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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF LOS ANGELES**

18 MOSES GEORGIAN, individually and on
19 behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 CAL MED AMBULANCE
23 CORPORATION, a corporation; and DOES
24 1-20, inclusive,

25 Defendants.

Case No.: 20STCV30549

Assigned For All Purposes To:

Judge: Maren E. Nelson

Dept.: 17

**AMENDED JOINT STIPULATION AND
SETTLEMENT OF CLASS ACTION
CLAIMS**

1 Subject to final approval by the Court, which counsel and the parties agree to pursue and
2 recommend in good faith, Plaintiff Moses Georgian, individually and on behalf of all employees
3 similarly situated, on the one hand, and Defendant California Medical Response, Inc. dba Cal-Med
4 Ambulance Service, erroneously sued as “Cal Med Ambulance Corporation, on the other, hereby
5 agree to the following binding settlement of the action designated *Moses Georgian v. Cal Med*
6 *Ambulance Corporation*, Los Angeles County Superior Court, Case No. 20STCV30549.

7 **I. DEFINED TERMS**

8 As used herein, the following terms are defined as:

9 1. “**Action**” or “**Lawsuit**” means *Moses Georgian v. Cal Med Ambulance Corporation*,
10 Los Angeles County Superior Court, Case No. 20STCV30549.

11 2. “**Agreement**,” “**Settlement**,” or “**Stipulation**” means this Joint Stipulation and
12 Settlement of Class Action Claims.

13 3. “**Attorneys’ Fees and Cost Award**” means the amount authorized by the Court to be
14 paid to Class Counsel for the services they have rendered and expenses they have incurred in
15 prosecuting the Action. Class Counsel shall request, and Defendant will not oppose, an award of
16 attorneys’ fees of 1/3rd of the Gross Settlement Amount, up to \$58,333.33 and actual expenses
17 costs reasonably incurred in connection with the Action, estimated not to exceed \$15,000. The fee
18 split between Plaintiff’s Counsel is as follows: 66.67% percent to KJT Law Group LLP and 33.33%
19 to Adams Employment Counsel. At the inception of this case, Plaintiff approved in writing this fee
20 splitting arrangement and does so again by signing this Agreement. The Attorneys’ Fees and Cost
21 Award shall be paid from the Qualified Settlement Fund. Class Counsel will be issued an IRS Form
22 1099 by the Claims Administrator for the Fees and Cost Award.

23 4. “**Claims Administrator**” means Simpluris, Inc. or such other claims administrator as
24 may be mutually agreeable to the Parties and approved by the Court.

25 5. “**Claims Administration Costs**” means all costs incurred in administering the
26 Settlement. Claims Administration Costs are estimated not to exceed \$7,000.

1 6. “**Class**” and “**Class Members**” mean and refer to: All persons who, at any time
2 between August 10, 2016 and December 1, 2021, worked in a non-exempt position for Defendant
3 in the State of California.

4 7. “**Class Counsel**” and “**Plaintiff’s Counsel**” mean Vache A. Thomassian and Caspar
5 Jivalagian of KJT Law Group LLP, and Christopher A. Adams of Adams Employment Counsel.

6 8. “**Class List and Data Report**” means a list of the names, most current mailing address
7 and telephone number, social security number, and the respective number of Work Weeks of each
8 Class Member during the Class Period. Defendant will diligently and in good faith compile the
9 Class List and Data Report from its records and provide it to the Claims Administrator within fifteen
10 (15) days of Preliminary Approval of the Settlement.

11 9. “**Class Period**” means the period from August 10, 2016 to December 1, 2021.

12 10. “**Court**” means the Superior Court for the State of California, for the County of Los
13 Angeles.

14 11. “**Defendant**” means and refers to Defendant California Medical Response, Inc. dba
15 Cal-Med Ambulance Service, erroneously sued as “Cal Med Ambulance Corporation”

16 12. “**Defendant’s Counsel**” means Kevin R. Lussier and Martin S. Gattas of Cruser,
17 Mitchell, Novitz, Sanchez, Gaston & Zimet LLP.

18 13. “**Effective Date**” means the date by which the Settlement is finally approved and the
19 Superior Court’s Final Judgment (“Final Judgment” or “Judgment”) becomes final. For purposes of
20 this paragraph, the Superior Court’s Final Judgment “becomes final” upon the later of: (i) if no
21 appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the
22 Superior Court’s Judgment or otherwise challenging the Judgment (this time period shall be no less
23 than sixty (60) calendar days); (ii) the date affirmance of an appeal of the Judgment becomes final
24 under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the
25 Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating
26 to the Judgment.

1 14. **“Employer’s Share of Payroll Taxes”** means Defendant’s portion of payroll taxes,
2 including but not limited to FICA and FUTA, on the portion of the Individual Settlement Payment
3 that constitutes taxable wages. The Employer’s Share of Payroll Taxes shall be calculated by the
4 Claims Administrator for Defendant to remit to the tax authorities.

5 15. **“Final Approval Hearing/Settlement Fairness Hearing”** means the hearings at which
6 the Court considers whether to approve the Settlement and to enter the Final Judgment.

7 16. **“Final Judgment”** means the Court’s Final Judgment.

8 17. **“Gross Settlement Amount”** means the total amount available to be paid by
9 Defendant pursuant to the Settlement and equals no more than \$175,000. All payments associated
10 with the Settlement shall be paid from the Gross Settlement Amount, including all payments to
11 Participating Settlement Class Members, the Named Plaintiff, Class Counsel, the Labor and
12 Workforce Development Agency, the Claims Administrator, and employee’s employment taxes,
13 including the employee FICA, FUTA and SDI contributions, on the wage portion of the Settlement.

14 18. **“Gross Individual Settlement Payment”** means the Settlement amount for each
15 individual Class Member resulting from the calculations set forth herein.

16 19. **“Individual Settlement Payment”** means the amount of each Participating Settlement
17 Class Member’s Gross Individual Settlement Payment, less employee portions of state and federal
18 withholding taxes, including the employee FICA, FUTA and SDI contributions and any other
19 applicable payroll deductions required by law as a result of the payment of the amount allocated to
20 such Participating Settlement Class Member under the terms of this Stipulation.

21 20. **“Named Plaintiff”** means Moses Georgian.

