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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JEFFREY GREGORY, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

VERIO HEALTHCARE, INC., a California
corporation; and DOES 1-50, Inclusive.

Defendants.

Case No. 20STCV37254

**DECLARATION OF JACLYN JOYCE,
ESQ. IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA SETTLEMENT**

Date: August 13, 2024

Time: 10:00 a.m.

Judge: Hon. Kenneth R. Freeman

Dept.: 14

1 I, Jaclyn Joyce, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law at the law firm
4 of ZAKAY LAW GROUP, APLC (hereinafter "Class Counsel"). I am co-counsel of record for Plaintiff
5 Jeffrey Gregory (hereinafter "Plaintiff" or "Class Representative") in this wage and hour class and
6 representative action filed against Defendant Verio Healthcare, Inc. (hereinafter "Defendant").

7 2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of
8 Class Action and PAGA Settlement.

9 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class
10 Action and PAGA Settlement Agreement and Corrected Class Notice (hereinafter "Settlement
11 Agreement" or "Agreement").

12 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed July 24, 2023,
13 Preliminary Approval Order.

14 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the February 25, 2022, proof
15 of filing the proposed Settlement with the LWDA.

16 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the proof of filing this motion
17 seeking final approval of this Settlement with the LWDA.

18 **I. INTRODUCTION**

19 7. An objective evaluation of the proposed settlement of One Hundred and Fifty Thousand
20 Dollars and Zero Cents (\$150,000.00) ("Gross Settlement Amount") confirms that the relief negotiated
21 on behalf of the Class is fair, reasonable, and valuable. The Settlement is a product of informed,
22 adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Jeffery
23 Krivis, Esq., a highly regarded mediator of wage and hour class actions. After deducting any Court-
24 approved attorneys' fees and litigation costs, class representative service payment, settlement
25 administration fees, and the PAGA Payment, the net settlement fund shall be distributed to the Class
26 based on the number of Workweeks they worked while employed by Defendant during the Class Period
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8. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

9. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and entry of the proposed Final Approval Order and Judgment.

II. OVERVIEW OF THE LITIGATION

10. Defendant is a supplier of quality manufactured disposable medical supplies throughout California, including Los Angeles County where Plaintiff worked. Plaintiff worked for Defendant as a non-exempt employee in California from August of 2018 to January 24, 2020. At all times during his employment, Plaintiff earned an hourly wage and was entitled to legally complaint meal and/or rest periods, minimum, regular, and overtime wages. Throughout his employment, Plaintiff was subject to Defendant's written policies and procedures.

11. Defendant forcefully denies liability for each of Plaintiff's claims. Further, Defendant assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies, compliant wage statements, reimbursed for all required business expenses, and payment of all wages upon separation.

12. On April 15, 2020, Plaintiff served Defendant and the Labor and Workforce Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code sections 2698 *et seq* (“PAGA”).

1 13. On September 29, 2020, Plaintiff filed a class action complaint in the Los Angeles
2 Superior Court, Case Number 20STCV37254 (the “Action”). The Action alleged eight causes of action
3 against Defendant for: (1) unfair competition in violation of Cal. Business & Professions Code § 17200;
4 (2) failure to pay overtime wages in violation of Cal. Labor Code § 510; (3) failure to pay minimum
5 wages in violation of Cal. Labor Code §§ 1194, 1197, and 1197.1; (4) failure to provide required meal
6 breaks in violation of Cal. Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure
7 to provide required rest breaks in violation of Cal. Labor Code §§ 226.7 & 512 and the applicable IWC
8 Wage Order; (6) failure to provide accurate itemized wage statements in violation of Cal. Labor Code
9 § 226; (7) failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; (8)
10 violation of the Private Attorneys General Act [Labor Code §§ 2698, et seq.].

11 14. Prior to mediation, the Parties agreed to informally produce additional documents and
12 data points subject to the mediation privilege, including but not limited to, significant sample of time
13 records and payroll records, as well as other documents and information. As discussed *infra*, Plaintiff’s
14 counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s
15 time and payroll data.

16 15. On April 23, 2021, the Parties participated in a full day mediation with Jeffrey Krivis,
17 Esq., a highly regarded mediator of wage and hour class actions. At the conclusion of the full-day
18 mediation, and after arms-length negotiations and bargaining, the Parties reached an agreement to settle
19 based on a mediator’s proposal. The basic terms were set forth in a signed Memorandum of
20 Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-
21 form settlement agreement, which is the subject of the instant motion.

22 **III. THE SETTLEMENT BEFORE THE COURT**

23 16. The Court preliminarily approved an initial Gross Settlement Amount of One Hundred
24 and Fifty Thousand Dollars and Zero Cents (\$150,000.00) based on a total of an estimated 3,500
25 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used:
26 (1) to satisfy each Participating Class Members’ Settlement Share; (2) to satisfy the Class
27 Representative Service Payment; (3) to satisfy the Class Counsel Fees Payment and Class Counsel

1 Litigation Expenses Payment; (4) to satisfy the PAGA Payment; and (5) to satisfy the Settlement
2 Administration Expenses incurred in this action.

3 17. Defendant has already funded the Settlement by depositing the Gross Settlement Amount
4 into a QSF account set up by the Settlement Administrator. The Parties agreed that the Settlement
5 Administrator will hold the Settlement funds in trust until the Court approves the Settlement and the
6 Court's order and judgment becomes final. A true and correct copy of the Parties' Agreement to Hold
7 Funds and Instructions For Settlement Payment is attached hereto as **Exhibit "5"**.

8 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

9 18. As detailed in the motion for preliminary approval, Class Counsel thoroughly
10 investigated the proposed Class Members' claims, applicable law, and potential defenses. Specifically,
11 Class Counsel assessed the value of the class claims using data and documents provided by Defendant
12 through informal discovery. Class Counsel obtained time, payroll, and policy records, as well as data
13 regarding the number of Class Members, workweeks, and average rate of pay to assess damages before
14 mediation. Class Counsel retained Berger Consulting Group ("BCG") to analyze Defendant's time and
15 payroll data to formulate damage models estimating Defendant's liability exposure. Class Counsel's
16 investigation, research, experience, and damage models informed and guided the mediated negotiations
17 that resulted in this settlement. Accordingly, Plaintiff's Counsel fully understood the strengths and
18 weaknesses of the class claims before the parties reached a settlement.

19 19. On April 23, 2021, the Parties conducted a full-day mediation with Jeffery Krivis, Esq.,
20 a highly regarded mediator of wage and hour class actions. Mediator Krivis helped to manage the
21 Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The
22 Parties made substantial progress with Mediator Krivis' assistance. Namely, the Parties exchanged
23 information regarding their respective claims and defenses, including their respective evaluations of the
24 damages. After a full day of arm's length and adversarial negotiations, the mediation concluded with a
25 settlement following the mediator's proposal. The amounts of the service awards were not negotiated
26 until after the parties agreed to the Gross Settlement Amount and many other terms. No action would
27

likely have been taken by Class Members individually, and no compensation would have been recovered for them, but for Plaintiff's service on behalf of the Class.

