

1 **CLASS AND PAGA ACTION SETTLEMENT AGREEMENT**

2 *Telecare Wage And Hour Cases, JCCP No. 5204, incl.*

3
4 *Warren v. Telecare Corporation*

5 *Alameda County Superior Court Case Nos. RG21096006 and HG21099839*

6
7 *Maria Chavez v. Telecare Corporation*

8 *Alameda County Superior Court Case No. RG20064206*

9
10 *Battle, et al. v. Telecare Corporation*

11 *San Bernardino County Superior Court Case Nos. CIVDS20157944 and CIVDS2015794*

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14 This Class and PAGA Action Settlement Agreement is between (1) Plaintiffs Chantia Warren,
15 Naayshon Battle, and Maria Chavez (“Plaintiffs”)—individually and on behalf of (a) the Class Members
16 and (b) the LWDA and the PAGA Members—and (2) Defendant Telecare Corporation (“Defendant” or
17 “Telecare”). Plaintiffs and Defendant collectively are the “Parties.” By this Agreement, the Parties
18 intend, with judicial approval, to settle the Action. If this Agreement is not finally approved, or is
19 otherwise nullified, then the Parties shall return to their positions preceding this Agreement, and
20 Defendant shall retain all rights to challenge the Plaintiffs’ claims and the certification of any class and
21 the manageability of any PAGA action, unless the Parties agree to seek reconsideration of the ruling or
22 Court approval of a renegotiated agreement.
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EXHIBITS

Notice of SettlementA

1 **1. Definitions**

2 Each defined term appears throughout this Agreement in initial capital letters.

3 **1.1. Action.** “Action” means the coordinated *Telecare Wage and Hour Cases*, JCCP
4 No. 5204, including *Warren v. Telecare Corporation* (Alameda County Superior Court Case Nos.
5 RG21096006 and HG21099839), *Maria Chavez v. Telecare Corporation* (Alameda County Superior
6 Court Case No. RG20064206), and *Battle, et al. v. Telecare Corporation* (San Bernardino County
7 Superior Court Case No. CIVDS20157944 and CIVDS2015794).

8 **1.2. Administrative Costs.** “Administrative Costs” means all costs that the Settlement
9 Administrator incurs in administering this Agreement.

10 **1.3. Agreement.** “Agreement” means this Class and PAGA Action Settlement
11 Agreement, which includes all its Recitals and the attached **Exhibit A**.

12 **1.4. Approval of the PAGA Settlement.** “Approval of the PAGA Settlement” means
13 judicial approval of the settlement of the PAGA claims covered by this Agreement.

14 **1.5. Class Claims.** “Class Claims” means all claims of liability that were asserted or
15 could have been asserted in this Action based on the facts alleged in this Action, with respect to the
16 pleaded claims for (1) failure to pay wages and overtime (Cal. Lab. Code §§ 204, 210, 221, 233, 246,
17 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198), (2) failure to provide timely, adequate, and
18 compliant meal periods and accurately and fully pay meal period premiums (*id.* §§ 226.7, 512, 512(a),
19 516, and 1198), (3) failure to provide timely, adequate, and compliant rest breaks and accurately and
20 fully pay rest break premiums (*id.* §§ 226.7, 516, and 1198), (4) failure to reimburse business expenses
21 (*id.* §§ 222.5 and 2802); (5) failure to provide accurate, complete, and compliant wage statements (*id.*
22 § 226, 226(a), 1174, 1174.5, and 1198), (6) failure to pay earned wages upon termination and “waiting
23 time” penalties (*id.* § 201, 202, and 203), (7) unfair business practices (Cal. Bus. & Prof. Code § 17200,
24 *et seq.*) for violations of the aforementioned Labor Code provisions, and (8) civil penalties under Labor
25 Code §§ 226.3, 558, and 1174.5 for violations of the aforementioned Labor Code provisions and the
26 California Wage Order.

27 **1.6. Class Counsel.** “Class Counsel” refers to the law firms of Blumenthal
28 Nordrehaug Bhowmik De Blouw, LLP, 2255 Calle Clara, La Jolla, CA 92037; Capstone Law APC,

1 1875 Century Park East, Suite 100, Los Angeles, California 90067; and Moon & Yang, APC, 1055 W.
2 Seventh St., Suite 1880, Los Angeles, California 90017. Any notice to Class Counsel shall go to the
3 foregoing addresses and to Raul Perez (raul.perez@capstonelawyers.com) and Robert Drexler
4 (robert.drexler@capstonelawyers.com) of Capstone Law APC, H. Scott Leviant
5 (scott.leviant@moonyanglaw.com) and Mariam Ghazaryan (mariam.ghazaryan@moonyanglaw.com) of
6 Moon & Yang, APC, and Kyle Nordrehaug (kyle@bamlaw.com) and AJ Bhowmik (aj@bamlawca.com)
7 of Blumenthal Nordrehaug Bhowmik De Blouw, LLP.