22 21. **“Net Class Settlement Fund”** refers to the funds available to be distributed to
23 Participating Settlement Class Members under this Stipulation after payment of any Attorneys’ Fees
24 and Cost Award, Incentive Award, Claims Administration Costs, the \$6,000 PAGA Payment to the
25 Labor and Workforce Development Agency, and employee taxes.

1 22. **“Notice”** means the Notice of Pendency of Class Action Settlement which describes
2 the procedure and time period to submit an objection to the Settlement or Request for Exclusion,
3 and the date set for the Final Approval Hearing.

4 23. **“Notice Packet”** means the packet that will be sent via regular mail to all Class
5 Members and shall include the Notice.

6 24. **“Notice Response Deadline”** means the date sixty (60) calendar days after all Notice
7 Packets are mailed to Class Members by the Claims Administrator, and is synonymous with Request
8 for Exclusion/Objection Deadline Date.

9 25. **“Operative Complaint”** means the complaint filed by Plaintiff on May 27, 2020 in
10 this Action. **“PAGA”** shall mean the California Labor Code Private Attorneys General Act of 2004
11 (Cal. Lab. Code §§ 2698, et seq., **“PAGA”**).

12 26. **“PAGA Member”** or **“PAGA Members”** shall mean all persons who, at any time
13 during the PAGA Period, worked in a non-exempt position for Defendant in the State of California.

14 27. **“PAGA Penalties”** shall mean the amount that the Parties have agreed to allocate as
15 civil penalties in order to settle claims arising under the Private Attorneys General Act of 2004 (Cal.
16 Lab. Code §§ 2698, *et seq.*). The Parties have agreed to allocate \$6,000 of the Gross Settlement
17 Amount as PAGA Penalties. Seventy-Five percent (75%) of the PAGA Penalties in the amount of
18 \$4,500 shall be paid directly to the LWDA in accordance with Labor Code §§ 2698 *et seq.* The
19 remaining Twenty-Five percent (25%) of the PAGA Penalties in the amount of \$1,5000, shall be
20 distributed to PAGA Members. PAGA Members will receive payment from the employee portion
21 of the PAGA Penalties regardless of their decision to participate in the class action if the PAGA
22 Penalties are approved by the Court. **“PAGA Period”** shall mean the time period between May 27,
23 2019 to December 1, 2021.

24 28. **“PAGA Released Claims”** shall mean all claims, demands, rights, liabilities and
25 causes of action for penalties under California Labor Code Private Attorneys General Act of 2004
26 against the Released Parties based on the facts and claims alleged in the letter to the Labor &
27 Workforce Development Agency (LWDA) on May 27, 2020 , and all claims which could have been
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1 pled in the letter to the LWDA on May 27, 2020, that arose during the PAGA Period, including but
2 not limited to claims for civil penalties under Labor Code 201, 202, 203, 204, 210, 218.6, 221,
3 225.5, 226, 226(a), 226(b), 226(e), 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197,
4 1197.1, 1197.2, 1198, 2698 *et seq.*, and 2802, and applicable Wage Orders of the Industrial
5 Welfare Commission, including but not limited to applicable Industrial Welfare Commission Wage
6 Order, and all related Claims for attorneys' fees and costs. "**PAGA Workweeks**" shall mean the
7 number of weeks of employment for each PAGA Member as hourly-paid or non-exempt employee
8 during the PAGA Period. The Settlement Administrator will calculate the number of PAGA
9 Workweeks by calculating the number of days each PAGA Member was employed during the Class
10 Period, dividing by seven (7), and rounding up to the nearest whole number.

11 29. "**Participating Settlement Class Member**" means Plaintiff and all other Class
12 Members who do not submit a valid and timely Request for Exclusion.

13 30. "**Parties**" means Defendant, Named Plaintiff and the Class Members.

14 31. "**Preliminary Approval Order**" means the Order issued by the Court preliminarily
15 approving the terms of the Settlement set forth in this Stipulation.

16 32. "**Qualified Settlement Fund**" shall be the fund established by the Claims
17 Administrator pursuant to Internal Revenue Code Section 1.468B-1, and funded by Defendant
18 within thirty 30 calendar days after the Effective Date. This amount equals no more than \$175,000
19 and includes all funds available for Settlement payments, costs of litigation, attorneys' fees, claims
20 administration costs, PAGA payments, and an incentive award.

21 33. "**Released Claims**" is defined as follows: The Class Members shall fully and finally
22 release and discharge the Released Parties from any and all Released Claims (as defined below).
23 The Released Claims include, but are not limited to, all claims asserted and arising from or related
24 to the facts and claims alleged in the Operative Complaint, and all claims which could have been
25 pled in the Operative Complaint on behalf of the Settlement Class based upon the facts alleged in
26 the Operative Complaint. The Released Claims include all claims, rights, demands, liabilities and
27 causes of action for unpaid wages, including but not limited to for failure to pay minimum wage,
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1 straight time compensation, overtime compensation, and interest; payment for all hours worked,
2 including off-the-clock work; reimbursement for all necessary business expenses; wage statements;
3 failure to keep accurate records; liquidated damages; meal period and rest break violations; unfair
4 business practices; wage payments; penalties, including, but not limited to, recordkeeping penalties,
5 wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees
6 and expenses. The Released Claims include all such claims arising under California Labor Code
7 sections 201, 202, 203, 204, 210, 218.6, 221, 225.5, 226, 226(a), 226(b), 226(e), 226.7, 227.3, 510,
8 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.2, 1198, 2698 *et seq.*, and 2802; California
9 Business and Professions Code §§ 17200 *et seq.*; and the Fair Labor Standards Act, 29 U.S.C. §§
10 201 *et seq.* Specifically, as to the release of claims under the Fair Labor Standards Act, 29 U.S.C.
11 §§ 201 *et seq.*, by cashing any settlement check, Class Members thereby opt-in to the Settlement and
12 expressly release their claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* This
13 release excludes the release of claims not permitted by law.

14 34. **“Released Parties”** means Defendant California Medical Response, Inc. dba Cal-
15 Med Ambulance Service, erroneously sued as “Cal Med Ambulance Corporation” and its past and
16 present agents, servants, owners, officers, directors, partners, trustees, representatives, members,
17 shareholders, attorneys, parents, subsidiaries, equity sponsors, related corporations, divisions, joint-
18 ventures, assigns, predecessors, successors, any entities deemed a client employer of Defendant,
19 service providers, insurers, consultants, subcontractors, any individual or entity deemed a statutory
20 employer or joint employers (under any legal theory of joint employment), indemnitors and
21 indemnitees, employee benefit plans and fiduciaries thereof, affiliated organizations, and all persons
22 acting under, by, through or in concert with any of them, and each of them.

