

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into between Plaintiff Shannon Forge ("Plaintiff" or "Class Representative") and Defendant Care Plus Nursing Services, Inc. doing business as Care Plus Home Health, Inc. ("Defendant"). For purposes of this Agreement, Plaintiff and Defendant are referred to as a "Party" and collectively as the "Parties."

Recitals

A. On April 23, 2020 Plaintiff filed a Complaint in the Superior Court of California, County of Los Angeles, Case No. 20-STCV15802, entitled SHANNON FORGE, individually, and on behalf of all others similarly situated, Plaintiff, v. CARE PLUS HOME HEALTH INC.; and DOES 1 through 20 inclusive, Defendants. On July 6, 2020, Plaintiff filed a First Amended Complaint ("FAC," the "Action" or the "Litigation") against Care Plus Home Health, Inc. and Defendant. The FAC alleged claims for Failure to Pay Minimum Wages; Failure To Pay Overtime Wages; Failure To Pay All Wages To Piece-Rate Workers; Failure To Provide Meal Periods; Failure To Permit Rest Breaks; Failure To Provide Accurate Itemized Wage Statements; Failure To Pay All Wages Due Upon Separation Of Employment; Violation of Business & Professions Code §§ 17200 et seq.; and Enforcement of Labor Code §2698 et seq. ("PAGA"). (See FAC, attached hereto as Exhibit "A."). Defendant denies Plaintiff's allegations and claims.

B. On December 15, 2020, the Parties participated in a day-long mediation with mediator Gig Kyriacou of Kyriacou Mediation. In preparation for the mediation, Plaintiff's counsel requested and Defendant's counsel provided sample time and payroll data for the purported class, personnel and employment documents. With Mr. Kyriacou's assistance, the Parties agreed to enter into a class action settlement to resolve all claims that were alleged or could be alleged in the FAC, subject to the approval by the Court.

C. Class Counsel are Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Fawn F. Bekam at Aegis Law Firm, PC. Class Counsel has performed a thorough and comprehensive investigation of the facts relating to this Action. Among other things, Class Counsel has carefully reviewed and analyzed records received from Defendant, including but not limited to Defendant's policies and practices, payroll records and time-keeping records. Class Counsel is of the opinion that the settlement documented by this Agreement is fair, reasonable, adequate and equitable, and in the best interest of Plaintiff and the purported class in light of all known facts and circumstances, including the risk of significant delay, and defenses asserted to the merits.

D. Although Defendant continues to deny liability in these actions, the Parties agree that the settlement is fair, reasonable, adequate, and equitable to Plaintiff, Class Members, and Defendant, and is the product of good faith and informed arms-length negotiations between the Parties consistent with public policy, and fully complies with applicable provisions of law. The term "Resolution" as used herein means this Agreement to resolve the Litigation.

E. The Parties intend this settlement to be contingent upon the Court's preliminary and final approval of each and every term of this Agreement. If the Court does not so approve this Agreement, then (1) this Agreement shall be null and void and unenforceable, (2) this Agreement may not be used or construed as evidence by or against any Party as a determination, admission, or concession of any issue of law or fact in this Action, or in any other case or proceeding for any purpose, and (3) the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed. However, the Parties agree that, should this Agreement not be approved by the Court, the Parties will work together to revise the Agreement in a manner that reflects the interests of the Parties and be entered as Judgment by the Court.

1 **Terms and Conditions**

2 NOW, THEREFORE, in consideration of the recitals listed above, and the promises and
warranties set forth below, the Parties agree, subject to the Court's approval as follows:

3 A. **Provisional Approval Of This Settlement**

- 4 1. Plaintiff shall submit a copy of this Agreement to the Court and shall move
5 the Court to enter an Order as to all of the following:
- 6 a. For purposes of this Agreement only, Plaintiff and Defendant
7 stipulate to the certification of the following class: all current and
8 former hourly-paid or non-exempt employees who worked for any
9 of the Defendants within the State of California at any time between
10 April 23, 2016 and the date of the preliminary approval of the
11 Settlement by the Court ("Class Members" or "Members of the
12 Settlement Class"). The Parties agree for purposes of this
13 Settlement the Private Attorneys General Act ("PAGA") settlement
14 period is April 23, 2019 through the date of the Court's preliminary
15 approval of this Settlement. The PAGA Settlement Group means all
16 current or former hourly-paid or non-exempt employees who
17 worked for any of the Defendants within the State of California at
18 any time in the PAGA Settlement Period, which is defined as any
19 time between April 23, 2019 and the date of preliminary approval of
20 the Settlement by the Court.
- 21 b. Provisionally approve all terms of this Agreement, and find that the
22 terms of this Agreement are sufficient to warrant the sending of
23 notice to the Class Members;
- 24 c. Approve the Notice Of Proposed Settlement And Fairness Hearing
25 (the "Notice of Settlement") attached to this Agreement as
26 Exhibit "B";
- 27 d. Authorize the mailing of the Notice of Settlement to the Class
28 Members;
- 29 e. Appoint and approve Samuel Wong and Fawn Bekam of Aegis Law
Firm as Class Counsel ("Class Counsel");
- 30 f. Appoint and approve ILYM Group, Inc. (hereafter, the "Settlement
Administrator") to administer the notice and settlement payment
procedures required by this Agreement; and
- 31 g. Schedule a hearing, to occur within a reasonable period of time after
the opt-out deadline has expired, requesting that the Court fully and
finally approve the reasonableness of this Agreement, and enter a
judgment permanently enjoining each of the Class Members from
pursuing, or seeking to reopen, claims that are in any way related to
those asserted in this action (the "Final Settlement Approval
Hearing").
- 32 2. Defendant shall not oppose Class Counsel's motion for preliminary or final
approval of the settlement so long as the motions and supporting papers are
consistent with the terms of this Agreement. Class Counsel shall provide

Defendant with a reasonable opportunity to review, and provide comments to, any filings, including but not limited to the motions for preliminary and final approval of the settlement, before the motions and supporting papers are filed with the Court.

3. The settlement documented by this Agreement is contingent upon entry of an Order by the Court that contains each of the terms specified in Section A(l) above. This Agreement shall immediately become null and void in the event the Court for any reason does not enter such an Order. Settlement is not contingent, however, on Court approval of either the Class Representative Enhancement amount or the allocation of the gross settlement amount described below as between class member payments, administrative costs, attorney's fees, penalties or other amounts identified in paragraph B below.

B. Settlement Amount

Defendant shall pay \$290,000.00 (hereinafter, the "Settlement Amount"), which consists of the following: (i) Class Counsel's fees in an amount not to exceed \$96,666.66, which is approximately 1/3 of the Settlement Amount, (ii) Settlement Administrator's costs of administration in the amount of approximately \$7,500.00 ("Administration Costs"), (iii) Plaintiff's incentive award not to exceed \$5,000.00 ("Enhancement Award"), (iv) Class Counsel's costs not to exceed 15,000.00, and (v) \$14,800.00 as the PAGA Settlement Amount, 75% of which, or \$11,100.00, will be paid to the California Labor and Workforce Development Agency ("LWDA"), the remaining 25% of the PAGA Settlement Amount, or \$3,700.00, will be allocated to the Net Settlement Amount. The Settlement Fund, less the foregoing five items, shall be referred to herein as the "Net Settlement Amount" or "NSA" (approximately \$151,033.34). Defendant will not object to a request for Class Counsel's fees and class representative payments and other amounts set forth above. In addition, Defendant shall pay the employer's portion of payroll taxes on settlement payments attributed as wages. Defendant shall pay the Settlement Amount as follows:

- a. The first payment in the amount of \$100,000.00 shall be made within thirty (30) days after the Court grants final approval of the Settlement.
- b. The second payment in the amount of \$100,000.00 shall be made on May 5, 2022, subject to final approval.
- c. The third payment in the amount of \$90,000.00 shall be made on January 5, 2023, subject to final approval.

In no event shall Defendant pay more than \$290,000.00, plus Defendant's employer-side taxes on the wage portion of the NSA. However, if the number of Class Members is more than 170 people as of the date of preliminary approval of the Settlement, Defendant shall pay an additional pro rata adjustment to the Settlement equal to \$1,705.89 per each class member above 170.

This is not a "claims-made" settlement, and Defendant will not be entitled to any reversion. The Settlement Fund is non-reversionary.

The Parties agree that for purposes of this settlement, the NSA to be distributed to Class Members shall be attributed as follows: 1/3 as wages, 1/3 as penalties, and 1/3 as interest. The portions paid as penalties and interest shall be reported via an IRS 1099 form, and portions attributed to wages shall be paid via an IRS form W-2. The Class Members are responsible for

1 their share of the payroll taxes, which shall be deducted from their individual settlement payments.
2 Defendant is responsible for the employer payroll taxes, and these taxes will not be deducted from
3 the NSA.