8 **1.7. Class Counsel Award.** “Class Counsel Award” refers to the attorneys’ fees and
9 costs that the Court awards in connection with resolving the Action in accordance with this Agreement.

10 **1.8. Class Members.** “Class Members” are those individuals who—for purposes of
11 this Agreement only—will be certified as members of the following class: current and former
12 non-exempt Telecare Corporation employees in California who worked at any time during the period
13 July 17, 2018 through the earlier of the date preliminary approval is granted by the Court or March 15,
14 2023, and who did not execute general releases of claims.

15 **1.9. Class Period.** See “Settlement Period.”

16 **1.10. Class Representatives.** “Class Representatives” refer to the Plaintiffs Naayshon
17 Battle, Maria Chavez, and Chantia Warren.

18 **1.11. Class Representative Enhancement Payment or Incentive Award or Service**
19 **Award.** See “Service Award.”

20 **1.12. Complaint.** “Complaint” refers to any and all complaints filed in the Action.

21 **1.13. Confidential Data.** “Confidential Data” refers to personal information the
22 Settlement Administrator needs to administer this Agreement, including employee names, employee ID
23 numbers, last known addresses and telephone number(s), dates of employment, Social Security numbers,
24 the number of workweeks worked by Class Members, and the number of pay periods applying to each
25 PAGA Member.

26 **1.14. Consideration Period.** “Consideration Period” refers to the 45 calendar days
27 following initial mailing of the Notice of Settlement, during which an individual can submit an
28 Objection or a Request for Exclusion.

1 **1.15. Court.** “Court” refers to the judge presiding over this Action, in the California
2 Superior Court for the County of Alameda.

3 **1.16. Defendant.** “Defendant” refers to Telecare Corporation.

4 **1.17. Defense Counsel.** “Defense Counsel” refers to Seyfarth Shaw LLP. For purposes
5 of providing any notice under this Agreement, Defense Counsel shall refer to Catherine M. Dacre,
6 Seyfarth Shaw LLP, 560 Mission Street, Suite 3100, San Francisco, California 94105. Any notice to
7 Class Counsel shall go to the foregoing address and to cdacre@seyfarth.com.

8 **1.18. Effective Date.** “Effective Date” is the date of the latter of (i) if no Objection has
9 been submitted, or if all submitted Objections have been withdrawn, then the date of the Final Approval
10 of the settlement, (ii) if any Objection has been submitted and not withdrawn, then the date on which
11 there is a Judgment subject to no further appeal.

12 **1.19. Fairness Hearing.** “Fairness Hearing” is the hearing at which the Court decides
13 whether the terms of the Agreement are fair, reasonable, and adequate and meet all requirements for
14 Final Approval.

15 **1.20. Final Approval Order.** “Final Approval Order” is the order the Court issues, in
16 connection with the Fairness Hearing, that approves the settlement contemplated by this Agreement.

17 **1.21. Gross Settlement Amount.** “Gross Settlement Amount” refers to the maximum
18 payment Defendant may be obligated to make in connection with the Agreement: \$2,345,000.00. This
19 sum includes all Individual Settlement Payments, any Service Awards, the PAGA Payment,
20 Administrative Costs, and the Class Counsel Award, provided, however, that Defendant must deposit
21 additional money to cover any legally required employer-side taxes.

22 **1.22. Individual Settlement Payment.** “Individual Settlement Payment” refers to the
23 total amount paid to each individual either as a PAGA Member or as a Settlement Class Member, or as
24 both. Settlement Class Members who are not PAGA Members (because they terminated employment
25 before the PAGA Period) will be paid only as Settlement Class Members. Individuals who are Class
26 Members and PAGA Members and who submit a Request for Exclusion will be paid only as PAGA
27 Members. Settlement Class Members who are also PAGA Members and do not submit a Request for
28 Exclusion will be paid both as Settlement Class Members and as PAGA Members.

1 **1.23. Judgment.** “Judgment” refers to the final judgment entered by the Court in this
2 Action after approving the Agreement.

3 **1.24. LWDA.** “LWDA” refers to the California Labor & Workforce Development
4 Agency, which enforces the Private Attorneys General Act of 2004 (“PAGA”), and which receives the
5 LWDA portion of the PAGA Payment.

6 **1.25. LWDA Payment.** “LWDA Payment” refers to the 75% portion of the PAGA
7 Payment that goes to the LWDA.

8 **1.26. Net Settlement Amount.** “Net Settlement Amount” refers to the portion of the
9 Gross Settlement Amount for distribution to Settlement Class Members and PAGA Members that
10 remains after accounting for Service Awards, the PAGA Payment, Administrative Costs, and the Class
11 Counsel Award.

12 **1.27. Notice of Settlement.** “Notice of Settlement” means a notice of the terms of the
13 class settlement contained in this Agreement, substantially in the form attached as Exhibit A.