23 35. **“Request for Exclusion/Objection Deadline Date”** means the date, no later than sixty
24 (60) calendar days after the date the Notice is mailed, on or before which a written objection or
25 Request for Exclusion must be submitted, signed and returned by mail for a Class Member to be
26 eligible to object or request exclusion from the Settlement.

1 36. **“Request for Exclusion”** means a timely letter submitted by a Class Member
2 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set
3 forth the name, address, and telephone number of the Class Member requesting exclusion; (b)
4 clearly state that the Class Member does not wish to be included in the Settlement; (c) be signed by
5 the Class Member; (d) be returned by mail, addressed to the Claims Administrator at the specified
6 address indicated in the Notice Packet; and (e) be postmarked on or before the Request for
7 Exclusion/Objection Deadline Date. The date of the postmark shall be the exclusive means to
8 determine whether a Request for Exclusion has been timely submitted. A Class Member who does
9 not request exclusion from the Settlement shall be deemed a Class Member and will be bound by all
10 terms of the Settlement, if the Settlement is granted final approval by the Court.

11 37. **“Service Award”** means the amount the Court authorizes to be paid to the Named
12 Plaintiff over and above Named Plaintiff’s Individual Settlement Payment, in recognition of Named
13 Plaintiff’s effort in assisting with the prosecution of the Action. Named Plaintiff will request a
14 Service Award up to \$10,000. Named Plaintiff will be issued an IRS Form 1099 by the Claims
15 Administrator in connection with any Service Award.

16 38. **“Work Week”** means a calendar week worked by a Class Member while employed
17 by Defendant from August 10, 2016 and December 1, 2021.

18 **II. RECITALS**

19 This Stipulation is made by Named Plaintiff on behalf of himself and each Class Member,
20 on the one hand, and Defendant, on the other hand, and is subject to the approval of the Court.

21 **A. The Complaint**

22 On May 27, 2020, Plaintiff filed this Action in the Superior Court of the State of California.
23 In his Complaint, Plaintiff asserts the following claims: (1) Failure to Pay Minimum Wages; (2)
24 Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest
25 Periods; (5) Failure to Furnish Accurate Wage Statements; (6) Waiting Time Penalties; (7) Failure
26 to Reimburse for Business Expenditures and Losses; (8) Unfair Business Practices; and (9) Civil
27 Penalties Under the Private Attorneys General Act (“PAGA”)
28

1 **B. Investigation in the Class Action**

2 The Parties have conducted significant investigation of the facts and law during the
3 prosecution of the Action. Such discovery and investigation includes (among other things):
4 production of documents pertaining to Named Plaintiff and the Class for the multi-year period
5 covered by the Action, information and data relevant to Named Plaintiff's claims and the analysis by
6 the Parties of the data to investigate the merits of Named Plaintiff's claims and potential liability,
7 review of Defendant's wage-and-hour policies, discussions with the Named Plaintiff and Class
8 Members regarding their employment with Defendants, and review of public record documents and
9 information related to Defendant's business. Furthermore, counsel for the Parties have investigated
10 the law as applied to the facts discovered regarding the alleged claims of Named Plaintiff and
11 potential defenses thereto, and the potential damages claimed by Named Plaintiff.

12 Counsel for the Parties engaged in extensive discussions about the strengths and weaknesses
13 of the claims and defenses. The Parties attended a full-day mediation before an experienced and
14 well-regarded mediator, Gig Kyriacou, on March 1, 2021, but were unable to resolve this Action.
15 Subsequently, Defendant produced additional documents relating to this Action, including
16 Defendant's financial records. After reviewing these documents and Plaintiff retaining a third-party
17 expert to analyze the financial records, the Parties reengaged in rigorous negotiations, and as a result
18 of these negotiations and with the continued assistance of mediator Gig Kyriacou, the Parties were
19 able to resolve this matter through a mediator's proposal on April 7, 2021.

20 **C. Benefits of Settlement to Class Members**

21 Named Plaintiff and Class Counsel recognize the expense and length of continued
22 proceedings necessary to litigate the disputes through trial and through any possible appeals.
23 Named Plaintiff has also taken into account the uncertainty and risk of the outcome of further
24 litigation, the uncertain merits of the claims, and the difficulties and delays inherent in such
25 litigation. Named Plaintiff and Class Counsel are also aware of the burdens of proof necessary to
26 establish liability and class certification for the claims asserted in the Action, both generally and in
27 response to Defendant's defenses thereto. Named Plaintiff and Class Counsel have also taken into
28

1 account the extensive Settlement negotiations conducted. Named Plaintiff and Class Counsel have
2 also taken into account Defendant's agreement to enter into a Settlement that confers substantial
3 relief upon the Class Members. Based on the foregoing and Class Counsel's experience in similar
4 wage-and-hour cases, Named Plaintiff and Class Counsel have determined that the Settlement set
5 forth in this Agreement is a fair, adequate, and reasonable Settlement, and is in the best interests of
6 the Class. Defendant and its counsel do not dispute that this Settlement is fair, reasonable, and
7 adequate under all of the circumstances.

8 **D. Defendant's Reasons for Settlement**

9 Defendant has concluded that any further defense of this litigation would be protracted and
10 expensive for all Parties. Substantial amounts of time, energy and resources of Defendant has been
11 spent and, unless this Settlement is made, will continue to be devoted to the defense of the Claims
12 asserted. Defendant has also taken into account the risks of further litigation in reaching its decision
13 to enter into this Settlement. Defendant has, therefore, agreed to settle in the manner and upon the
14 terms set forth in this Agreement to put to rest the Claims as set forth in the Action.

15 As to the Released Claims, Defendant denies and continues to deny each of those claims.
16 Defendant has repeatedly asserted and continues to assert defenses thereto, and has expressly
17 denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or
18 conduct alleged in the Action.

19 **E. Named Plaintiff's Claims**

20 Named Plaintiff has claimed and continues to claim that the Released Claims have merit and
21 give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims.
22 Nothing contained in this Agreement and no documents referred to herein and no action taken to
23 carry out this Agreement may be construed or used as an admission by or against Named Plaintiff or
24 Class Counsel as to the merits or lack thereof of the Claims asserted.