20. Class Counsel in this matter has extensive class action experience in multiple fields and has represented tens-of-thousands of persons in class actions. Counsel has previously litigated similar wage and hour class actions involving similar claims. Class Counsel has been approved as class counsel in similar wage and hour class actions throughout the State of California. As such, courts throughout the California have deemed Class Counsel experienced and knowledgeable in this area of law. Class Counsel has participated in every aspect of the settlement discussions and has concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class. See Declaration of Shani O. Zakay, ¶ 3, filed concurrently herewith.

D. The Gross Settlement Amount is Fair and Reasonable

21. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Class and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00) represents a discount on Defendant's potential exposure if Plaintiff established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk that could award significantly less in damages than Plaintiff's estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

22. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process,

1 Class Counsel projected a range of Defendant; liability exposure for the claims asserted on behalf of
2 the Class. The Gross Settlement Amount represents more than 30% of Defendant's *class-wide* damages
3 and interest liability exposure as estimated by Class Counsel at the time of mediation.

4 23. Clearly the goal of this litigation to obtain redress for the class has been met by this
5 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
6 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
7 approval.

8 **E. The Strength of Plaintiffs' Case and Risks of Continued Litigation**

9 24. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
10 ignore the asserted defenses. If successful on any one of its defenses, Defendant could defend the action
11 or, at least, drastically undercut Plaintiff's claims.

12 25. With respect to the most immediate challenge, i.e., class certification, the risks attendant
13 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
14 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
15 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
16 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
17 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
18 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
19 plaintiff in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077,
20 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
21 individualized questions of fact not susceptible to class treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176
22 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to
23 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
24 harm); *Campbell v. Best Buy Stores, L.P.,* (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
25 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
26 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
27 certification of driver meal and rest period claims based on the predominance of individual issues).

1 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
2 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
3 settlement.

4 26. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
5 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
6 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
7 drastically affect the value of Plaintiff's claims and, in fact, already has.

8 27. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O'Conner v. Uber*
9 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
10 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
11 that if Defendant faced a large adverse judgement, Defendant undoubtedly have the resources to post a
12 bond and appeal. A post-judgment appeal by Defendant would have required many more years to
13 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
14 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
15 an uncertain result three or more years in the future.

16 28. The Class Representative and Class Counsel recognize the expense and length of a trial
17 against Defendant through possible appeals which could take another three years. In arriving at their
18 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
19 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
20 of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in
21 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
22 mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an
23 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial
24 monetary and non-monetary benefits upon the Class. Based upon their evaluation, the Class
25 Representative and Class Counsel have determined that the Settlement set forth in the Agreement is in
26 the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 22nd day of July, 2024, at Cary, North Carolina.

By: Jaclyn Joyce

EXHIBIT 1

CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Jeffrey Gregory (“Plaintiff”), individually and as a representative of the Class as defined below and on behalf of all others similarly situated, and defendant Verio Healthcare, Inc. (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the capitalized terms below have the following meaning in this Agreement:

- A. “Action” means the lawsuit and Complaint that was filed in California state court and any amendments thereto, which is currently captioned Jeffrey Gregory v. Verio Healthcare, Inc. Case No. 20STCV37254 pending in Superior Court of the State of California, County of Los Angeles.
- B. “Class” and “Class Members” mean all non-exempt employees who are or previously were employed by Defendant Verio Healthcare, Inc. (“Defendant”) as Drivers and/or who earned an “On Call Fee” in California during the period of September 29, 2016 to April 23, 2021.
- C. “Class Counsel” means Zakay Law Group, APLC and Blumenthal Nordrehaug Bhowmik De Blouw, LLP.
- D. “Class Counsel Fees Payment” means the amounts to be paid to Class Counsel as approved by the Court to compensate them for, respectively, their legal work in connection with this Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and “Class Counsel Litigation Expenses Payment” means the amount awarded by the Court to pay Class Counsel for all litigation expenses billed in connection with this Action. Class Counsel Fees Payment shall be divided between Class Counsel as follows: 60% to Zakay Law Group, APLC, and 40% to Blumenthal Nordrehaug Bhowmik De Blouw, LLP.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; and the number of workweeks that he or she worked for Defendant and/or the Released Parties during the Class Period as a Class Member.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement of Class and Collective Action and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.

- H. “Class Period” means the period of time from September 29, 2016 to April 23, 2021.
- I. “Class Representative Service Payment” means the service payment made to Plaintiff in his capacity as a Class Representative in order to compensate him for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendant’s expenses in the event he was unsuccessful in the prosecution of the Action.
- J. “Court” means the Los Angeles County Superior Court.
- K. “Defendant’s Counsel” means Mike Caspino of Forward Counsel, LLP.
- L. “Effective Date” means the date by which all of the following have occurred:
- a. This Agreement is approved by the Court at the Final Approval Hearing; and
 - b. The Judgment becomes Final as defined in Section I(N) of this Agreement.
- M. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- N. “Final,” means the last of the following dates, as applicable:
- a. If Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - b. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- O. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- P. “Gross Settlement Amount” means One Hundred and Fifty Thousand (\$150,000) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments contemplated in this Agreement, excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- Q. “Judgment” means the Order Granting Final Approval of Class Action Settlement and Judgment entered by the Court materially in the form evidenced by Exhibit C to this Agreement and incorporated by reference into this Agreement.
- R. “LWDA” means the California Labor and Workforce Development Agency.

- S. “Net Settlement Amount” means the Gross Settlement Amount less the Court approved amounts for the Class Representative Service Payment, the Class Counsel Fees and Expenses Payment, the PAGA Payment, and the Settlement Administrator’s fees and expenses.
- T. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- U. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- V. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference in this Agreement.
- W. “Released Class Claims” are defined as the claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the class period.
- X. “Released Parties” means Defendant, together with Defendant’s officers, shareholders, customers, directors, employees, agents, and all related parent, predecessor, successors, assigns, or affiliated entities.
- Y. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- Z. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- AA. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.
- BB. “PAGA Employees” means all non-exempt employees who are or previously were employed by Defendant as Drivers and/or who earned an “On Call Fee” in California during the period of April 15, 2019 to April 23, 2021.
- CC. “PAGA Period” means the period of time from April 15, 2019 to April 23, 2021.
- DD. “Released PAGA Claims” are defined as all PAGA claims alleged in the operative complaint and Plaintiffs PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period

II. RECITALS

- A. On September 29, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that Defendant:
1. Violated California Business and Professions Code § 17200 *et seq.*;
 2. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1
 3. Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*;
 4. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 5. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 6. Failed to provide accurate itemized statements in violation of California Labor Code § 226; and
 7. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.
 8. Violated the Private Attorney General Act 2698 *et seq.*

Plaintiff sought to represent a putative class of non-exempt employees who worked for Defendant in California. Plaintiff's Complaint alleged, *inter alia*, that Defendant failed to properly pay Plaintiff and Class Members minimum and overtime wages, failed to provide Plaintiff and Class Members with proper meal breaks and rest breaks, failed to provide Plaintiff and Class Members with complete and accurate wage statements, and failed to timely pay Plaintiff and Class Members all wages owed at the time of the termination of their employment.