14 **1.28. Objection.** “Objection” refers to a written statement timely submitted by a
15 Settlement Class Member to the Settlement Administrator that contains (1) the Objector’s full name and
16 current mailing address, (2) the last four digits of the Objector’s Social Security number, (3) the specific
17 reason(s) for the Objection, and (4) any evidence and supporting papers (including, without limitation,
18 all briefs, written evidence, and declarations) for the Court to consider.

19 **1.29. Objector.** “Objector” refers to a Settlement Class Member who has submitted an
20 Objection.

21 **1.30. PAGA Claims.** “PAGA Claims” means all claims for civil penalties sought under
22 PAGA for violations of California Labor Code Sections 201, 202, 203, 204, 210, 222.5, 226, 226.3,
23 226.7, 233, 246, 351, 510, 512, 512(a), 516, 558, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
24 1198, 2802 and the corresponding sections of the California Wage Order.

25 **1.31. PAGA Members.** “PAGA Members” are all current and former non-exempt
26 employees of Telecare in California in the PAGA Period.

1 **1.32. PAGA Payment.** “PAGA Payment” refers to the part of the Gross Settlement
2 Sum (\$80,000) apportioned for settlement of claims for civil penalties under the Private Attorneys
3 General Act of 2004, with 75% payable to the LWDA and 25% payable to PAGA Members.

4 **1.33. PAGA Period.** “PAGA Period” refers to the period from June 6, 2019 through
5 the end of the Settlement Period.

6 **1.34. Parties.** “Parties” refers collectively to (1) Plaintiffs and (2) Defendant.

7 **1.35. Plaintiffs.** “Plaintiffs” refers to Class Representatives Naayshon Battle, Maria
8 Chavez, and Chantia Warren.

9 **1.36. Preliminary Approval.** “Preliminary Approval” refers to the court order granting
10 Preliminary Approval of the class claims settled by this Agreement.

11 **1.37. Precluded PAGA Claims.** “Precluded PAGA Claims” means all PAGA Claims
12 that this Agreement will extinguish, through claim preclusion or issue preclusion, as a result of the
13 Approval of the PAGA Settlement.

14 **1.38. Qualified Settlement Fund.** “Qualified Settlement Fund” means a settlement
15 fund established pursuant to U.S. Treasury Regulation section 468B-1, 29 C.F.R. § 468B-1.

16 **1.39. Released Class Claims.** “Released Class Claims” means all Class Claims that
17 Settlement Class Members will release through this Agreement.

18 **1.40. Released Parties.** “Released Parties” refers to Defendant, and all of Defendant’s
19 present and former parent companies, including, but not limited to, TLC Behavioral Health, LLC, and
20 all subsidiaries, affiliates, dbas, and joint ventures, and all of Defendant’s shareholders, officers,
21 directors, employees, agents, vendors, agencies, contractors, servants, registered representatives,
22 attorneys, insurers, personal representatives, executors, successors and assigns, including their
23 respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, the
24 successors of such plans, and those plans’ respective current and former trustees and administrators,
25 agents, employees, and fiduciaries, and any other person acting by, through, under or in concert with any
26 of them.

27 **1.41. Request for Exclusion.** “Request for Exclusion” refers to a timely, written,
28 opt-out request signed by a Class Member and submitted to the Settlement Administrator with the

1 following information: (1) the Class Member’s full name and current mailing address, (2) the last four
2 digits of the Class Member’s Social Security number, and (3) an express statement that the Class
3 Member wishes to be excluded from the class settlement contained within this Agreement.

4 **1.42. Service Award.** “Service Award” refers to any payment that the Court awards for
5 service as a Class Representative, a portion of which shall be allocated and paid to each Plaintiff as
6 consideration supporting their respective Individual Settlement Agreement and General Release of
7 Claims (“Individual Release Agreements”).

8 **1.43. Settlement Administrator.** “Settlement Administrator” refers to the third-party
9 administrator that the Parties select.

10 **1.44. Settlement Class.** “Settlement Class” refers to all Class Members who do not file
11 a timely, valid Request for Exclusion.

12 **1.45. Settlement Period.** “Settlement Period” refers to the period beginning on July 17,
13 2018 through the earlier of the date of preliminary approval or March 15, 2023. The Settlement Period is
14 based upon and subject to the prior settlement and release in *Bland v. Telecare Corp.*, Alameda Co. Sup.
15 Ct. Case. No. RG16811450, where the released class was defined as “[a]ll current and former hourly-
16 paid or non-exempt employees who worked for [Telecare] within the State of California at any time
17 during the period from April 13, 2012 continuing up to and including July 16, 2018.”

18 **2. Recitals and Procedural History**

19 **2.1. Business of Defendant.** Telecare engaged non-exempt employees in California to
20 work in the healthcare industry providing community-based, acute, crisis, residential, and longer-term
21 recovery services for people with serious mental illness and complex needs.