25 **III. STIPULATION AND AGREEMENT**

26 ***NOW, THEREFORE, IT IS HEREBY STIPULATED***, by Named Plaintiff on behalf of
27 the Class Members on the one hand, and Defendant on the other hand, and subject to the approval
28

1 of the Court, that the Action is hereby being compromised and settled pursuant to the terms and
2 conditions set forth in this Agreement and that upon the Effective Date, and the payment by
3 Defendant of all monies due under the Agreement, the Parties shall file a Satisfaction of Judgment
4 with the Court, subject to the continuing jurisdiction of the Superior Court as set forth below, and
5 subject to the following terms and conditions:

6 1. **Full Investigation.** Named Plaintiff and Class Counsel have fully investigated the
7 factual and legal bases for the causes of action asserted in the Action.

8 2. **Release as to All Class Members.** Upon the funding of the Qualified Settlement
9 Fund, the Class Members, including Named Plaintiff, release the Released Parties from the
10 Released Claims during the Class Period. The Class Members agree not to sue or otherwise make a
11 claim against any of the Released Parties for the Released Claims.

12 3. **Release as to All PAGA Members: Upon the funding of the Qualified Settlement**
13 **Fund,** PAGA Members release the Released Parties from the PAGA Released Claims during the
14 PAGA Period. PAGA Members shall receive their portion of the PAGA Penalties and release the
15 PAGA Released Claims regardless of their decision to opt-out of the class settlement.

16 4. **General Release by Named Plaintiff.** In addition to the releases made by the Class
17 Members as set forth herein, Named Plaintiff, in his individual capacity and with respect to his
18 individual claims only, agrees, in exchange for receipt of the Service Award, to release the Released
19 Parties from any and all claims, known and unknown, under federal, state and/or local law, statute,
20 ordinance, regulation, common law, or other source of law. The General Release by Named
21 Plaintiff includes, but is not limited to, all claims arising from or related to the Action or that could
22 have been alleged in the Action. The General Release by Named Plaintiff includes all claims for
23 unpaid wages, including but not limited to for failure to pay minimum wage, straight time
24 compensation, overtime compensation, and interest; payment for all hours worked, including off-
25 the-clock work; reimbursement for all necessary business expenses; wage statements; failure to keep
26 accurate records; liquidated damages; meal period and rest break violations; unfair business
27 practices; wage payments; penalties, including, but not limited to, recordkeeping penalties, wage
28

1 statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and
2 expenses. The General Release by Named Plaintiff includes all such claims arising under the
3 California Labor Code (including, but not limited to, sections 201, 202, 203, 204, 210, 218.6, 221,
4 225.5, 226, 226(a), 226(b), 226(e), 226.7, 227.3, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197,
5 1197.1, 1197.2, 1198, 2698 et seq., and 2802); the Wage Orders of the California Industrial
6 Welfare Commission; the California Private Attorneys' General Act; California Business and
7 Professions Code section 17200 et seq.; the California common law of contract; the Fair Labor
8 Standards Act, 29 U.S.C. § 201 et seq.; federal common law; and the Employee Retirement Income
9 Security Act, 29 U.S.C. § 1001, *et seq.* The General Release by Named Plaintiff also includes all
10 claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys'
11 fees and costs arising under federal, state, or local laws for discrimination, harassment, and wrongful
12 termination, such as, by way of example only, 42 U.S.C. section 1981, Title VII of the Civil Rights
13 Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and
14 the California Fair Employment and Housing Act; and the law of contract and tort. This release
15 excludes the release of claims not permitted by law.

16 The General Release by Named Plaintiff includes all claims, whether known or unknown,
17 which, if known, might have affected his Settlement with, and release of, the Released Parties or
18 might have affected his decision not to object to this Settlement or the General Release.

19 With respect to his General Release, Named Plaintiff stipulates and agrees that, upon the
20 execution of this Agreement, he shall be deemed to have, and by operation of the Final Judgment
21 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
22 rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under
23 federal or state law as to the generally released claims, which provides:

24 A general release does not extend to claims that the creditor or releasing party does
25 not know or suspect to exist in his or her favor at the time of executing the release
26 and that, if known by him or her, would have materially affected his or her
27 settlement with the debtor or released party.
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1 Named Plaintiff may hereafter discover facts in addition to or different from those he now
2 knows or believes to be true with respect to the subject matter of the General Release, but upon the
3 Effective Date, he shall be deemed to have, and by operation of the Final Judgment shall have, fully,
4 finally, and forever settled and released any and all of the claims released pursuant to the General
5 Release whether known or unknown, suspected or unsuspected, contingent or non-contingent,
6 which now exist, or heretofore have existed upon any theory of law or equity.

7 **5. Service Award.** Subject to Court approval, for his time and effort in bringing and
8 prosecuting this matter, Named Plaintiff shall be paid up to \$10,000, or such other lower amounts as
9 the Court may order. This payment is expressly made in return for the releases described above.
10 This Service Award shall be paid to Named Plaintiff by the Claims Administrator no later than
11 fifteen (15) calendar days after Defendant delivers the Gross Settlement Amount to the Claims
12 Administrator for deposit into the Qualified Settlement Fund. The Service Award shall be made
13 solely from the Qualified Settlement Fund. The Parties agree that a decision by the Court to award
14 Named Plaintiff an amount less than the amount stated above shall not be a basis for Class Counsel
15 to void this Stipulation. The Claims Administrator shall issue a Form 1099 - MISC, Box 3 for the
16 Service Award. Any amounts awarded for a Service Award to Named Plaintiff less than the amount
17 listed above will result in the non-awarded funds being part of the Net Class Settlement Fund
18 available for distribution to the Class Members. Named Plaintiff shall be solely and legally
19 responsible to pay any and all applicable taxes on this payment and shall hold harmless Defendant
20 from any claim or liability for taxes, penalties or interest arising as a result of the payment. This
21 Service Award shall be in addition to Named Plaintiff's share of the Net Class Settlement Fund as a
22 Participating Settlement Class Member.

23 **6. Tax Liability.** Defendant makes no representations as to the tax treatment or legal
24 effect of the payments called for herein, and Named Plaintiff is not relying on any statement or
25 representation by Defendant in this regard. Named Plaintiff understands and agrees that he will be
26 solely responsible for the payment of any taxes and penalties assessed on the payment described
27 herein.