4 Nothing in this agreement is intended to be, nor shall be construed as, tax advice.

5 The Settlement is subject to Court approval, and if approved, Defendant, shall fund the
6 settlement according to the deadlines in this Agreement.

7 Settlement checks will specifically indicate that they are void if not negotiated within one
8 hundred eighty (180) days of their issuance. Any settlement checks that remain uncashed one
9 hundred eighty (180) or more calendar days after issuance by the Settlement Administrator shall
10 be voided. The Settlement Administrator will remit the amount of each Class Member's uncashed
11 Settlement Payment to the California State Controller's Office: Unclaimed Property, subject to
12 Court approval. The Parties acknowledge that California Code of Civil Procedure section 384 and
13 the doctrine of *cy pres* are not applicable to this Settlement because the terms of the Settlement
14 Agreement expressly provide for the disposition of the entire Settlement Fund whether claimed or
15 unclaimed.

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17 1. Calculation of Settlement Payments to Class Members and PAGA Class
18 Members

19 Any Class Member who does not opt-out of the settlement shall receive a sum of money in
20 settlement of all released claims. Class Members will be paid automatically from the Net
21 Settlement Amount after payment of the Enhancement Award, Administration Costs, PAGA
22 payment and payment of Class Counsel's Fees and Costs. The NSA is approximately
23 \$151,033.34, which is arrived at as follows: \$290,000.00 (Settlement Fund) minus \$5,000.00
24 (Enhancement Award) minus \$14,800.00 (PAGA Settlement Amount)) minus \$7,500.00
25 (Administration Costs) minus \$96,666.66 (Class Counsel's attorney's fees) minus an amount not
26 to exceed \$15,000.00 (Class Counsel's litigation costs) = \$151,033.34. If the Court approves an
27 amount that is less than requested as set forth in this Agreement for the Enhancement Award,
28 Administration Costs, or Class Counsel Fees and Costs, then any difference shall be included in
the NSA.

Members of the Settlement Class not opting out will receive a lump sum payment as good
and valuable consideration for the waiver and release of claims, in an amount determined by the
Settlement Administrator in accordance with the provisions of this Agreement.

The lump sum payment to each member of the Settlement Class not excluding him/herself
will be determined by dividing the NSA by the total number of Qualified Workweeks ("Qualified
Workweek" means a calendar week during the Class Period in which the Class Member actually
worked at least one day (as opposed to being on a leave or not on an assignment)) worked by all
members of the Settlement Class during the Settlement Period (the "Weekly Amount") and then
multiplying the Weekly Amount by the number of Qualified Workweeks by the individual class
member as determined by the Settlement Administrator, less any applicable withholding taxes
based on the Parties' stipulated allocation of the NSA.

The lump sum payment to each member of the PAGA Settlement Group will be
determined by dividing the portion of the PAGA Settlement Amount that is not payable to the
LWDA by the total number of Qualified Workweeks worked by all members of the PAGA
Settlement Group during the PAGA Settlement Period (the "PAGA Weekly Amount") and then
multiplying the PAGA Weekly Amount by the number of PAGA Qualified Workweeks worked
by each member of the PAGA Settlement Group. The Settlement Administrator shall settle any
disputes over the number of Class Member work weeks or PAGA Qualified Workweeks.

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2. Class Representative Enhancement

Defendant shall not oppose an application by Class Representative, and Class Representative shall not seek or receive an amount in excess of \$5,000.00 for her participation in and assistance with the Litigation. Any enhancement awarded to Class Representative by the Court shall be deducted from the Gross Settlement Amount for the purpose of determining the NSA, and shall be reported on IRS Form 1099. If the Court approves an enhancement of less than \$5,000.00 to Class Representative, then the unapproved portion or portions shall revert into the NSA to be distributed between the participating Settlement Class members on a pro-rata basis.

3. Charges of the Settlement Administrator

Class Representative and Defendant, through their respective counsel, have selected ILYM Group, Inc. as the Settlement Administrator to administer the Resolution, which includes but is not limited to distributing and responding to inquiries about the Notice of Proposed Class Action Resolution and Workweek Dispute Form, determining the validity of any disputes and opt-outs and calculating all amounts to be paid from the Net Settlement Fund. Charges and expenses of the Settlement Administrator, estimated to be \$7,500.00, will be paid from the Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the allocated \$7,500.00 will come from the Settlement Amount. If the actual Settlement Administrator fees are less than the Parties' estimation, the difference between the actual and estimated Settlement Administrator fees will revert to the participating Settlement Class Members.