22 **2.2. Allegations in Coordinated Complaints.** The Action asserts claims on behalf of
23 the Representative Plaintiffs individually and on behalf of other alleged similarly situated employees for
24 (1) failure to pay wages and overtime (Cal. Lab. Code §§ 204, 210, 221, 233, 246, 510, 558, 1182.12,
25 1194, 1194.2, 1197, 1197.1, and 1198), (2) failure to provide timely, adequate, and compliant meal
26 periods and accurately and fully pay meal period premiums (*id.* §§ 226.7, 512, 512(a), 516, and 1198),
27 (3) failure to provide timely, adequate, and compliant rest breaks and accurately and fully pay rest break
28 premiums (*id.* §§ 226.7, 516, and 1198), (4) failure to reimburse business expenses (*id.* §§ 222.5 and

2802); (5) failure to provide accurate, complete, and compliant wage statements (*id.* § 226, 226(a), 1174, 1174.5, and 1198), (6) failure to pay earned wages upon termination and “waiting time” penalties (*id.* § 201, 202, and 203), (7) unfair business practices (Cal. Bus. & Prof. Code § 17200, *et seq.*) for violations of the aforementioned Labor Code provisions, and (8) civil penalties under Labor Code §§ 226.3, 558, 1174.5, and 2698, *et seq.* for violations of the aforementioned Labor Code provisions and the California Wage Order.

2.3. Defendant’s Denials. Defendant denies (1) all the material allegations in this Action, (2) that Defendant and Released Parties violated any applicable law, (3) that Defendant or Released Parties are liable for damages, penalties, interest, restitution, attorneys’ fees, or costs, or for any other remedy sought in the Action, and (4) that class certification or representative treatment is appropriate as to any claim in the Action. Defendant contends that its policies, procedures, and practices comply with all laws asserted in the Action. Defendant has agreed to settle the Action solely to avoid the burden and expense of litigation. Any statements in this Agreement are made for settlement purposes only.

2.4. Class Counsel’s Investigation. Class Counsel has investigated the facts relating to the claims alleged in the Action and the defenses asserted by Defendant. Class Counsel interviewed Class Members and PAGA Members regarding the claims in the Action, and have examined Defendant’s compliance with its policies, procedures, and practices.

2.5. Negotiation of Settlement. Class Counsel have engaged in arms-length, mediated negotiations with Defendant with a view toward achieving substantial benefits while avoiding the cost and delay of further litigation.

2.6. Certification for Settlement Purposes. This Agreement is contingent upon approval of class certification under California Code of Civil Procedure Section 382 for settlement purposes only. Defendant expressly reserves the right to challenge the propriety of class certification or representative treatment for any other purpose should the Court not approve the Agreement.

3. The Gross and Net Settlement Amounts

3.1. Establishment of Gross Settlement Amount. The Gross Settlement Amount is \$2,345,000. In no event shall Defendant, absent its further agreement, be obligated to pay more than that

1 amount, except to the extent of legally required employer-side payroll taxes. All applicable employer
2 payroll tax payments (including but necessarily limited to FICA, FUTA, etc.) shall be paid in addition to
3 the Gross Settlement Amount. The Gross Settlement Amount includes all Individual Settlement
4 Payments, any Service Awards, the Class Counsel Award, the PAGA Payment, and Administrative
5 Costs.

6 **3.2. Calculation of Net Settlement Amount.** The Net Settlement Amount is the
7 portion of the Gross Settlement Amount that remains for distribution to Class Members and PAGA
8 Members, after deductions for any Service Awards, the PAGA Payment, Administrative Costs, and the
9 Class Counsel Award.

10 **4. Selection of Settlement Administrator and Notice of Settlement**

11 **4.1. Selection of Settlement Administrator.** The Parties will mutually agree in
12 writing to select a Settlement Administrator after receiving bids.

13 **4.2. Settlement Administration.** The Settlement Administrator will, as necessary,
14 print, copy, format, and translate materials, mail notices to Class Members, perform a skip trace for
15 undeliverable addresses, establish and maintain a Qualified Settlement Fund, obtain appropriate tax
16 identification numbers, calculate Individual Settlement Payments, calculate payroll withholdings and
17 payroll taxes, prepare and file all required IRS Forms, mail Individual Settlement Payments and tax
18 forms, post notices regarding settlement on the Settlement Administrator's website, remit all tax
19 payments and required documentation to taxing authorities, implement the process for any uncashed
20 settlement checks, and perform all other duties associated with settlement administration, including, but
21 not limited to, all those specified in this Agreement. Any dispute relating to settlement administration
22 shall, after good-faith efforts by the Parties to resolve the dispute, be referred to the Court.