1 7. **CIRCULAR 230 DISCLAIMER.** EACH PARTY TO THIS AGREEMENT
2 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH
3 PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
4 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF
5 THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
6 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER
7 ADVISORS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
8 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
9 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
10 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
11 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
12 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
13 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
14 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
15 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
16 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
17 ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
18 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
19 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
20 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR
21 ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
22 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
23 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
24 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

25 8. **Creation of the Qualified Settlement Fund and Administration of the Settlement.**

26 As soon as practicable after the Effective Date, the Claims Administrator shall notify
27 Defendant of the amount of funds required to be paid by Defendant pursuant to this Stipulation,
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1 and within thirty (30) calendar days after the Effective Date, Defendant shall deliver the amount of
2 funds required by this Stipulation into the Qualified Settlement Fund created by the Claims
3 Administrator. All payments that Defendant is required to make pursuant to the Settlement
4 Agreement, except for the Employer's Share of Payroll Taxes, shall be made from this Fund.
5 Payments from the Qualified Settlement Fund shall be made for: (1) the Service Award to Named
6 Plaintiff, as specified in this Agreement and approved by the Court; (2) Attorneys' Fees and Cost
7 Award paid to Class Counsel, as specified in this Agreement and approved by the Court, estimated
8 not to exceed \$15,000; (3) the Claims Administration Costs, estimated not to exceed \$7,000; and
9 (4) the \$6,000 PAGA Payment to the Labor and Workforce Development Agency. The balance
10 remaining shall constitute the Net Settlement Fund from which Gross Individual Settlement
11 Payments shall be made to the Participating Settlement Class Members, less applicable taxes.

12 **9. Attorneys' Fees and Cost Award.** Defendant agrees not to oppose any motion by
13 Class Counsel for attorneys' fees not in excess 1/3rd of the Gross Settlement Amount, up to
14 \$58,333.33 and actual expenses costs reasonably incurred in connection with the Action, estimated
15 not to exceed \$15,000. The fee split between Class Counsel is as follows: 66.67% to KJT Law
16 Group LLP and 33.33% to Adams Employment Counsel. Named Plaintiff has provided written
17 consent to this fee-splitting arrangement. Any amount awarded for attorneys' fees and costs to Class
18 Counsel less than these amounts will result in the non-awarded amounts being part of the Net
19 Settlement Fund, available for distribution to Participating Settlement Class Members. So long as
20 there are no objections, Class Counsel shall be paid any Court-approved fees and costs no later than
21 fifteen (15) calendar days after Defendant delivers the Gross Settlement Amount to the Claims
22 Administrator for deposit into the Qualified Settlement Fund. Class Counsel shall be solely and
23 legally responsible to pay all applicable taxes on the payment made pursuant to this Paragraph.
24 Forms 1099 - MISC, Box 14 shall be provided to Class Counsel by the Claims Administrator for
25 the payments made pursuant to this Paragraph.

26 **10. PAGA Payment.** Subject to Court approval, Defendant shall pay up to \$6,000, with
27 25%, or \$1,500, to Class Members, and 75%, or \$4,500, to the Labor and Workforce Development
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1 Agency, pursuant to Labor Code §2699(i). The PAGA Payment shall be paid to the Labor and
2 Workforce Development Agency by the Claims Administrator no later than fifteen (15) calendar
3 days after Defendant delivers the Gross Settlement Amount to the Claims Administrator for deposit
4 into the Qualified Settlement Fund. The PAGA Payment shall be made solely from the Qualified
5 Settlement Fund. The Claims Administrator shall issue a Form 1099 - MISC, Box for the Service
6 Award. Any amounts awarded for a PAGA Payment less than the amount listed above will result in
7 the non-awarded funds being part of the Net Class Settlement Fund available for distribution to the
8 Class Members.

9 **11. Claims Administrator.** The Claims Administrator shall be paid for the costs of
10 administration of the Settlement from the Gross Settlement Amount – such costs are estimated not
11 to exceed \$7,000. And such costs include the required tax reporting on the Settlement amounts,
12 including the issuing of W-2 and 1099 Forms, as well as calculation of employee withholding taxes
13 and the employer payroll taxes for Defendant to be remitted to the tax authorities. Ten (10)
14 business days prior to the Final Approval Hearing, the Claims Administrator shall provide the Court
15 and all counsel for the Parties with a statement detailing the costs of administration of the Gross
16 Settlement Amount. A Form 1099 - MISC, Box 7 shall be issued to the Claims Administrator.

17 **12. Preliminary Approval Hearing.** As part of this Settlement, the Parties agree to the
18 following procedures for obtaining preliminary Court approval of the Settlement:

19 a. Named Plaintiff shall request a hearing before the Court to request preliminary
20 approval of the Settlement and to request the entry of the Preliminary Approval Order.

21 b. Simultaneous with the filing of the Stipulation and Settlement of Class Action
22 Agreement, and solely for purposes of this Settlement, Named Plaintiff will request the Court to
23 enter the Preliminary Approval Order, preliminarily approving and conditionally certifying the class
24 for Settlement purposes only, and setting a date for a Final Approval Hearing.

25 c. In conjunction with this hearing, Named Plaintiff will submit this Stipulation and
26 Settlement of Class Action Agreement, which sets forth the terms of this Settlement Agreement, and
27 will include proposed forms of all notices and other documents as attached hereto necessary to
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1 implement the Settlement. The Order shall provide for Notice of the Settlement and related
2 matters to be sent to Class Members as specified herein.

3 **13. Settlement Administration/Management.** The Individual Settlement Payments shall
4 be managed and administered as follows:

5 a. Defendant shall have no obligation to segregate the funds to be used for the
6 Gross Settlement Amount from other assets. Defendant will retain exclusive authority over, and
7 responsibility for, the funds comprising the Gross Settlement Amount until such time as payment is
8 due.

9 b. Simpluris, Inc. shall be retained to serve as Claims Administrator. The Parties
10 represent that they do not have any financial interest in the Claims Administrator or otherwise have
11 a relationship with the Claims Administrator that could create a conflict of interest.

12 c. Defendant shall provide the Claims Administrator with the Class List and Data
13 Report, as described herein, within fifteen (15) calendar days of Preliminary Approval of the
14 Settlement.

15 d. Within ten (10) calendar days of receipt of the Class List and Data Report, the
16 Claims Administrator shall mail the Notice Packet, as described herein, to each Class Member in
17 accordance with paragraph 13 *infra*.