It is anticipated that the Settlement Administrator, through a settlement trust or otherwise, shall issue the appropriate 1099 and W-2 statements to Class Members and advise Defendant of the amount to be paid in satisfaction of employer payroll tax payment obligations.

4. Taxes

The Parties agree that all employment taxes and other legally required withholdings, including but not limited to employer-funded taxes and contributions imposed on the wage portions of the Settlement Payment under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state taxes and contributions required of employers, such as for unemployment insurance, will be withheld from payments to the members of the Settlement Class and Class Representative based on the Parties' stipulated allocation of the Net Settlement Amount as provided for in this Section. Defendant shall pay the employer's share of payroll taxes separate and apart from the Settlement Amount.

The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"):

- (1) 1/3 as wages; and
- (2) 1/3 as penalties
- (3) 1/3 as interest.

Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of

1 this Agreement, the processes set forth in this Section may be modified in a manner to bring
2 Defendant into compliance with any such changes.

3 Finally, any and all Employer Taxes that Defendant normally would be responsible for
4 paying on wages will be paid over and above the Net Settlement Fund based on the stipulated Net
5 Settlement Allocation.

6 The amounts paid under this Agreement do not represent a modification of any previously
7 credited hours of service under any employee benefit plan, policy or bonus program sponsored by
8 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or
9 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant,
10 policies or bonus programs. Any payments made under the terms of this Resolution shall not be
11 applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other
12 form of compensation for the purposes of Defendant' benefit plan, policy or bonus program.
13 Defendant retains the right to modify the language of their benefit plans, policies and bonus
14 programs to effect this intent and to make clear that any amounts paid pursuant to this Resolution
15 are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as
16 defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting,
17 benefit accrual or any other purpose, and that additional contributions or benefits are not required
18 by this Resolution.

19 The Enhancement Award is for services to the Class and will not be treated as wages
20 subject to withholding of payroll taxes. The Class Representative agrees that she shall be solely
21 responsible for paying any and all taxes due on the Enhancement Award. Plaintiff acknowledges
22 that Defendant is not undertaking to advise her or any Class Member with respect to any tax
23 consequences of this Agreement.

24 C. Notice of Settlement

- 25 1. Within 14 calendar days of the entry of an Order granting preliminary
26 approval of the terms of this Agreement and the Notice of Settlement,
27 Defendant shall provide to the Settlement Administrator a database of the
28 names, last known home addresses, Social Security numbers (Settlement
Administrator only), and number of workweeks as defined by payroll
records of all Class Members ("Class List"). The database will be used
exclusively for purposes of facilitating the settlement. In the event that the
Court does not provide preliminary or final approval of the settlement
terms, the Settlement Administrator will destroy the originals and all copies
of the database, and the database will not be used, directly or indirectly, in
any further litigation of the Action. Defendant further agrees to consult with
the Settlement Administrator prior to the production date to ensure that the
format will be acceptable to the Settlement Administrator.
2. The Settlement Administrator shall run all the addresses provided through
the United States Postal Service NCOA database (which provides updated
addresses for any individual who has moved in the previous four years who
has notified the U.S. Postal Service of a forwarding address) to obtain
current address information, and shall mail the Notice and Workweek
Dispute Form to the members of the Settlement Class via first-class regular
U.S. Mail using the most current mailing address information available
within seven (7) calendar days of the receipt of the Class List from
Defendant. The Notice shall provide the members of the Settlement Class
forty-five (45) days' notice of all applicable dates and deadlines.