23 **4.3. Confidential Data for the Settlement Administrator.** Within 30 calendar days
24 after Preliminary Approval of the class settlement, Defendant will give the Settlement Administrator a
25 listing, for Class Members and PAGA Members, of names, employee ID numbers, Social Security
26 numbers, last known street address, telephone numbers, and dates of employment. The Settlement
27 Administrator shall use these Confidential Data only for the purposes described in this Agreement, and
28

1 shall return the Confidential Data to Defendant or confirm the destruction of same upon completing the
2 work called for by this Agreement.

3 **4.4. Communicating Materials to Class Members.** Communications need be in
4 English only, absent a request for a translation.

5 **4.4.1. Mailing Class Notice.** Within 14 calendar days of receiving the
6 Confidential Data from Defendant, and after checking Class Member information against the National
7 Change of Address Database, the Settlement Administrator shall send the Notice of Settlement to Class
8 Members via First Class U.S. mail , using the last-known mailing address for each Class Member.

9 **4.4.2. Re-mailing Class Notice.** Any mailing returned as undeliverable shall be
10 sent within five calendar days via First Class U.S. Mail to any available forwarding address. If no
11 forwarding address is available, then the Settlement Administrator shall attempt to determine the correct
12 address by using a computer-based skip-trace search, and shall then perform, if feasible, a re-mailing via
13 First Class U.S. Mail within five calendar days. If no current address is available for a Class Member,
14 then the Notice of Settlement for that Class Member will be deemed undeliverable. Only one re-mailing
15 is required. If a Class Member cannot be located within two attempts at mailing, then the Notice of
16 Settlement for that Class Member will be deemed undeliverable.

17 **4.5. Proof of Mailing.** At least ten calendar days before the Fairness Hearing, the
18 Settlement Administrator shall provide a declaration of due diligence and proof of mailing with regard
19 to the mailing of the Notice of Settlement to Class Counsel and Defense Counsel, which Class Counsel
20 shall in turn file with the Court.

21 **5. Responses to Notice of Settlement**

22 **5.1. Consideration Period.** Within the Consideration Period, Class Members may opt
23 out of the proposed settlement of the class claims by submitting a Request for Exclusion (as provided
24 below) or may submit an Objection (as provided below). Except as specifically provided herein, no
25 response postmarked after the Consideration Period shall be considered.

26 **5.2. Requests for Exclusion and Opt Out Rights.** Class Members may opt out by
27 submitting a Request for Exclusion. Class Members who are also PAGA Members and who submit a
28

1 Request for Exclusion will nonetheless be bound by the Approval of the PAGA Settlement and shall
2 receive their *pro rata* portion of the PAGA Payment.

3 **5.2.1. Opt Out Procedure.** Class Members may opt out of this Agreement by
4 mailing, emailing, or faxing the Settlement Administrator a Request for Exclusion. A Request for
5 Exclusion must be signed and dated by the Class Member, must provide the Class Member's full name,
6 current address, current telephone number, and the last four digits of the Class Member's Social Security
7 number, and must expressly state an intention to be excluded from the terms of the Agreement. Any
8 purported Request for Exclusion will be deemed ineffective if it is untimely or if it omits required
9 information. Upon receiving timely but deficient Requests for Exclusion, the Settlement Administrator
10 will notify the Class Member (by mail) to provide two weeks to correct the deficiency. If the Class
11 Member timely provides information to the Settlement Administrator's satisfaction, then the Request for
12 Exclusion will be permitted.

13 **5.2.2. Effect of Opting Out.** Any Class Member who opts out of this Agreement
14 may not submit an Objection and shall not receive any payment as a Settlement Class Member, and shall
15 not be bound by the Class Release in this Agreement. Each Class Member who does not submit a timely,
16 valid Request for Exclusion (as described above in Section 6.2.1) shall be bound by the releases that this
17 Agreement entails. All PAGA Members shall be bound by the Approval of the PAGA Settlement and
18 shall receive their portion of the PAGA Payment.

19 **5.2.3. Tolerance of Opt-Outs—Defendant's Right to Withdraw.** Defendant's
20 willingness to enter into this Agreement materially depends on ensuring that substantial individual
21 claims do not arise. Accordingly, if 20 or more Class Members opt out by submitting Requests for
22 Exclusion, then Defendant may, in the exercise of its sole discretion, withdraw from this Agreement. If
23 Defendant withdraws from the Agreement, then it will be responsible for paying all fees and costs
24 incurred by the Settlement Administrator up to the date of withdrawal.

25 **5.3. Objections.** Rule 3.769(f) of the California Rules of Court provides that class
26 members may file written objections to a proposed class settlement and appear at the final approval
27 hearing to state any objections. Accordingly, only Settlement Class Members—Class Members who
28 have not opted out—are entitled to object to the terms of the class settlement called for by this

1 Agreement. PAGA entitles only the LWDA, not PAGA Members, to object to a PAGA settlement.
2 Accordingly, PAGA Members are not entitled to object to the PAGA settlement called for by this
3 Agreement.