18 e. All Class Members who do not submit a Request for Exclusion will receive an
19 Individual Settlement Payment and shall be Participating Settlement Class Members.

20 f. No later than five (5) calendar days prior to the Final Approval Hearing, the
21 Claims Administrator shall provide Defendant's Counsel and Class Counsel a report showing: (i) the
22 names and number of Class Members who have objected to the Settlement; (ii) the names and
23 number of Class Members who have timely filed a Request for Exclusion; and (iii) the amount owed
24 to each Participating Settlement Class Member.

25 g. The Parties agree to cooperate in the Settlement administration process and to
26 make all reasonable efforts to control and minimize costs and expenses incurred.

1 h. The Claims Administrator shall be responsible for: printing and mailing the
2 Notices to Class Members as directed by the Court; receiving and reporting the Requests for
3 Exclusion and objections submitted by Class Members; mailing Individual Settlement Payments to
4 Participating Settlement Class Members; and other tasks as the Parties mutually agree or the Court
5 orders the Claims Administrator to perform. The Claims Administrator shall keep Defendant,
6 Defendant's Counsel and Class Counsel timely apprised of the performance of all Claims
7 Administrator responsibilities.

8 i. The Claims Administrator, on Defendant's behalf, shall have the authority and
9 obligation to make payments, credits and disbursements, including payments and credits in the
10 manner set forth herein, to Participating Settlement Class Members calculated in accordance with
11 the methodology set out in this Agreement and orders of the Court.

12 j. Any tax return filing required by this Agreement shall be made by the Claims
13 Administrator. Any expenses incurred in connection with such filing shall be a cost of
14 administration of the Settlement.

15 k. No person shall have any claim against Defendant or Defendant's Counsel,
16 Named Plaintiff, Class Members, the Class, Class Counsel or the Claims Administrator based on
17 distributions and payments made in accordance with this Agreement.

18 **14. Calculation of Individual Settlement Payment.** To determine the Gross Individual
19 Settlement Payment for each Participating Settlement Class Member:

20 a. The Net Class Settlement Fund shall be divided among all Participating
21 Settlement Class Members, based on the total number of Work Weeks of the Participating
22 Settlement Class Members as described herein. The result of this division is referred to as the
23 "Week Rate." The amount of each Participating Settlement Class Member's claim shall be the
24 Participating Settlement Class Member's individual number of Work Weeks during the relevant
25 time period multiplied by the Week Rate.

26 b. The Settlement Administrator will determine the total number of PAGA
27 Workweeks for each PAGA Member and the total aggregated number of PAGA Workweeks
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1 worked by all PAGA Members during the PAGA Period. The Settlement Administrator will be
2 provided with such information, by Defendants, as is necessary to calculate each PAGA Member's
3 PAGA Workweeks and the aggregated number of PAGA Workweeks. The amount that each
4 PAGA Member will receive will be calculated by dividing each PAGA Member's individual PAGA
5 Workweeks by the total PAGA Workweeks of all PAGA Members, and multiplying the resulting
6 fraction by the 25% share of the PAGA Penalties designated for distribution to PAGA Members.
7 PAGA Members shall receive this portion of their Individual Settlement Payment regardless of
8 whether they opt out of the participation regarding the class claims.

9 c. The Gross Individual Settlement Payment to each Participating Settlement Class
10 Member shall be allocated as follows: one-third (1/3) shall be attributed to penalties to be reported
11 on a 1099 Form; one-third (1/3) shall be attributed to interest to be reported on a 1099 Form; and
12 one-third (1/3) shall be attributed to wages ("Wage Component"), to be reported on a W-2 Form.

13 d. The Claims Administrator shall determine the eligibility for, and the amounts of,
14 any Individual Settlement Payments under the terms of this Settlement Agreement. Any disputes
15 not resolved by the Claims Administrator concerning the administration of the Settlement will be
16 resolved by the Court, venued in Los Angeles County, California, under the laws of the State of
17 California. Prior to any such involvement of the Court, counsel for the Parties will confer in good
18 faith to resolve the dispute without the necessity of involving the Court.

19 e. The Gross Individual Settlement Payments will be reduced by any required legal
20 deductions for each Class Member. All standard employee payroll deductions will be made for
21 state and federal withholding taxes, resulting in a "Net Wage Component." The Claims
22 Administrator will issue a check and W-2 Form to each Class member for the Wage Component.

23 f. No withholding shall be made on the interest and penalty portion of the Gross
24 Individual Settlement Payment. The Claims Administrator will issue a second check and IRS
25 Form 1099 for the remaining interest and penalty component.

26 g. The Claims Administrator shall be responsible for issuing the payments and
27 calculating and withholding all required state and federal taxes.

1 **15. Notice to Class Members.** Notice of the Settlement shall be provided to all Class
2 Members using the following procedures:

3 a. Notice by First-Class Mail. Within ten (10) calendar days after receipt of the
4 Class List and Data Report, the Claims Administrator shall mail the Notice Packet to the Class
5 Members via first-class regular U.S. mail. Prior to mailing, the Claims Administrator will perform a
6 search based on the National Change of Address Database to update and correct for any known or
7 identifiable address changes. If a new address is obtained by way of a returned Notice Packet, then
8 the Claims Administrator shall promptly forward the original Notice Packet to the updated address
9 via first-class regular U.S. mail indicating on the original Notice Packet the date of such re-mailing.

10 b. Request for Exclusion/Objection Deadline Date: Class Members will have sixty
11 (60) days from the mailing of the original Notice Packet to submit a Request for Exclusion or object
12 to the Settlement.

13 c. Procedure for Undeliverable Notices. Any Notices returned to the Claims
14 Administrator as non-delivered on or before the Request for Exclusion/Objection Deadline Date
15 shall be sent to the forwarding address affixed thereto within five (5) business days. If no forwarding
16 address is provided, then the Claims Administrator shall promptly attempt to determine a correct
17 address using a single skip-trace, computer or other search using the name, address and/or Social
18 Security number of the individual involved, and shall then perform a single re-mailing within five (5)
19 business days. The Request for Exclusion/Objection Deadline Date will be extended fifteen (15)
20 calendar days for any Class Member who is re-mailed a Notice by the Claims Administrator, unless
21 the 15th day falls on a Sunday or Federal holiday, in which case the Request for
22 Exclusion/Objection Deadline Date will be extended to the next day on which the U.S. Postal
23 Service is open. In the event the procedures in this paragraph are followed and the intended
24 recipient of a Notice still does not receive the Notice, the Class Member shall be bound by all terms
25 of the Settlement and any Final Judgment entered by the Court if the Settlement is approved by the
26 Court.