- A. On April 23, 2021, the Parties participated in an all-day mediation presided over by Jeffery Krivis, a respected mediator of wage and hour class actions. At the conclusion of the full-day mediation, the Parties had not reached an agreement for settlement. However, Mediator Krivis presented a mediator's proposal to both Parties. After conferring with their clients, both Parties accepted the mediator's proposal without modification. The Parties' agreement was memorialized in a Memorandum of Understanding. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- B. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of a class and collective action for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest

certification of any class or collective action for any reason, and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is One Hundred and Fifty Thousand Dollars (\$150,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. Defendant will separately remit the employer's share of payroll taxes to the Settlement Administrator on the amount allocated to wages.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount within 15 days of the receipt of the Gross Settlement Amount from Defendant:
1. **To Plaintiff:** In addition to his Settlement Share, the Plaintiff will apply to the Court for an award of not more than \$7,500 for Plaintiff as a Class Representative Service Payment. Defendant will not oppose a Class Representative Service Payment. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$7,500 for Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to his payment. Plaintiff shall be solely responsible for any tax obligations with respect to this payment.
 2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than 1/3 of the Gross Settlement Amount (currently \$50,000.00) as their Class Counsel Fees Payment and an amount not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses. Defendant does not presently intend to oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court (but not more than 1/3 of the Gross Settlement Amount for fees and \$20,000 for costs, respectively) out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than 1/3 for fees and/or \$20,000 for costs, respectively, the remainder will be retained in the Net Settlement

Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees and Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of Class Counsel's fees and costs shall be made to Zakay Law Group, APC and Blumenthal Nordrehaug Bhowmik & De Blouw, LLP, by the Settlement Administrator in accordance with this Agreement.

3. **PAGA Payment.** The Parties will seek approval from the Court for a "PAGA Payment" of \$5,000 out of the Gross Settlement Amount, which shall be allocated \$3,750 to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$1,250 for distribution to the PAGA Employees (the "Net PAGA Amount"). If the Court approves a PAGA Payment of less than \$5,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
 4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses incurred in the administration of this Settlement that are documented and approved by the Court in an amount not to exceed \$3,500 ("Settlement Administration Expenses"). To the extent the fees and expenses that are documented and approved by the Court are less than \$3,500 the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
- C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:
1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
 2. **Net Settlement Allocation.** The Net Settlement Amount shall be allocated to all Class Members pursuant to Section III(C)(2)(a) below.
 - a) **Calculation.** The Settlement Share for each Participating Class Member will be calculated as follows: By (a) dividing the Class Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.

3. **PAGA Penalties Calculation.** The value of each PAGA Employee's PAGA Share will be based on the number of each PAGA Employee's Workweeks during the PAGA Period. Specifically, 25% of the approved PAGA Payment allocated to the Net PAGA Amount will be divided by the total number of Workweeks worked by all PAGA Employees and then taking that number and multiplying it by the number of Workweeks worked by each respective PAGA Employee.
4. **Withholding.**
 - a) Twenty percent (20%) of each Participating Class Member's Settlement Share is allocated towards settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Net Settlement Amount.
 - b) Eighty percent (80%) of each Participating Class Member's Settlement Share is allocated towards settlement of claims for interest penalties allegedly due to employees (the "Non-Wage Portion"). Accordingly, the Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
 - c) One Hundred percent (100%) of each PAGA Employee's PAGA Share is in settlement of claims for civil penalties. Accordingly, the PAGA Employee's PAGA Share shall not be subject to wage withholdings, and shall be reported on IRS Form 1099 and shall be paid from the Gross Settlement Amount.
5. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares. However, Non-Participating Class Members will still receive their pro-rata PAGA Share if employed during the PAGA Period.
1. **Class Size Modification.** At mediation, Defendant represented that the class consists of an estimated total of 42 Class Members who collectively worked 3,500 workweeks during the Class Period. Defendant will provide a declaration under oath as to the number of Class Members and workweeks worked by the members of the Class during the Class Period prior to the filing of the motion for preliminary approval. If the Workweek number is greater than 110% of the workweek estimate provided for herein, the end date of the Release Period and Class Period will be adjusted so that the number of workweeks in the Release Period and Class Period does not exceed 110% of the estimate (3,850 workweeks)

D. Appointment of Settlement Administrator. After obtaining a not-to-exceed quote from multiple qualified settlement administrators, The Parties will ask the Court to appoint Simpluris, an experienced wage and hour class action administrator, as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; maintaining the Settlement Fund account in an interest-bearing account; issuing the checks to effectuate the payments due under the Settlement; sending one reminder notice to members of the Class reminding them to cash their settlement checks, providing periodic updates on the status of uncashed checks, issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a) After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, or other documents necessary to implement the Settlement will be referred to the mediator, Jeffery Krivis, for resolution.

- b) At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- c) Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. Notice to Class Members. After the Court enters its Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- a) No later than 14 calendar days after the Court enters its Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator with each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. The Settlement Administrator shall update addresses using the National Change of Address database. This information will otherwise remain confidential and will not be disclosed to anyone (including Class Counsel, Plaintiff, or any other Class Members) in order to protect the privacy rights of Class Members, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. The confidentiality of Class Data will not impede Class Counsel's ability to discharge its fiduciary duties.
- b) Using best efforts to mail it as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c) If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) calendar days from receipt of the returned packet, search for a more current address for

the Class Member in the National Change of Address database and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to locate a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches in the National Change of Address database for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d) As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e) Not later than 10 calendar days before the date by which the Plaintiff file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Objections to Class Counsel Fees and Expenses Payment; Elections Not to Participate in Settlement. Participating Class Members may submit objections to the Settlement and objections to Class Counsel's Fees and Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a) **Objections to Settlement and Disputes as to Workweeks.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement must submit to the Settlement Administrator with copies to the Parties' Counsel, not later than 45 days after the Settlement Administrator first mails the Class Notice Packets, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address, written objections to the Settlement

setting forth the grounds for the objection. A Participating Class Member who fails to timely submit a written objection may still appear at the Final Approval hearing. A Participating Class Member who does not submit a written statement of objection in the manner and by the deadline specified above or appear at the Final Approval Hearing to object will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the settlement. Non Participating Class Members shall have no ability to comment on or object to the Settlement.