3. The Notice will also include information regarding the nature of the Litigation; a summary of the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has preliminarily approved the Settlement; the procedure and time period for objecting to the Settlement, the date and location of the Final Approval hearing; information regarding the opt-out procedure; and Defendant's calculation of the number of Qualified Workweeks that each Settlement Class member has worked as an employee in California at any time during the Settlement Period. The Notice shall enclose the Workweek Dispute Form for Settlement Class members.
4. For each Settlement Class member, the Workweek Dispute Form will identify the number of Qualified Workweeks that she/he was employed and inform the employee of his or her right to dispute this number by completing and returning the form within forty-five (45) days of the postmark date of the Workweek Dispute Form. A Class Member's receipt of settlement proceeds is not conditional on the submission of the Workweek Dispute Form. Absent the receipt of a Workweek Dispute Form, the number of workweeks identified in the Workweek Dispute Form shall be determined to be accurate. The Settlement Administrator shall decide any work week disputes. It shall be presumed that each and every Class Member actually received the Notice of Settlement unless the Notice of Settlement is returned to the Settlement Administrator as undeliverable within 15 calendar days after mailing.
5. If a Notice is returned from the initial notice mailing, the Settlement Administrator will submit the applicable and available information, including name, Social Security number, and original mailing address, to a company that specializes in address skip tracing in an attempt to locate a more current address. If the Settlement Administrator is successful in locating a new address, it will re-mail the Notice to the Settlement Class member. Class members receiving a re-mailed notice shall have an additional 15 days from the date of the re-mail to object or opt out. Further, any Notices returned with a forwarding address to the Settlement Administrator, as non-deliverable before the deadline date, shall be sent to the forwarding address affixed thereto. It shall be presumed that those Class Members actually received the re-mailed Notice of Settlement unless the re-mailed Notice of Settlement is returned to the Settlement Administrator as undeliverable within 15 calendar days after re-mailing.
6. Should any member of the Settlement Class timely submit a Workweek Dispute Form with a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the Settlement Administrator of each timely submitted Workweek Dispute Form, send a deficiency notice. The deficiency notice will provide the member of the Settlement Class no more than fourteen (14) days from the mailing of the deficiency notice to postmark a written response to cure all deficiencies. The failure of a member of Settlement Class to timely submit a Workweek Dispute or timely respond to a notice of deficiency shall invalidate the dispute unless all Parties' counsel agrees to allow the dispute.
7. No later than fifteen (15) days prior to the Final Approval Hearing, the Settlement Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting to the completion of the Notice process, including the number of attempts to obtain valid mailing addresses for and

re-sending of any returned Notices, as well as the number of valid Workweek Dispute Forms, opt-outs and deficiencies which the Settlement Administrator received.

D. Request for Exclusion

In order for any Settlement Class member to validly exclude himself or herself from the Settlement Class and this Resolution (i.e., to validly opt out), a written request for exclusion ("Request to be Excluded") must be signed by the Settlement Class member or his or her authorized representative and must be sent to the Settlement Administrator, postmarked by no later than forty-five (45) days after the date the Settlement Administrator initially mails the Notice of Proposed Class Action Resolution to the Settlement Class members. The Notice of Proposed Class Action Resolution shall contain instructions on how to opt out.

The date of the initial mailing of the Notice of Proposed Class Action Resolution, and the date the signed Request to be Excluded was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Settlement Class member who timely and validly submits a Request to be Excluded from the Settlement Class and this Resolution will not be entitled to any individual settlement payment, will not be bound by the terms and conditions of this Resolution, and will not have any right to object, appeal, or comment thereon.

Any member of the Settlement Class who does not timely file and mail a Request to be Excluded from the Settlement Class will be deemed included in the Settlement Class in accordance with this Settlement. Class Representative waives any right to be excluded from the Settlement Class.

The Parties and their respective counsel agree that none of them will take any steps to encourage any Class Member to remain in or opt out of the Class.

Should fifteen percent (15%) or more of eligible Class Members opt-out of the Settlement, Defendant has the right to rescind the settlement at its sole discretion and within 10 days of determining that at least 15% of eligible Class Members opted-out of the Settlement.

E. Objections to Settlement

In order for any Settlement Class member to object to this Resolution, or any term of it, the person making the objection must not submit a request for exclusion (i.e., must not opt out) and may, by no later than forty-five (45) days after the Notice of Proposed Class Action Resolution was initially mailed to the Settlement Class members, serve on the Settlement Administrator a written statement of the grounds of objection, signed by the objecting Settlement Class member or his or her attorney, along with all supporting papers if any. The objection should clearly explain why the Settlement Class member objects to the Resolution and state whether the Settlement Class member (or someone on his or her behalf) intends to appear at the Final Approval Hearing. The Settlement Class member may appear through a timely submitted written objection, personally, or through an attorney, at his or her own expense, at the Final Approval hearing to present his or her objection directly to the Court. Class Members may also appear personally (or through an attorney at their own expense) at the Final Approval Hearing and orally present their objections to the Court. Any attorney who will represent an individual objecting to this Resolution must file a notice of appearance with the Court and serve Class Counsel and Defense Counsel no later than forty-five (45) days after the Notice of Proposed Class Action Resolution was initially mailed to the Settlement Class members. If a Settlement Class member objects to this Resolution, the Settlement Class member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class member will be bound by the terms of the Resolution and Final Approval in the same way and to the same extent as a Settlement Class member who does

