terminated, cancelled, or fails to become effective for any reason, then all orders entered in connection with the Settlement, including the certification of the Settlement Class, shall be vacated without prejudice to any Party's position on the issue of class certification, or any other issue, in this Action or any other action, and the Parties shall be restored to their litigation positions existing on the date of execution of this Settlement; and all matters covered by this Settlement and the releases contained herein shall be null and void. In such event, nothing in this Settlement or any draft thereof, or of the discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions leading to the execution of this Settlement shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Action or in any other proceeding or forum nor shall any such matter be used or construed by or against any Party as a determination, admission, or concession of any issue of law or fact in this or any other litigation or proceeding, and the Parties do not waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense of the Action as if this Settlement never existed. Except for purposes of this settlement, Defendant expressly reserves all rights to contest all class action allegations at any time and in any proceeding or forum.

76. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

77. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne by Defendant.

**K. Other Terms**

78. Res Judicata. The Released Parties shall have the right to file this Settlement, the Final Approval Order and Judgment, and any other documents or evidence relating to the Settlement in any action that may be brought against them in order to support a defense or

1 counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith  
2 settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion  
3 or similar defense or counterclaim.

4 79. Waiver. The waiver by one Party of any breach of this Agreement by another  
5 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

6 80. No Publicity. The Parties agree that Class Counsel or any other attorneys acting  
7 for Class Members or Plaintiff shall not make any press releases or conduct any press  
8 conferences regarding the Lawsuit or the settlement of the Lawsuit with Defendant, including  
9 the terms of the settlement.

10 81. Parties' Authority. The signatories hereto represent that they are fully authorized  
11 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions  
12 hereof.

13 82. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to  
14 accomplish the terms of this Settlement Agreement, including but not limited to, execution of  
15 such documents and to take such other action as may reasonably be necessary to implement the  
16 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their  
17 best efforts, including all efforts contemplated by this Settlement Agreement and any other  
18 efforts that may become necessary by order of the Court, or otherwise, to effectuate this  
19 Settlement Agreement and the terms set forth herein. As soon as practicable after execution of  
20 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of  
21 Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary  
22 and final approval of the settlement, and the final entry of judgment.

23 83. No Prior Assignments. The Parties hereto represent, covenant, and warrant that  
24 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,  
25 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,  
26 cause of action or rights released and discharged by this Settlement Agreement.

27 84. No Admission. Defendant denies any and all liability to Plaintiff and/or any  
28 Settlement Class Member in this Action, as to any and all causes of action that were asserted or

1 that might have been asserted in this Action. Nonetheless, Defendants wish to settle and  
2 compromise the matters at issue in the Complaint to avoid further substantial expense and the  
3 inconvenience and distraction of protracted and burdensome litigation. Defendant also has  
4 taken into account the uncertainty and risks inherent in litigation, and without conceding any  
5 infirmity in the defenses that they have asserted or could assert against Plaintiff, have  
6 determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and  
7 upon the terms and conditions set forth in this Agreement.

8 85. Inadmissibility of Agreement. Whether or not the Court issues the Final  
9 Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement,  
10 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing  
11 on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has  
12 entered into this Settlement Agreement with the intention of avoiding further disputes and  
13 litigation with the attendant inconvenience and expenses. This Settlement Agreement is a  
14 settlement document, and it, along with all related documents such as the notices, and motions  
15 for preliminary and final approval, shall, pursuant to California Evidence Code section 1152  
16 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an  
17 action or proceeding to approve the settlement, and/or interpret or enforce this Settlement  
18 Agreement. The stipulation for class certification as part of this Settlement Agreement is for  
19 settlement purposes only and if, for any reason the settlement is not approved, the stipulation  
20 will be of no force or effect.

21 86. Notices. Unless otherwise specifically provided herein, all notices, demands or  
22 other communications given hereunder shall be in writing and shall be deemed to have been  
23 duly given as of the third business day after mailing by United States registered or certified  
24 mail, return receipt requested, addressed:

25 To the Settlement Class:

26 Mehrdad Bokhour  
27 *mehrdad@bokhourlaw.com*  
1901 Avenue of the Stars, Suite 450  
28 Los Angeles, California 90067  
Tel: (310) 975-1493; Fax: (310) 675-0861

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Joshua Falakassa  
*josh@falakassalaw.com*  
 1901 Avenue of the Stars, Suite 450  
 Los Angeles, California 90067  
 Tel: (818) 456-6168; Fax: (888) 505-0868

To Defendant:

Terence L. Greene  
*tgreene@delmoregreene.com*  
 Ross M. Poole  
*rpoole@delmoregreene.com*  
 600 W. Broadway, Suite 400  
 San Diego, California 92101  
 Tel: (619) 515-1194; Fax: (619) 515-1197

87. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement Agreement. Plaintiff and Defendants expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

88. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

89. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

90. Representation by Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this

Settlement and that this Settlement has been executed with the consent and advice of counsel.

91. Authority of Counsel: Counsel for Plaintiff, identified above, warrant and represent that they are expressly authorized by Plaintiff to take all appropriate action required or permitted to be taken pursuant to this Settlement in order to effectuate its terms. Counsel for Defendants warrant and represent that they are authorized by Defendants to take all appropriate action required or permitted to be taken pursuant to this Settlement in order to effectuate its terms.

92. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiff and Defendant agrees to seek the help of the mediator to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiff or Defendant.

93. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

94. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

95. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

96. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Class member execute this Settlement Agreement. The Notice will advise all

Settlement Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Settlement Agreement were executed by each Settlement Class Member.

97. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

#### APPROVAL AND EXECUTION BY PARTIES:

Dated: August \_\_, 2021

#### CLASS REPRESENTATIVES:

9/17/2021

DocuSigned by:  
  
 67D08799823945E

Beatrice Villa

Dated: August \_\_, 2021

#### DEFENDANT:

SHARECARE HEALTH DATA SERVICES, LLC

Sep 20, 2021

Colin B. Daniel  
 By \_\_\_\_\_  
 Title EVP Accounting & HR

**APPROVED AS TO FORM:**

Dated: August \_\_, 2021

9/17/2021

**CLASS COUNSEL:****BOKHOUR LAW GROUP, P.C.**

DocuSigned by:



Mehrdad Bokhour

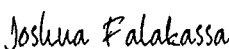
Attorneys for Plaintiff and the Putative Class

Dated: August \_\_, 2021

9/17/2021

**FALAKASSA LAW, P.C.**

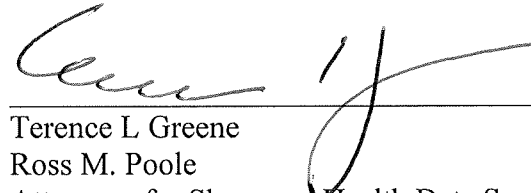
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Joshua Falakassa

Attorneys for Plaintiff and the Putative Class

Dated: August \_\_, 2021

*Sept. 22, 2021***DEFENDANT'S COUNSEL:****DELMORE GREENE LLP**

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# SC Legal - Beatrice Villa vs. Sharecare Health Data Services, LLC

Final Audit Report

2021-09-21

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