Each Class Member shall also have 45 calendar days from the date of the initial mailing of the Class Notice Packet, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address, in which to dispute the number of workweeks the Class Notice allocates to them during the Class Period. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any Notice of Dispute shall be directed to the Settlement Administrator.

- b) **Objections to Class Counsel Fees and Expense Payment.** Unless otherwise ordered by the Court, Class Counsel shall file their application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than the date the motion for final approval is to be filed, and the application will be scheduled to be heard by the Court at the Final Approval Hearing. The Class Notice will provide that Participating Class Members who wish to object to the Class Counsel's Fees and Expense Payment must submit to the Settlement Administrator, with copies to Parties' Counsel, not later than 45 days after the Settlement Administrator mails the Class Notice Packets, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address, written objection to the fees and costs setting forth the grounds for the objection. A Participating Class Member who does not submit a written statement of objection in the manner and by the deadline specified above or appear at the Final Approval Hearing to object will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Class Counsel Fees and Expense Payment. Non- Participating Class Members shall have no ability to object to Class Counsel Fees and Expense Payment.
- c) **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than 45 days after the Settlement Administrator first mails the Class Notice Packets, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back undeliverable, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate must be timely and must comply with the instructions in the Class Notice. If a question

is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by the Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement. However, any Class Member that submits a timely request for exclusion will still receive his/her pro PAGA Employee's PAGA Share only, but will not be bound by the Settlement Agreement otherwise, and will not be deemed to have released the Released Class Claims except Released PAGA Claims. The Notice will specifically explain that the Released PAGA Claims will be released whether or not a Class Member opts out in accordance with this paragraph.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims and Released PAGA Claims by the Participating Class Members set forth in this Agreement.

- d) **Report.** Not later than 10 calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members and all Non- Participating Class Members.

- 4. **Right of Parties to Reject Settlement.** If the Court does not approve the Settlement, the Parties will have the right, but not the obligation, to void the settlement and the Parties will have no further obligations under the Settlement. If twenty percent (20%) or more of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that Defendant exercises its right to void the Settlement. Defendant will notify Class Counsel and the Court

whether it is exercising this right to void no later than seven (7) days after the Settlement Administrator notifies the Parties of the total number of valid Elections Not to Participate in Settlement it has received.

- 5. No Solicitation of Objection or Election Not to Participate.** Neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

6. Additional Briefing and Final Approval.

- a) Class Counsel will file with the Court their application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date the Plaintiff files his Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
- b) No later than 16 court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses.
- c) If any opposition is filed, then not later than seven (7) days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses; and Plaintiff and Class Counsel may also file a reply in support of their motions for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
- d) If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- e) Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement

administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting the Judgment on the administrator's website.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely object to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within seventy (70) calendar days of the Effective Date if no appeal is filed. If an appeal is filed, then Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within ten (10) days from the final disposition of the appeal. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will pay to Participating Class Members, their Settlement Shares; to Plaintiff, his Class Representative Service Payments; to Class Counsel, their Class Counsel Fees Payment and the Class Counsel Litigation

Expenses Payment; to the LWDA, their LWDA Payment; and to the Settlement Administrator, its reasonable fees and expenses.

10. Uncashed Settlement Share Checks. A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. A Participating Class Member's cashing of a settlement check is considered the Participating Class Member's consent to join the lawsuit for purposes of FLSA. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If a Participating Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice the funds from such uncashed checks will be paid to a Children Advocacy Group in the name of the Settlement Class Member, and the Participating Class Member will remain bound by the Settlement.

11. Final Report by Settlement Administrator to Court. Within ten (10) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

- 1. Participating Class Members.** Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties.
- 2. Plaintiff.** As of the date the Judgment becomes Final and funding in full of the Gross Settlement Amount by Defendant, Plaintiff fully and finally releases the Defendant and the other Released Parties from any and all claims and damages of any and every kind and nature, actual and potential, known and unknown, which exist or may exist as of the date the Judgment becomes Final, including but not limited to all claims which were asserted or which could have been asserted in the Action, and any and all claims which arise out of Plaintiff's employment with Defendant, through and including the date the Judgment becomes Final ("Plaintiff's Released Claims"). This release excludes only the release of claims not permitted by law.
- 3. Plaintiff's Release.** Plaintiff is entering into an individual settlement agreement, which shall provide for an Individual Settlement Payment, and which shall provide for a broad release, including a waiver of Civil Code Section 1542. This release,

waiver and discharge of all claims shall include, but will not be limited to, any and all claims arising out of the Action, as well as the individual claims for wrongful termination and violations of privacy rights alleged in the Action. Specifically, Plaintiff's individual settlement agreement provides for the following release:

Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges Defendant, including its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act – Cal. Gov't Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.;

- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.;
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;
- Those provisions of the California Labor Code that lawfully may be released;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys’ fees incurred in these matters.

4. Class Counsel. As of the date the Judgment becomes Final and funding in full of the Gross Settlement Amount by Defendant, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys’ fees and expenses against Defendant arising from or related to the Action.

5. PAGA Release. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all PAGA Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release.

G. No Effect on Other Benefits. The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

H. Non-Disparagement Limitation on Public Statements About Settlement. Plaintiff and Class Counsel represent that they have not and will not issue any press, social media or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. Plaintiff understands and agrees that he shall not disparage or make comments that can be construed as negative of Defendant, its employees, or its programs to any third parties. Defendant understands and agrees that it shall not disparage or make comments that can be construed as negative of Plaintiff to any third parties. Defendant and Plaintiff understand that this is a material term of this Settlement Agreement, and should either Defendant or Plaintiff breach this obligation, Defendant and Plaintiff shall be liable for any damages caused by the failure to comply with this requirement.

I. Miscellaneous Terms.

1. No Admission of Liability or Class Certification for Other Purposes.

- a) Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement or the negotiation thereof is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).
- b) Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative

action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c) This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Mediator Gig Kyriacou for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.

7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and Class:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
3990 Old Town Avenue, Suite C204
San Diego, CA 92110
Tel: (619) 255-9047
Email: shani@zakaylaw.com

AND

Nicholas J. De Blouw
Blumenthal Nordrehaug Bhowmik & De Blouw LLP
2255 Calle Clara

La Jolla, CA 92037
Tel.: (858) 551 1223
Fax: (858) 551 1232
E-Mail: deblouw@bamlaw.com

To Defendant:

Michael W. Caspino, Esq.
Forward Counsel 4340 Von Karman, Suite 380
Newport Beach, CA 92660
Tel: 949 258-9359
Email: mcaspino@forwardcounsel.com

14. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

15. Continuing Jurisdiction. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement Agreement, in order to monitor and enforce compliance of this Settlement Agreement, and/or resolve any disputes over this Settlement Agreement or the administration of the benefits of this Settlement Agreement. The Parties further agree that the time within which to bring this action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of the signing of this agreement by all parties until entry of the final approval order and judgment, or if not entered, the date this agreement shall not longer be of any force or effect.