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1 d. As mentioned herein, at least ten (10) calendar days prior to the Final Approval
2 Hearing the Claims Administrator shall provide Defendant's Counsel and Class Counsel a report
3 showing: (i) the names and number of Class Members objecting to the Settlement; (ii) the names of
4 the Participating Settlement Class Members; (iii) the names and number of Class Members who
5 have timely filed valid Requests for Exclusion; and (iv) the amount owed to each Participating
6 Settlement Class Member.

7 **16. Procedure for Objecting to or Requesting Exclusion from the Class Action**

8 **Settlement.** The Class Members shall submit objections to the Settlement and submit Requests for
9 Exclusion from the Settlement, using the following procedures:

10 a. **Procedure for Objecting.** The Notice shall provide that those Class Members
11 who wish to object to the Settlement may mail a written statement of objection ("Notice of
12 Objection") to the Claims Administrator no later than the Request for Exclusion/Objection
13 Deadline Date. The postmark date of the mailing shall be deemed the exclusive means for
14 determining that a Notice of Objection is timely. The Notice of Objection must contain a statement
15 of the Class Member's objections, a statement advising if the objecting Class Member plans to
16 address the Court at the Settlement Fairness Hearing and any legal briefs, papers or memoranda the
17 objecting Class Member proposes to submit to the Court. The Claims Administrator shall provide
18 counsel for the Parties with complete copies of all objections received immediately upon receipt,
19 including the postmark dates for each objection. Regardless of whether a Class Member submits a
20 written objection, the Class Member may appear at the Final Fairness Hearing and object to the
21 Settlement.

22 b. **Procedure for Requesting Exclusion.** The Notice shall provide that those Class
23 Members who wish to request exclusion from the Settlement must: (a) set forth the name, address,
24 and telephone number of the Class Member requesting exclusion, and last four (4) digits of his or
25 her Social Security Number; (b) clearly state that the Class Member does not wish to be included in
26 the Settlement; (c) be signed by the Class Member; (d) be returned by mail, addressed to the Claims
27 Administrator at the specified address indicated in the Notice Packet; and (e) be postmarked on or
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1 before the Claims/Request for Exclusion/Objection Deadline Date, to be “valid.” The date of the
2 postmark on the return mailing envelope shall be the exclusive means to determine whether a
3 Request for Exclusion has been timely submitted. Any Class Member who submits a valid and
4 timely Request for Exclusion shall no longer be a member of the Class, shall be barred from
5 participating in this Settlement, shall be barred from objecting to this Settlement and shall receive no
6 benefit from this Settlement. A Class Member who does not submit a valid and timely Request for
7 Exclusion shall be deemed a Class Member and will be bound by all terms of the Settlement, if the
8 Settlement is granted final approval by the Court.

9 c. No Solicitation of Settlement Objections or Requests for Exclusion. The Parties
10 agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the
11 Parties or their counsel seek to solicit or otherwise encourage or influence Class Members to submit
12 written objections to the Settlement, to request exclusion from the Settlement or to appeal from the
13 Order and Final Judgment.

14 17. Procedure for Payment of Individual Settlement Payments. The procedure for
15 payment to Class Members of Individual Settlement Payments is as follows:

16 a. All Class Members who do not submit a Request for Exclusion will receive an
17 Individual Settlement Payment from Defendant, distributed through the Claims Administrator.

18 b. Individual Settlement Payments for Class Members shall be paid pursuant to the
19 Settlement formula set forth herein, and shall be mailed within ten (10) calendar days after
20 Defendant delivers the amount of funds required by this Stipulation to the Claims Administrator for
21 deposit into the Qualified Settlement Fund.

22 c. Should any question arise regarding the determination of eligibility for, or the
23 amounts of, any Individual Settlement Payment under the terms of this Agreement, Class Counsel
24 and Defendant’s Counsel shall meet and confer in an attempt to reach agreement. If they cannot
25 agree, the Claims Administrator shall make the final determination, and that determination shall be
26 conclusive, final and binding on all Parties, including all Class Members.

1 d. Any checks issued by the Claims Administrator to Participating Settlement Class
2 Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar
3 days. Any amounts from settlement checks that remain uncashed and otherwise unclaimed after 180
4 calendar days shall be transferred to the California State Controller's Office – Unclaimed Property
5 Division, in accordance with California's Unclaimed Property Law, California Code of Civil
6 Procedure §§ 1500, *et seq.*

7 **18. Certification By Claims Administrator.** Upon completion of administration of the
8 distributions, the Claims Administrator shall provide written certification of such completion to the
9 Court and counsel for all Parties.

10 **19. Final Settlement Approval Hearing and Entry of Final Judgment.** Upon expiration
11 of the Request for Exclusion/Objection Deadline Date, with the Court's permission, a hearing
12 ("Final Fairness Hearing") shall be conducted to determine final approval of the Settlement along
13 with the amount properly payable for: (i) reasonable attorneys' fees and costs; (ii) any Service Award;
14 and (iii) cost of administration. The Final Fairness Hearing shall not be held earlier than thirty (30)
15 calendar days from the Request for Exclusion/Objection Deadline Date. Upon final approval of the
16 Settlement by the Court, the Parties shall present the Final Judgment to the Court for its approval.
17 After entry of the Final Judgment, the Court shall have continuing jurisdiction solely for purposes of
18 addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) Settlement
19 administration matters; and (iii) such post-Final Judgment matters as may be appropriate under
20 court rules or as set forth in this Agreement. If the Court grants final approval of the Settlement, the
21 Claims Administrator shall post notice of final judgment on its website within seven (7) calendar days
22 of entry of the Final Judgment.

23 **20. Defendant's Option to Nullify The Agreement.** In the event that more than ten
24 percent (10%) of Class Members request exclusion from the Settlement, Defendant, in its sole
25 discretion, shall have the option of nullifying the Agreement.