1 not object. The date of mailing of the Notice of Proposed Class Action Resolution to the objecting
2 Settlement Class member shall be conclusively determined according to the records of the
3 Settlement Administrator. The Court retains final authority with respect to the consideration and
4 admissibility of any Settlement Class member objections. Any Settlement Class member who
5 submits an objection may also participate in the settlement. Provided that the Settlement
6 Administrator mailed the Notice to a member of the Settlement Class, this deadline to file an
7 objection shall apply notwithstanding assertion by any member of the Settlement Class of non-
8 receipt of the Notice.

9 Class Representative and Defendant will be permitted to respond in writing to such
10 objections no later than seven (7) days before the Final Approval hearing. Class Representative
11 waives any right to object to the Resolution, and hereby endorses the Resolution as fair,
12 reasonable and adequate and in the best interests of the Settlement Class.

13 The Parties and their respective counsel agree that none of them will take any steps to
14 encourage any Class Member to object or not object to this Agreement or any term of it. Class
15 Members who fail to object to the Settlement in the manner specified herein shall be deemed to
16 have waived any objections, unless otherwise ordered by the Court.

17 F. Duties of the Settlement Administrator After the Opt-out Deadline

- 18 1. No later than 20 days after expiration of the Opt-Out Deadline, the
19 Settlement Administrator shall do the following:
- 20 2. No later than 15 days before the Final Settlement Approval Hearing, the
21 Settlement Administrator shall verify in writing to counsel for the
22 respective Parties: (1) the number of Class Members to whom the Notice of
23 Settlement was mailed, (2) the number that were undeliverable, (3) the
24 number of Class Members who requested exclusion (i.e., opted-out), and (4)
25 the estimated total gross amount to be distributed to the Class Members in
26 the aggregate.
- 27 3. No later than 15 days after receiving the third payment from Defendant, the
28 Settlement Administrator shall issue the individual settlement payment
checks and distribute them to class members, issue the payment to Class
Counsel for attorneys' fees and costs, issue the class representative
enhancement to Plaintiff, and issue the employer payroll taxes to the
appropriate taxing authorities.
4. No later than 180 days following issuance of the settlement checks to Class
members, the Settlement Administrator will provide notice to all counsel of
the amount of checks issued that remain unpaid and will be remitted
pursuant to CCP 384, to the California State Controller's Office: Unclaimed
Property, subject to Court approval.

G. Final Settlement Approval Hearing

1. This Agreement will not become effective, and Defendant shall have no
obligation to make any payments contemplated by this Agreement, unless
and until the Court conducts a Final Settlement Approval Hearing and
enters Judgment, as described below, approving without material
modification all of the terms of this Agreement.
2. Class Counsel shall be responsible for ensuring that at least the following
documents are filed with the Court in advance of the Final Settlement

1 Approval Hearing so that the Court will have a sufficient basis upon which
2 to evaluate and approve the settlement. Class Counsel shall provide
3 Defendant with a reasonable opportunity to review, and provide comments
4 to, the motion for final approval of the settlement before the motions and
5 supporting papers are filed with the Court:

- 6 a. A final report by the Settlement Administrator providing the
7 information listed in Section F.2 of this Agreement;
- 8 b. A duly noticed motion, accompanying memorandum of points and
9 authorities prepared by Class Counsel, and such other pleadings,
10 evidence or other documents as may be necessary for the Court to
11 determine that the settlement documented by this Agreement is fair,
12 adequate and reasonable;
- 13 c. A Proposed Judgment for the Court's signature (i) approving each
14 and every term of the settlement documented by this Agreement (as
15 modified by the Court as to items remaining within its discretion
16 relating to allocation of the Settlement Fund) as being fair, adequate
17 and reasonable; (ii) release and waive all of the Class Members from
18 pursuing, or seeking to reopen, claims made pursuant to the
19 California Labor Code §§201-204, 210, 226, 226.2, 226.3, 226.7,
20 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198 and
21 2698 and relevant sections of the applicable Wage Orders, the
22 federal Fair Labor Standards Act, and for Failure to Pay Minimum
23 Wages; Failure To Pay Overtime Wages; Failure To Pay All Wages
24 To Piece-Rate Workers; Failure To Provide Meal Periods; Failure
25 To Permit Rest Breaks; Failure To Provide Accurate Itemized Wage
26 Statements; Failure To Pay All Wages Due Upon Separation Of
27 Employment; Violation of Business & Professions Code §§ 17200 et
28 seq.; Enforcement of Labor Code §2698 et seq.; claims for civil
penalties pursuant to the California Labor Code, and any
comparable claims that were or could have been asserted based on
the facts alleged in the complaint and asserted in the action arising
during the Class Period; and (iii) entering judgment of the entire
Action. Any judgment entered by the Court will be posted on the
Settlement Administrator's website for no less than 1 year following
entry of judgment;
- d. A Proposed Judgment and Notice of Entry of Judgment
(collectively, "Judgment").

3. Within the Motion for Final Approval, Class Counsel shall seek approval an
award of attorneys' fees in an amount that shall not exceed \$96,666.66,
which is equivalent to 1/3 of the gross total of the Settlement Fund, plus
costs not to exceed \$15,000.00. Defendant shall not oppose Class
Counsel's request for attorneys' fees if the request does not exceed
\$96,666.66, plus costs not to exceed \$15,000.00. Defendant shall not
oppose Class Counsel's request for a Class Representative Enhancement in
an amount not to exceed \$5,000.00. Should the Court approve a lesser
percentage or amount of fees and/or Litigation costs than the amount that
Class Counsel ultimately seeks, then the unapproved portion or portions
shall revert to the participating settlement class members on a pro-rata
basis.

1 H. Delivery of Settlement Funds to Settlement Administrator

- 2 1. Within 30 days after entry by the Court of the Final Order and Notice of
3 Entry of Judgment, the Settlement Administrator shall calculate the
4 employer's share of payroll taxes, including FICA and FUTA, on the wage
5 portion of the settlement payments to the Class. Defendant shall then
6 forward to the Settlement Administrator the Settlement Fund, which shall
7 not exceed \$290,000.00 unless subject to a pro rata increase per the terms of
8 the Settlement, according to the deadlines stated in this Agreement, to pay
9 the following as approved by the Court:
- 10 a. The payments to all Class Members, as calculated by the Settlement
11 Administrator;
 - 12 b. The Enhancement Award;
 - 13 c. The Administration Costs;
 - 14 d. The employer's share of the payroll taxes, including FICA and
15 FUTA, on the wage portion of the settlement payments to the Class
16 which shall be in addition to the Settlement Fund;
 - 17 e. Attorneys' fees and costs in the amount awarded by the Court to
18 Class Counsel; and
 - 19 f. The PAGA Settlement Amount.

20 I. Releases

21 1. Release as to All Settlement Class Members.

22 Upon the Date of Final Approval, Class Representative and all Class Members, except
23 those that make a valid and timely request to be excluded from the Class, will release any and all
24 claims and causes of action, known or unknown, contingent or accrued, against Defendant,
25 Defendants' parents, subsidiaries, owners, and employees, and their insurers, attorneys and all
26 agents thereof, arising out of the facts and claims asserted in the Action for wage and hour
27 violations, or any other claims or causes of action that could have reasonably been asserted in the
28 Litigation, based upon the facts alleged, including but not limited to California Labor Code §§
201-204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
1198 and 2698 and relevant sections of the applicable Wage Orders, the federal Fair Labor
Standards Act, and for Failure to Pay Minimum Wages; Failure To Pay Overtime Wages; Failure
To Pay All Wages To Piece-Rate Workers; Failure To Provide Meal Periods; Failure To Permit
Rest Breaks; Failure To Provide Accurate Itemized Wage Statements; Failure To Pay All Wages
Due Upon Separation Of Employment; Violation of Business & Professions Code §§ 17200 et
seq.; Enforcement of Labor Code §2698 et seq.; and claims for civil penalties pursuant to the
California Labor Code.

1 J. Miscellaneous Provisions

2 1. Stay of Litigation

3 Class Representative and Defendant agree to the stay of all discovery in the Litigation,
4 pending Final Approval of the Resolution by the Court.