4 **5.3.1. Objection Procedure.** Any written objection should be made in a
5 communication to the Settlement Administrator using the procedures set forth in the Notice of
6 Settlement, and must contain (1) the Objector's full name and current mailing address, (2) the last four
7 digits of the Objector's Social Security number, (3) the specific reason(s) for the Objection, and (4) any
8 evidence and supporting papers (including, without limitation, all briefs, written evidence, and
9 declarations) for the Court to consider. However, any Settlement Class Member who does not submit a
10 written objection in compliance with this section may nevertheless appear at the final approval hearing
11 and present an oral objection to the Agreement. Any attorney who will represent an individual objecting
12 to this Agreement who has not filed a written objection must file a notice of appearance with the Court
13 and serve Class Counsel and Defense Counsel with this notice no later than ten (10) calendar days
14 before the final approval hearing.

15 **5.3.2. Presenting Objections.** Settlement Class Members who fail to submit
16 Objections in the manner specified in this Agreement shall be deemed to have waived any objection.

17 **5.4. Proof of Responses.** At least 18 court days prior to the Fairness Hearing, the
18 Settlement Administrator will prepare a declaration to submit to the Court regarding responses to the
19 Notice of Settlement, including such information as any inability to deliver mailings because of invalid
20 addresses, the number of any Requests for Exclusion, and the number of any Objections. Class Counsel
21 shall be responsible for filing the declaration.

22 **5.5. Binding Effect of Settlement.** Although a Class Member might not timely submit
23 an Objection or a Request for Exclusion because of inability of the Settlement Administrator to locate
24 the Class Member's current address, or for other reasons beyond the Class Member's control, that Class
25 Member shall nonetheless become a Settlement Class Member and be bound by this Agreement.

26 **5.6. No Interference with Class Member Responses.** Each Party agrees not to
27 encourage any Class Member to submit an Objection or a Request for Exclusion and agrees not to
28 retaliate against any Class Member for participating (or not participating) in this Settlement. Nothing in

1 this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members
2 to the extent necessary to comply with Class Counsel's ethical obligations owed to Class Members.

3 **6. Administration of Settlement Proceeds**

4 **6.1. Final Funding of Gross Settlement Amount.** Defendant will have 30 business
5 days after the Effective Date to deposit the Gross Settlement Amount and the employer's share of
6 payroll taxes into the Qualified Settlement Fund.

7 **6.2. Administrative Costs.** The Parties agree to obtain a reasonable estimate of
8 Administrative Costs from the Settlement Administrator and seek approval of same to be drawn from
9 the Gross Settlement Amount.

10 **6.2.1. Approval of Administrative Costs Not Material.** The amount of Administrative
11 Costs is not a material term: if the Court approves a lesser or greater amount, then the other terms of this
12 Agreement shall remain in effect.

13 **6.3. Class Counsel Award.** Class Counsel may request a payment from the Gross
14 Settlement Amount for (a) reasonable attorneys' fees in an amount up to one third of the Gross
15 Settlement Amount (\$781,667.00) and (b) reasonable costs incurred in litigating this Action up to a
16 maximum of \$30,000.00. The Court-awarded Class Counsels' attorneys' fees will be allocated as
17 follows: 47.85% to Moon & Yang, APC, 39.15% to Capstone Law APC, and 13% to Nordrehaug
18 Bhowmik De Blouw, LLP. Costs approved by the Court will be awarded to the respective Class
19 Counsel law firms in the actual amounts incurred and approved for each law firm, assuming the
20 aggregate maximum amount of \$30,000.00 is not exceeded, and proportionately to the actual amounts
21 incurred and approved, in the total sum of \$30,000.00, if the maximum amount of \$30,000.00 would
22 otherwise be exceeded. If the Court approves only a lesser amount of the Class Counsel Award, then the
23 other terms of this Agreement shall remain in effect.

24 **6.3.1. Timing of Class Counsel Award.** Within 10 business days after the
25 Effective Date, Class Counsel shall instruct the Settlement Administrator as to how the Class Counsel
26 Award may be paid. The Settlement Administrator shall issue an appropriate Internal Revenue Service
27 Form 1099 to Class Counsel. Class Counsel shall be solely responsible for paying all applicable taxes on
28

any Class Counsel Award and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Class Counsel Award.

6.4. Service Award. Class Counsel may request that the Court award each of the Class Representatives a Service Award in an amount of up to \$10,000, to be drawn from the Gross Settlement Amount. Any Service Award would be in addition to each of the Class Representatives' Individual Settlement Payment. If the Court approves a lesser amount for each Service Award. If the Court approves a lesser amount for each Service Award, or no Service Award to any one or all of the Class Representatives, then the other terms of this Agreement shall remain in effect Any unapproved amounts will be added to the NSA and be distributed to the Settlement Class Members.

6.4.1. Approval of Service Award Not Material. Except as Provided in Section 6.4 above, approval of a Service Award is not a material term. If the Court does not approve a Service Award or approves only a lesser amount than that requested, then the other terms of this Agreement shall remain in effect.