26 **21. Nullification of Settlement Agreement.** In the event: (i) the Court does not enter the
27 Order specified herein; (ii) the Court does not finally approve the Settlement as provided herein;
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1 (iii) the Court does not enter a Final Judgment as provided herein, which becomes final as a result of
2 the occurrence of the Effective Date; (iv) Defendant exercises its option to nullify the agreement
3 based on an excessive number of Requests for Exclusion; or (v) the Settlement does not become
4 final for any other reason, this Settlement Agreement shall be null and void. Any order or judgment
5 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning,
6 and the Stipulations and Recitals contained herein shall be of no force or effect, and shall not be
7 treated as an admission by the Parties or their Counsel. In such a case, the Parties and any funds to
8 be awarded under this Settlement shall be returned to their respective statuses as of the date and
9 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all
10 respects as if this Settlement Agreement had not been executed, except that any fees already
11 incurred by the Claims Administrator shall be paid in equal parts by Named Plaintiff and
12 Defendant.

13 **22. Publicity.** Neither Named Plaintiff nor Plaintiff's Counsel shall issue any press
14 release related in any way to the Settlement. Named Plaintiff and Plaintiff's Counsel agree that,
15 prior to preliminary approval of the Settlement, they will keep the terms of this Settlement
16 confidential except for purposes of communicating with Named Plaintiff or any putative class
17 members who make inquiries about the Action. Named Plaintiff shall be informed that, prior to
18 preliminary approval, the Settlement is confidential and shall be advised to keep the Settlement
19 confidential prior to preliminary approval. From and after preliminary approval of the Settlement,
20 the Class Members (including Named Plaintiff and Class Counsel) may comment regarding the
21 specific terms of the Settlement: (1) as required by law; (2) as required under the terms of the
22 Settlement; or (3) as required under counsel's duties and responsibilities as Class Counsel. In all
23 other cases, Named Plaintiff and Class Counsel agree to limit their statements regarding the terms of
24 the Settlement, whether oral, written or electronic (including the world wide web), to say the Action
25 has been resolved and that Named Plaintiff and Class Counsel are satisfied with the Settlement
26 terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations
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1 to faithfully discharge their duties as Class Counsel, including but not limited to, answering questions
2 from Class Members.

3 **23. Dispute Resolution.** Except as otherwise set forth herein, all disputes concerning the
4 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
5 with this Agreement shall be resolved as follows:

6 a. If Named Plaintiff or Class Counsel, on behalf of Named Plaintiff or any
7 Settlement Class Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that
8 the other Party has breached or acted contrary to the Agreement, that Party shall notify the other
9 Party in writing of the alleged violation.

10 b. Upon receiving notice of the alleged violation or dispute, the responding Party
11 shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating
12 Party with the reasons why the Party disputes all or part of the allegation.

13 c. If the response does not address the alleged violation to the initiating Party's
14 satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their
15 differences.

16 d. If Class Counsel and Defendant's Counsel are unable to resolve their differences
17 after twenty (20) calendar days, either Party may file an appropriate motion for enforcement with the
18 Court. The briefing of such motion should be in letter brief form and shall not exceed five (5)
19 single-spaced pages (excluding exhibits).

20 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
21 this Section may be recovered by any Party that prevails under the standards set forth within the
22 meaning of applicable law.

23 **24. No Retaliation.** Defendant shall not take any adverse action against any Class
24 Member, including Named Plaintiff, because of the Action or because of the existence of, and/or
25 participation in, the Settlement, or because they choose to benefit from the Settlement or to object
26 to the Settlement.

1 **25. Headings.** The descriptive headings of any paragraphs or sections of this Agreement
2 are inserted for convenience of reference only and do not constitute a part of this Agreement.

3 **26. Interim Stay of Proceedings.** The Parties agree to the Court staying and holding all
4 proceedings in the Action, except such proceedings necessary to implement and complete the
5 Settlement, in abeyance pending the Settlement Hearing to be conducted by the Court.

6 **27. Amendment or Modification.** This Agreement may be amended or modified only
7 by a written instrument signed by counsel for all Parties or their successors-in-interest.

8 **28. Entire Agreement.** This Agreement constitute the entire agreement among these
9 Parties, and no oral or written representations, warranties or inducements have been made to any
10 Party concerning this Agreement other than the representations, warranties and covenants contained
11 and memorialized in such documents.

12 **29. Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant
13 and represent that they are expressly authorized by the Parties whom they represent to negotiate this
14 Agreement and to take all appropriate action required or permitted to be taken by such Parties
15 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
16 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
17 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
18 unable to reach agreement on the form or content of any document needed to implement the
19 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
20 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The
21 persons signing this Agreement on behalf of Defendant represent and warrant that they are
22 authorized to sign this Agreement on its behalf.

23 **30. Binding on Successors and Assigns.** This Agreement shall be binding upon, and
24 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

25 **31. California Law Governs.** All terms of this Agreement shall be governed by and
26 interpreted according to the laws of the State of California.

32. **Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

33. **This Settlement Is Fair, Adequate and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable Settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

34. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

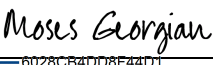
35. **Cooperation and Drafting.** Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any Party.

36. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions as valid and enforceable to the fullest extent possible consistent with applicable law.

[Signatures on Following Page]

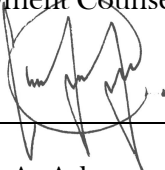
PLAINTIFF

Dated: 1/18/2023

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Moses Georgian

Dated: January 18, 2023

Represented by:
KJT Law Group LLP
Adams Employment Counsel

By: 
Christopher A. Adams
Attorneys for Named Plaintiff and Class

DEFENDANT

Dated: _____

By: _____
California Medical Response, Inc. dba Cal-Med Ambulance
Service, erroneously sued as "Cal Med Ambulance
Corporation

Dated: _____

Represented By:
Mitchell, Novitz, Sanchez, Gaston & Zimet LLP.

By: _____
Kevin R. Lussier
Martin S. Gattas
Attorneys for Defendant

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PLAINTIFF

Dated: _____

Moses Georgian

Represented by:

Dated: _____

KJT Law Group LLP
Adams Employment Counsel

By: _____

Christopher A. Adams
Attorneys for Named Plaintiff and Class

DEFENDANT

Dated: January 25, 2023

By: *Ron Marks*
Ron Marks (Jan 25, 2023 16:52 PST)

California Medical Response, Inc. dba Cal-Med Ambulance
Service, erroneously sued as "Cal Med Ambulance
Corporation

Represented By:

Mitchell, Novitz, Sanchez, Gaston & Zimet LLP.

Dated: January 25, 2023

By: 

Kevin R. Lussier
Martin S. Gattas
Attorneys for Defendant