16. Court Filings

The Parties agree not to object to any Court filings consistent with this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

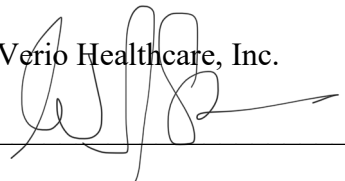
Oct 29, 2021
Dated: _____

Jeffrey Gregory



Jeffrey Gregory (Oct 29, 2021 00:37 PDT)

Dated: 10/27/21

Verio Healthcare, Inc.


Dated: _____

Blumenthal Nordrehaug Bhowmik & De Blouw

By: _____
Norman Blumenthal, Esq.
Attorneys for Plaintiff

Dated: 10/29/21

Zakay Law Group, APLC

By: 
Shani O. Zakay
Attorneys for Plaintiff

Dated: October 28, 2021

Forward Counsel, LLP

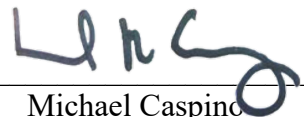
By: 
Michael Caspino
Attorneys for Defendant

EXHIBIT A

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All non-exempt employees who are or previously were employed by Defendant in California as Drivers and/or who earned an "On Call Fee" in California during the period of September 29, 2016, through September 28, 2018.

«I Mj ul l BarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
«BarcodeString»

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Jeffrey Gregory ("Plaintiff") against Verio Healthcare, Inc. ("Defendant") on September 29, 2020. The case is currently pending in the Los Angeles County Superior Court, Case No. 20STCV37254.

The lawsuit claims that Defendant violated sections of the California Labor Code, California Business and Professions Code, and sections of the applicable Industrial Welfare Commission Order. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked including minimum wages and overtime wages, did not provide accurate wage statements, did not timely pay all wages owed at the end of employment, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). The lawsuit claims that Defendant violated the California Labor Code, California Business and Professions Code, and sections of the applicable Industrial Welfare Commission Order, entitling Class Members to, *inter alia*, damages, penalties and restitution.

Defendant denies all alleged violations and denies that it owes Class Members and PAGA Employees any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Class Action and PAGA Settlement ("Agreement" or "Settlement"). On July 24, 2023, the Court granted preliminary approval of the Settlement, appointed Plaintiff Jeffrey Gregory as the Class Representative, and appointed his attorneys at Zakay Law Group, APLC and Blumenthal Nordrehaug Bhowmik De Blouw LLP as counsel for the Class ("Class Counsel").

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a driver and/or earned an "On Call Fee" in California during the period of September 29, 2016, through September 28, 2018.

Page 1 of 6
NOTICE

Questions? Contact the Settlement Claims Administrator toll free at 888-369-3780

«Barcode»
«BarcodeString»

SIMID «SIMID»

You are part of the Settlement, and a PAGA Member, if you were employed by Defendant as a driver and/or earned an “On Call Fee” in California during the period of April 15, 2019 through April 23, 2021.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of One Hundred and Fifty Thousand Dollars (\$150,000) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims, along with PAGA Members who may not exclude themselves from the settlement and are bound by the release of their PAGA claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 33.33% of the Gross Settlement Amount or Fifty Thousand Dollars (\$50,000);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Thousand Dollars (\$20,000);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500);
- D. **Settlement Administration Costs** which are currently estimated to be Three Thousand Five Hundred Dollars (\$3,500); and
- E. **PAGA Payment** in the amount of Five Thousand Dollars (\$5,000) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$3,750) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$1,250) will be distributed to hourly-paid and non-exempt employees who worked for Defendant from April 15, 2019 through April 23, 2021, for the release of their claims arising under PAGA, as described below.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment,” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a driver and/or earned an “On Call Fee” in California during the period of September 29, 2016, through September 28, 2018 (“Workweeks”). You are also eligible to receive from the settlement, your “Individual PAGA Settlement Payment,” for PAGA Penalties. This will also be determined on a *pro rata* basis based on the number of weeks you worked in California as a driver and/or earned an “On Call Fee” in California during the period of April 15, 2019 through April 23, 2021 (“PAGA Workweeks”).

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages and eighty percent (80%) interest and penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA settlement Payment will be appropriated as one hundred percent (100%) penalties. It will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked «MERGED_ClassWW_CALC» workweeks during the Class Period and «MERGED_PAGAWW_CALC» PAGA workweeks during the PAGA Period. Your Individual Settlement Payment is \$«MERGED_ClassEstSettAmnt_CALC» and your Individual PAGA Settlement Payment is \$«MERGED_PAGAEstSettAmnt_CALC». The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This Amount was determined based on Defendant’s record of your employment between September 29, 2016 and September 28, 2018, and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by **March 11, 2024**. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Released Claims” for the “Class Period.” In addition, upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, PAGA Employees, regardless of whether they submit a timely request for exclusion, will release the “Released Parties” from the “PAGA Released Claims” for the “PAGA Period.” All PAGA Employees will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all PAGA Released Claims with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

The “Released Parties” shall include Defendant together with Defendant’s officers, shareholders, customers, directors, employees, agents, and all related parent, predecessor, successors, assigns, or affiliated entities.

The “Released Claims” shall collectively means the claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside the Class Period.

The “Class Period” during which the release of Released Claims pertains is from September 29, 2016, through September 28, 2018.

The “PAGA Released Claims” shall mean all PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside the PAGA Period.

The “PAGA Period” during which the release of PAGA Released Claims pertains is from April 15, 2019 through April 23, 2021.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Released Claims (other than those which arise under the Private Attorney General Act, California Labor Code sections 2698 *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Claims you must submit a valid and timely written request for exclusion. You must include your name, address, telephone number, the last four digits of your social security number, signature, and date.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by **March 11, 2024**. You cannot exclude yourself by phone.