6.4.2. Timing of Service Award. The Settlement Administrator shall issue an IRS Form 1099 to the Class Representatives. The Class Representatives shall be solely responsible for paying all applicable taxes on any Service Award and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award.

6.5. PAGA Payment. The Parties will seek approval for a PAGA Payment in the amount of \$80,000.00, 75% of which will go to the LWDA and 25% of which will go to PAGA Members.

6.5.1. Reduction of PAGA Payment Not Material. Any reduction in the requested PAGA Payment is not a material term. If the Court approves only a lesser amount than that requested, then the other terms of this Agreement shall remain in effect. But approval of some PAGA Payment is a material term. If the Court does not approve any PAGA Payment, then the entire Agreement will be, at Defendant's sole discretion, void and unenforceable.

6.5.2. Timing of PAGA Payment. The Settlement Administrator shall pay the LWDA Payment to the LWDA within 15 calendar days after Defendant deposits the Gross Settlement Amount into the Qualified Settlement Fund.

1 **6.5.3. Individual PAGA Payments.** Each PAGA Member will be entitled to
2 payments calculated in accordance with the number of pay periods in which they worked during the
3 PAGA Period, in relation to the total number of pay periods worked by all PAGA Members during the
4 PAGA Period.

5 **6.6. Individual Settlement Class Member Payments.** Each Settlement Class
6 Member shall be provisionally entitled to payment as described below. Defendant's time and payroll
7 records regarding the number of workweeks worked by Class Members shall control for purposes of
8 calculation unless the Class Member submits contrary evidence to the Settlement Administrator that the
9 Settlement Administrator finds to be persuasive.

10 **6.6.1. Number of Class Members' Workweeks.** Defendant will provide to the
11 Settlement Administrator data sufficient to calculate the total number of workweeks worked by each
12 Settlement Class Member during the Settlement Period.

13 **6.6.2. Determination of Individual Settlement Class Payments.** Each
14 Settlement Class Member's share of the Net Settlement Amount will reflect the number of workweeks
15 that are credited to the Settlement Class Member, in relation to the credited number of total workweeks
16 taken by all Settlement Class Members. Each Settlement Class Member's check will include the
17 following language on the back:

18 *Signing or negotiating this check releases all claims made against and claims that could have*
19 *been made based on the facts alleged against the Defendant in Telecare Wage And Hour Cases,*
20 *JCCP No. 5204, incl., including Warren v. Telecare Corporation (Alameda County Sup. Ct.*
21 *Case Nos. RG21096006 and HG21099839), Maria Chavez v. Telecare Corporation (Alameda*
 County Sup. Ct. Case No. RG20064206), and Battle, et al. v. Telecare Corporation (San
 Bernardino County Sup. Ct. Case Nos. CIVDS20157944 and CIVDS2015794).

22 **6.6.3. Timing of Settlement Class Payments.** The Settlement Administrator
23 shall issue Individual Settlement Class Payments within 15 calendar days after Defendant deposits the
24 Gross Settlement Amount into the Qualified Settlement Fund.

25 **6.7. Distribution Formula.** Depending on the circumstances, individuals entitled to
26 payment under this Agreement will receive payment (a) only as a Settlement Class Member, or (b) as a
27 Settlement Class Member and as a PAGA Member, or (c) as a PAGA Member.

28 **6.8. Tax Allocations.** These allocations will be as follows.

1 **6.8.1. PAGA Payment.** The overall tax allocation for the PAGA Payment will
2 be 100% to civil penalties.

3 **6.8.2. Net Settlement Amount.** The overall tax allocation for the Net Settlement
4 Amount to be paid to Class Members will be allocated for tax purposes as follows: 90% to statutory and
5 civil penalties and interest, and 10% to wages, subject to the other provisions of this Section.

6 **6.8.3. Tax Withholdings.** The Settlement Administrator will make required tax
7 withholdings from each Individual Settlement Payment made to a Settlement Class Member for the
8 portion allocated to wages and will remit the withholding to the appropriate taxing authorities.

9 **6.8.4. Employer Taxes.** The Settlement Administrator will account for the
10 amount of the Net Settlement Amount attributed to wages and submit an invoice to Defendant for the
11 required employer share of withholding taxes, which Defendant shall convey to the Settlement
12 Administrator in addition to the Gross Settlement Amount.

13 **6.8.5. Tax Reporting.** The Settlement Administrator shall issue any necessary
14 IRS forms to Class Members for their respective Individual Settlement Payments.

15 **6.8.6. Responsibility for Taxes.** Settlement Class Members and PAGA
16 Participants shall be solely responsible for paying all taxes due on their respective Individual Settlement
17 Payments and shall indemnify and hold harmless Defendant and the Released Parties from any claim or
18 liability for taxes, penalties, or interest arising as a result of Individual Settlement Payments.