5 2. Interpretation of the Agreement

6 This Agreement constitutes the entire agreement between Class Representative and
7 Defendant. This Agreement incorporates the Parties' post-mediation Memorandum of
8 Understanding that was signed by all Parties as of December 23, 2020 to the extent it is consistent
9 with the terms herein. If any terms of this Agreement are inconsistent with the Parties'
10 Memorandum of Understanding, then this Agreement is controlling. Except as expressly provided
11 herein, this Agreement has not been executed in reliance upon any other written or oral
12 representations or terms, and no such extrinsic oral or written representations or terms shall
13 modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this
14 Agreement is to be construed according to its terms and may not be varied or contradicted by
15 extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of
16 California, both in its procedural and substantive aspects, without regard to its conflict of laws
17 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof,
18 will be resolved solely and exclusively in the Superior Court of the State of California for the
19 County of Los Angeles, and Class Representative and Defendant hereby consent to the personal
20 jurisdiction of the Judge over them solely in connection therewith. Class Representative, on her
21 own behalf and on behalf of the Settlement Class, and Defendant participated in the negotiation
22 and drafting of this Agreement and had available to them the advice and assistance of independent
23 counsel. As such, neither Class Representative nor Defendant may claim that any ambiguity in
24 this Agreement should be construed against the other.

25 The terms and conditions of this Agreement constitute the exclusive and final
26 understanding and expression of all agreements between Class Representative and Defendant with
27 respect to the Resolution of the Litigation. The Agreement may be modified only by a writing
28 signed by the original signatories expressly stating an intent to modify the Agreement and
approved by the Court.

3. Further Cooperation

Class Representative and Defendant and their respective attorneys shall proceed diligently
to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all
things reasonably necessary or convenient to consummate the Agreement as expeditiously as
possible.

4. Confidentiality of Documents

After the expiration of any appeals period, Class Representative, the Settlement
Administrator, and Class Counsel shall maintain the confidentiality of all documents, deposition
transcripts, declarations and other information obtained in the lawsuit, unless necessary for appeal
or such documents are ordered to be disclosed by the Judge or by a subpoena.

1 5. Counterparts

2 The Agreement may be executed in one or more actual or non-original counterparts, all of
3 which will be considered one and the same instrument and all of which will be considered
4 duplicate originals.

5 6. Authority

6 Each individual signing below warrants that he or she has the authority to execute this
7 Agreement on behalf of the party for whom or which that individual signs.

8 7. No Third-Party Beneficiaries

9 Class Representative, members of the Settlement Class, and Defendant are direct
10 beneficiaries of this Agreement, but there are no third party beneficiaries.

11 8. Force Majeure

12 The failure of any party to perform any of its obligations hereunder shall not subject such
13 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
14 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
15 floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages,
16 shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage,
17 terrorist acts, acts or failures to act of any third parties, or any other similar or different
18 circumstances or causes beyond the reasonable control of such party.

19 9. Deadlines Falling on Weekends or Holidays

20 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
21 legal holiday, that deadline shall be continued until the following business day.

22 10. Severability

23 In the event that any one or more of the provisions contained in this Agreement shall for
24 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
25 unenforceability shall in no way effect any other provision if Defense Counsel and Class Counsel,
26 on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such
27 invalid, illegal, or unenforceable provision had never been included in this Agreement.

28 11. No Mass Communication

 Class Counsel and the Class Representative will not engage in any mass communications
or other publicity regarding this Settlement except as necessary to effectuate notices to the Class
Members. Neither Class Counsel nor the Class Representative (nor any of their respective agents)
shall issue any press release relating to this Settlement other than statements in the required
notices to the Class Members and the required Court filings.

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING
AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED

1 THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF
2 ITS CONSEQUENCES.

3 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates
4 indicated below.

5 **IT IS SO AGREED:**

6 Dated: _____

Shannon Forge

7
8 Dated: 1/20/21

Care Plus Nursing Services, Inc. doing
business as Care Plus Home Health, Inc.

10
11 By: Carl Buja

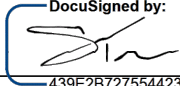
12
13 Title: President

1 THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF
2 ITS CONSEQUENCES.

3 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates
4 indicated below.

5 **IT IS SO AGREED:**

6 Dated: 1/25/21 _____

DocuSigned by:

439E2B727554423...
Shannon Forge

8 Dated: _____

Care Plus Nursing Services, Inc. doing
business as Care Plus Home Health, Inc.

11 By: _____

13 Title: _____