Gregory v. Verio Healthcare, Inc. Settlement Administrator
PO Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-3780

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Payment if you worked between April 15, 2019 through April 23, 2021, because the request for exclusion does not apply to this claim. You will not be legally bound by the release of Released Claims if you properly exclude yourself, except for PAGA Released Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Claims except for PAGA Released Claims.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has approved ZAKAY LAW GROUP, APLC and BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW, LLP as Class Counsel. The firm's contact information is:

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**
Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232

Class Counsel will ask the Court for attorneys' fees of up to \$50,000 and reimbursement of litigation cost/expenses of up to \$20,000. Class Counsel's Fees shall be divided between Class Counsel as follows: 60% to Zakay Law Group, APLC and 40% to Blumenthal Nordrehaug Bhowmik De Blouw, LLP. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

10. What if I want to object to this settlement?

If you are a Class Member, you can object to the Settlement, including to the award of Attorneys' Fees, Costs and/or Enhancement Award to Plaintiff, and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you may mail your objection to the Settlement Administrator. Do **NOT** file your written objection with the Court. To be timely, your written objection must be mailed to the Settlement Administrator so that it is **postmarked by March 11, 2024**. Your written objection must include your full name, address, telephone number, the last four digits of your social security number, signature, the settlement to which you are objecting: "*Gregory v. Verio Healthcare, Inc., et al. Wage and Hour Settlement*" and the specific reason(s), including any legal grounds, if any, for your objection. Your written objection must include whether you intend to appear at the Final Approval Hearing, either in person or through counsel. If you are represented by separate counsel, please state the name, address, bar number, and telephone number of all attorneys who will represent you. You may also object to the Settlement without

submitting a written objection by appearing at the Final Approval Hearing on the date and time, and at the location, provided below and making your objection orally with the Court's permission.

Please note that any written objections must be submitted by an individual Class Member, his or her legally authorized representative, or his or her attorney—not as a member of a group, class, or subclass. You may also appear in person at the Final Approval Hearing on **January 23, 2024**, to assert your objection in person or remotely, regardless of whether you submitted a timely written objection.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

12. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend either in person or remotely, but you do not have to attend. The Court will hold the Final Approval Hearing at **August 13, 2024** in Department 14, of the Los Angeles Superior Court—Spring Street Courthouse, located at 312 N. Spring St. Los Angeles, CA 90012. If the date and time for the Final Approval Hearing changes, the new date and time will be posted on the Settlement Administrator's website located at www.Simpluris.com/Case-Search. Check the Settlement Administrator's website for the most current information.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing **or** who appear at the hearing via audio or video to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Under General Order (2022-GEN-005-00) issued March 25, 2022, if you wish to attend the hearing in person, the Los Angeles County Superior Court strongly recommends, **but does not require**, that you wear a face mask inside the courthouse. Check the Court's website for the most current information.

13. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through "LA Court Connect" at <https://www.lacourt.org/lacc/>

14. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at www.Simpluris.com/Case-Search.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Parties from the Released Claims and PAGA Released Claims. You will not be able to participate in any other lawsuit against Defendant or Released Parties about the Released Claims and PAGA Released Claims, ever again. Your Individual Settlement Payment and Individual PAGA Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500 *et seq.*, in the names and

corresponding amounts associated with each Participating Class Member and/or PAGA Employee whose check(s) are cancelled, and you will remain bound by the Settlement.

GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.Simpluris.com/Case-Search or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

17. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

EXHIBIT 2

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FILED
Superior Court of California
County of Los Angeles
07/24/2023

David W. Slayton, Executive Officer / Clerk of Court
By: I. Arellanes Deputy

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF LOS ANGELES

JEFFREY GREGORY, an individual on
behalf of himself and on behalf of all
persons similarly situated,

Plaintiff,
v.

VERIO HEALTHCARE, INC.; and DOES
1-50, Inclusive,

Defendants.

Case No: 20STCV37254

~~PROPOSED~~ **ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Hearing Date: July 11, 2023
Hearing Time: 10:00 am

Judge: Hon. Kenneth R. Freeman
Dept.: 14

Action Filed: 9/29/2020

1 On July 11, 2023, a hearing was held on Plaintiff JEFFREY GREGORY's ("Plaintiff")
2 Motion for Preliminary Approval of Class and PAGA Action Settlement. Zakay Law Group,
3 APLC appeared for Plaintiff. Forward Counsel, LLP appeared for Defendant VERIO
4 HEALTHCARE, INC. ("Defendant").

5 The Court having read and considered the papers on the motion, the arguments of counsel,
6 and the law, and good cause appearing therefore,

7 **IT IS ORDERED:**

8 1. This Order incorporates the defined terms in the Stipulation of Class Action and
9 PAGA Settlement (the "Agreement" or "Settlement"). Unless otherwise specified, all capitalized
10 terms in this Order shall have the same meaning given to those terms in the Agreement.

11 2. The Class is defined as all non-exempt employees who are or previously were
12 employed by Defendant in California as Drivers and/or who earned an "On Call Fee" in
13 California during the period of September 29, 2016, through April 23, 2021 (the "Class Period").
14 "PAGA Employees" are defined as all non-exempt employees who are or previously were
15 employed by Defendant in California as Drivers and/or who earned an "On Call Fee" in
16 California during the period of April 15, 2019 through April 23, 2021 ("PAGA Period").
17 Pursuant to the Agreement, the Class is conditionally certified for settlement purposes only.

18 3. The Parties' Agreement is granted preliminary approval as it meets the criteria for
19 preliminary settlement approval. The Settlement falls within the range of possible approval as
20 fair, adequate and reasonable, and appears to be the product of arm's-length and informed
21 negotiations and to treat all Class Members fairly. Continued litigation would have been
22 expensive for both sides. The Parties acknowledge that litigating and trying this action may have
23 resulted in delay of any recovery, involved significant risk as to liability and certification, and led
24 to possible appeals. Class Counsel received the relevant information for the Class. Plaintiff has
25 adequately demonstrated that the Settlement did not occur until Plaintiff and Class Counsel
26 possessed sufficient information to evaluate the case and make an informed decision about
27 settlement.

28 4. The Parties' proposed notice plan is legally sound because individual notices will be

1 mailed to all Class Members whose identities are known to the Parties, and such notice is the best
2 notice practicable. The Parties' proposed Notice of Proposed Class Action Settlement ("Class
3 Notice") attached to the Agreement as Exhibit 1, sufficiently informs Class Members of the terms
4 of the Settlement, their rights under the Settlement, their rights to object to the Settlement, their
5 right to receive a Settlement Award or elect not to participate in the Settlement, the processes for
6 doing so, and the date and location of the Final Approval Hearing. The Class Notice also provides
7 notice that PAGA Members will receive payment from the Net PAGA Amount and will be bound
8 by and release all Released PAGA Claims, irrespective of whether they opt out of the Settlement.
9 Thus, the Court approves the Settlement Notice because it provides adequate notice to Class
10 Members.

11 5. Any Class Member who does not submit a valid request for exclusion will receive an
12 Individual Settlement Payment based upon the allocation formula in the Agreement. Class
13 Members who wish to exclude themselves from the Settlement must mail a signed Request for
14 Exclusion to the Settlement Administrator not later than 45 days after the Settlement
15 Administrator mails the Settlement Notice Packets to them. PAGA Members will receive
16 payment from the Net PAGA Amount and will be bound by and release all Released PAGA
17 Claims, irrespective of whether they opt out of the Settlement.

18 6. Any Class Member who elects not to participate in the Settlement has 45 days after
19 the mailing of the Class Notice to request exclusion from the Settlement pursuant to the
20 procedures set forth in the Class Notice. Any Class Member who wishes to object to the
21 Settlement, the proposed Class Counsel's Fees and Costs, and/or Class Representative Incentive
22 Payment will have the opportunity to do so at the Final Approval Hearing.

23 7. Class Counsel must file their application for Class Counsel's Fees and Costs
24 concurrently with their motion for final approval of the Settlement.

25 8. Simpluris is appointed to act as the Settlement Administrator, pursuant to the terms
26 set forth in the Settlement.

27 9. Blumenthal Nordrehaug Bhowmik De Blouw LLP; and Zakay Law Group, APLC
28

are approved as Class Counsel.

10. Plaintiff is approved as the representative of the Class.

11. Defendant is directed to provide the Settlement Administrator with the Class Members' Class List as specified by the Agreement no later than 14 days after the date of entry of this Order. Pursuant to the terms set forth in the Agreement, the Class List, its contents and any files containing Class List shall remain strictly confidential for the Settlement Administrator's eyes only, not to be disclosed to Plaintiff or to Class Counsel or to any Class Member.

12. The Class Notice attached as Exhibit A to the Agreement is approved. The Settlement Administrator is directed to mail the approved Settlement Notice by first-class mail to the Class Members at their last known address no later than 14 days after receipt of the Class List.

13. A Final Approval Hearing will be held on January 23, 2024, at 10:00 a.m. in Department 14, to determine whether the Settlement should be granted final approval as fair, reasonable, and whether there was adequate notice to the Class Members. The Court will hear all evidence and argument necessary to evaluate the Settlement, and will consider the request for approval of Class Counsel's Fees and Costs, Class Representative Incentive Payment, and Settlement Administration Costs. Class Members and their counsel may support or oppose the Settlement and the motion for an award of attorneys' fees and costs and the Class Representative Incentive Payment, if they so desire, as set forth in the Class Notice.

14. Any Class Member may appear at the Final Approval Hearing in person or by his or her own attorney and show cause why the Court should not approve the Settlement, or object to the motion for an award of attorneys' fees and costs and the Class Representative Incentive Payment.

15. The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendants to Submit Class Data to Settlement Administrator	14 calendar days after Order granting Preliminary Approval
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Deadline for Settlement Administrator to Mail Class Notice to Class Members	14 calendar days after receiving Class Data from Defendants
Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Notice
Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	45 calendar days after mailing of the Notice
Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Incentive Payment	December 29, 2023
Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	December 19, 2023
Final Fairness Hearing and Final Approval	January 23, 2024 at 10:00 a.m.
Deadline for Defendants to fund Settlement	70 calendar days after Effective Date

Deadline for Settlement Administrator to mail the Individual Payments and the Incentive Payment, and to wire transfer the Attorneys' Fees and Costs (if Settlement is Effective)	15 calendar days after Funding Date
Deadline for Class Members to cash Individual Payment checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails the Individual Payments and the Incentive Payment

16. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

DATED: 07/24/2023



HON. KENNETH R. FREEMAN
LOS ANGELES SUPERIOR COURT
Kenneth R. Freeman/Judge

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jeffrey Gregory v. Verio Healthcare, Inc., et al.
Los Angeles County Superior Court, Case No. 20STCV37254

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All non-exempt employees who are or previously were employed by Defendant in California as Drivers and/or who earned an “On Call Fee” in California during the period of September 29, 2016, through April 23, 2021.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Jeffrey Gregory (“Plaintiff”) against Verio Healthcare, Inc. (“Defendant”) on September 29, 2020. The case is currently pending in the Los Angeles County Superior Court, Case No. 20STCV37254.

The lawsuit claims that Defendant violated sections of the California Labor Code, California Business and Professions Code, and sections of the applicable Industrial Welfare Commission Order. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked including minimum wages and overtime wages, did not provide accurate wage statements, did not timely pay all wages owed at the end of employment, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuit claims that Defendant violated the California Labor Code, California Business and Professions Code, and sections of the applicable Industrial Welfare Commission Order, entitling Class Members to, *inter alia*, damages, penalties and restitution.

Defendant denies all alleged violations and denies that it owes Class Members and PAGA Employees any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff Eduardo Cinto as the Class Representative, and appointed his attorneys at Zakay Law Group, APLC and Blumenthal Nordrehaug Bhowmik De Blouw LLP as counsel for the Class (“Class Counsel”).

The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as a driver and/or earned an “On Call Fee” in California during the period of September 29, 2016, through April 23, 2021.

You are part of the Settlement, and a PAGA Member, if you were employed by Defendant as a driver and/or earned an “On Call Fee” in California during the period of April 15, 2019 through April 23, 2021.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of One Hundred and Fifty Thousand Dollars (\$150,000) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims, along with PAGA Members who may not exclude themselves from the settlement and are bound by the release of their PAGA claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 33.33% of the Gross Settlement Amount or Fifty Thousand Dollars (\$50,000);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty Thousand Dollars (\$20,000);
- C. **Enhancement Payment to the Class Representative** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500);
- D. **Settlement Administration Costs** which are currently estimated to be Three Thousand Five Hundred Dollars (\$3,500); and
- E. **PAGA Payment** in the amount of Five Thousand Dollars (\$5,000) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$3,750) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$1,250) will be distributed to hourly-paid and non-exempt employees who worked for Defendant from April 15, 2019 through April 23, 2021, for the release of their claims arising under PAGA, as described below.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment,” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a driver and/or earned an “On Call Fee” in California during the period of September 29, 2016, through April 23, 2021 (“Workweeks”). You are also eligible to receive from the settlement, your “Individual PAGA Settlement Payment,” for PAGA Penalties. This will also be determined on a *pro rata* basis based on the number of weeks you worked in California as a driver and/or earned an “On Call Fee” in California during the period of April 15, 2019 through April 23, 2021 (“PAGA Workweeks”).

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages and eighty percent (80%) interest and penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA settlement Payment will be appropriated as one hundred percent (100%) penalties. It will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period and XXX PAGA workweeks during the PAGA Period. Your Individual Settlement Payment is \$XXX.XX and your Individual PAGA Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

This Amount was determined based on Defendant's record of your employment between September 29, 2016 and April 23, 2021, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [redacted]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]

[Address]

[Telephone No].

[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Claims" for the "Class Period." In addition, upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, PAGA Employees, regardless of whether they submit a timely request for exclusion, will release the "Released Parties" from the "PAGA Released Claims" for the "PAGA Period." All PAGA Employees will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all PAGA Released Claims with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

The "Released Parties" shall include Defendant together with Defendant's officers, shareholders, customers, directors, employees, agents, and all related parent, predecessor, successors, assigns, or affiliated entities.

The "Released Claims" shall collectively means the claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside the Class Period.

The "Class Period" during which the release of Released Claims pertains is from September 29, 2016, through April 23, 2021.

The "PAGA Released Claims" shall mean all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period.

The “PAGA Period” during which the release of PAGA Released Claims pertains is from April 15, 2019 through April 23, 2021.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Released Claims (other than those which arise under the Private Attorney General Act, California Labor Code sections 2698 *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Claims you must submit a valid and timely written request for exclusion. You must include your name, address, telephone number, the last four digits of your social security number, signature, and date.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [REDACTED]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Payment if you worked between April 15, 2019 through April 23, 2021, because the request for exclusion does not apply to this claim. You will not be legally bound by the release of Released Claims if you properly exclude yourself, except for PAGA Released Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Claims except for PAGA Released Claims.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has approved ZAKAY LAW GROUP, APLC and BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW, LLP as Class Counsel. The firm’s contact information is:

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232

Class Counsel will ask the Court for attorneys' fees of up to \$50,000 and reimbursement of litigation cost/expenses of up to \$20,000. Class Counsel's Fees shall be divided between Class Counsel as follows: 60% to Zakay Law Group, APLC and 40% to Blumenthal Nordrehaug Bhowmik De Blouw, LLP. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

10. What if I want to object to this settlement?

If you are a Class Member, you can object to the Settlement, including to the award of Attorneys' Fees, Costs and/or Enhancement Award to Plaintiff, and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you may mail your objection to the Settlement Administrator. Do **NOT** file your written objection with the Court. To be timely, your written objection must be mailed to the Settlement Administrator so that it is **postmarked** by [REDACTED]. Your written objection must include your full name, address, telephone number, the last four digits of your social security number, signature, the settlement to which you are objecting: "*Gregory v. Verio Healthcare, Inc., et al. Wage and Hour Settlement*" and the specific reason(s), including any legal grounds, if any, for your objection. Your written objection must include whether you intend to appear at the Final Approval Hearing, either in person or through counsel. If you are represented by separate counsel, please state the name, address, bar number, and telephone number of all attorneys who will represent you. You may also object to the Settlement without submitting a written objection by appearing at the Final Approval Hearing on the date and time, and at the location, provided below and making your objection orally with the Court's permission.

Please note that any written objections must be submitted by an individual Class Member, his or her legally authorized representative, or his or her attorney—not as a member of a group, class, or subclass. You may also appear in person at the Final Approval Hearing on [REDACTED], to assert your objection in person or remotely, regardless of whether you submitted a timely written objection.

11. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

12. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend either in person or remotely, but you do not have to attend. The Court will hold the Final Approval Hearing at [REDACTED] in Department 14, of the Los Angeles Superior Court—Spring Street Courthouse, located at 312 N. Spring St. Los Angeles, CA 90012. If the date and time for the Final Approval Hearing changes, the new date and time will be posted on the Settlement Administrator's website located at [www.\[REDACTED\].com](http://www.[REDACTED].com). Check the Settlement Administrator's website for the most current information.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing **or** who appear at the hearing via

audio or video to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Under General Order (2022-GEN-005-00) issued March 25, 2022, if you wish to attend the hearing in person, the Los Angeles County Superior Court strongly recommends, **but does not require**, that you wear a face mask inside the courthouse. Check the Court's website for the most current information.

13. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through "LA Court Connect" at <https://www.lacourt.org/lacc/>

14. How will I learn if the settlement was approved?

A notice of final judgment will be posted on the Settlement Administrator website located at [www. \[REDACTED\] .com](http://www. [REDACTED] .com)

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Parties from the Released Claims and PAGA Released Claims. You will not be able to participate in any other lawsuit against Defendant or Released Parties about the Released Claims and PAGA Released Claims, ever again. Your Individual Settlement Payment and Individual PAGA Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500 *et seq.*, in the names and corresponding amounts associated with each Participating Class Member and/or PAGA Employee whose check(s) are cancelled, and you will remain bound by the Settlement.

GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [\[REDACTED\] .com](http:// [REDACTED] .com) or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

17. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

EXHIBIT 3

From: [DIR PAGA Unit](#)
To: [Shani Zakay](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, February 25, 2022 11:19:00 AM

02/25/2022 11:18:43 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

EXHIBIT 5

**AGREEMENT TO HOLD FUNDS AND
INSTRUCTIONS FOR SETTLEMENT PAYMENT**

This agreement shall be made by and between Plaintiff Jeffrey Gregory (“Gregory”) and Verio Healthcare, Inc. (“Verio”), by and through their respective attorneys of record herein. This agreement shall also serve as instructions for payment of settlement funds to the Settlement Administrator, Simpluris.

RECITALS

1. WHEREAS, Gregory filed suit against Verio in California State Court. The case is currently pending under the Los Angeles County Superior Court, case number 20STCV37254.
2. WHEREAS, as part of the Gregory lawsuit, Plaintiff seeks to represent a class consisting of all non-exempt employees who are or previously were employed by Verio as drivers and/or earned “on call fee” in California during the period of September 29, 2016 through April 23, 2021 (collectively, the “Class”).
3. WHEREAS, Verio and Gregory employed the services of Mediator Jeffrey Krivis, in an effort to settle the claims between the Gregory, the Class and Defendant.
4. WHEREAS, settlement was reached, under the supervision of Krivis, for payment of \$150,000.00 to the Class, in full and final release of all claims against Verio.
5. WHEREAS, a request for an order preliminarily approving this settlement is currently before the Los Angeles County Superior Court.
6. WHEREAS, the parties do hereby agree and stipulate that such approval of the settlement can take an extraordinary amount of time.

AGREEMENT

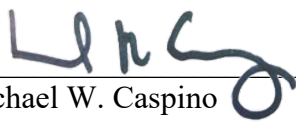
The parties do hereby agree that Verio will deposit the sum of one hundred fifty thousand dollars (\$150,000.00) with the Settlement Administrator. The Settlement Administrator shall hold such funds in trust and only disburse them in accord with the Class and Collective Action Settlement Agreement and the Court’s Order granting final approval of the Settlement Agreement, as it may be modified, between the parties (attached hereto as Exhibit “A”).

None of the funds deposited with the Settlement Administrator may be released until the last of the following dates, as applicable:

- a. If Judgment is entered, but no appeal is filed, the last date on which a notice of from the Judgment may be filed and none is filed.
- b. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

IT IS SO AGREED.

DATED: December 22, 2021



Michael W. Caspino

DATED: December 22, 2021



Shano Zakay

SIMPLURIS

DATED:

Norman Alcantara