19 **6.8.7. Approval of Tax Allocations Material.** Approval of the tax allocations
20 of Individual Settlement Payments set forth above is a material term.

21 **6.9. Undeliverable or Uncashed Checks.** All Individual Settlement Payment checks
22 will remain negotiable for 180 days from the date of their mailing. The Settlement Administrator shall
23 notify Class Counsel and Defense Counsel of any undeliverable and uncashed checks. The Settlement
24 Administrator will use reasonable search methods for any returned checks, and will, within one week of
25 a check's return, re-mail checks to any new ascertainable address. If, after 180 days from the mailing,
26 there remains any unpaid residue, then, consistent with Code of Civil Procedure section 384, the
27 uncashed checks shall be voided and the principal for those uncashed checks shall be transmitted, within
28 45 days of the close of the 180-day period, to The California State Bar Justice Gap Fund, to further the

objectives of the underlying class action, or promote the law consistent with the objectives of the underlying class action.

6.10. Certification of Completion. Upon fully administering this Agreement, the Settlement Administrator will certify the completion to the Court and counsel for all Parties in a declaration, summarizing the total money paid and the status of any uncashed checks.

7. Releases and Resolution of Claims

7.1. Release of the Class Claims. Upon the Effective Date, and except as to the right to enforce the terms and conditions of the Settlement, all Settlement Class Members hereby fully release Defendant and the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in the Action, as amended, that accrued during the Settlement Period, including, but not limited to, all Class Claims. This Agreement is conditioned upon the release of the PAGA claims as set forth in the following section. The Parties stipulate that beyond the Gross Settlement Amount, and employer's share of payroll taxes, Defendant shall not owe any further monies to the Settlement Class or to the State of California based upon any claim made in the Action or in any complaint filed therein. Except as set forth in this Agreement, Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

7.2. Resolution of the PAGA Claims. Upon approval of this Agreement and funding of the Gross Settlement Amount, and except as to the right to enforce the terms and conditions of this Agreement, the Plaintiffs, on behalf of themselves and the State of California relinquish all rights to PAGA claims or penalties with respect to any of the alleged PAGA Claims, as defined in Paragraph 1.31, during the PAGA Period (the "Precluded PAGA Claims").

7.3. Plaintiffs' General Release. Consistent with Plaintiff's respective Individual Release Agreements, effective on the date that Defendant fully funds the Gross Settlement Amount, Plaintiffs, on their own individual behalves, agree to generally release the Released Parties from any and

1 all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities,
2 expenses, and losses and issues of any kind or nature whatsoever, that they may have had against the
3 Released Parties, arising up to and including the date of Plaintiffs' execution of this Agreement.
4 Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims
5 for vested benefits, unemployment benefits, disability benefits, social security benefits or workers'
6 compensation benefits. Plaintiffs acknowledge that they may have claims that are presently unknown
7 and that the release contained in this section is intended to and will fully, finally, and forever discharge
8 all claims against the Released Parties, whether now asserted or un-asserted, known or unknown,
9 suspected or unsuspected, which now exist, or heretofore existed or may hereafter exist, which if known,
10 might have affected her decision to enter into this release. The foregoing waiver includes, without
11 limitation, an express waiver, to the fullest extent permitted by law, by Plaintiffs of any and all rights
12 under California Civil Code section 1542, which provides:

13 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
14 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
15 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
16 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
17 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

18 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
19 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
20 any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.

21 **8. Settlement Approval Procedure**

22 **8.1. Motion for Approval of PAGA Settlement.** The Class Representatives, in
23 moving for Preliminary Approval, will also move, for hearing at the same time, for Approval of the
24 PAGA Settlement.

25 **8.2. Motion for Preliminary Approval.** Plaintiffs will obtain a hearing to request
26 preliminary approval of this Agreement, to obtain entry of an order that would (i) conditionally certify a
27 Settlement Class for settlement purposes only, (ii) grant Preliminary Approval, (iii) approve a Notice of
28 Settlement, and (iv) set a date for a Final Approval hearing.

1 **8.2.1. Contents of Motion.** The motion for preliminary approval shall justify
2 conditional certification of a Settlement Class and explain how the settlement amounts are reasonable in
3 light of the facts and law pertaining to the claims alleged. The motion shall be accompanied by a
4 declaration by Class Counsel discussing the risks of continued litigation and the decision that this
5 Agreement serves the best interests of class members. Before filing any motion, Class Counsel shall
6 share the draft motion and all associated filings, declarations (in pdf format), and exhibits with
7 Defendant. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, Class
8 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in
9 person or by telephone, and in good faith, to resolve the disagreement.

10 **8.2.2. Notice to LWDA.** Upon moving for preliminary approval, Plaintiffs will
11 submit the proposed settlement agreement to the LWDA, pursuant to Labor Code section 2699(l)(2).

12 **8.3. Motion for Final Approval.** Class Counsel will obtain a hearing for a Motion for
13 Final Approval, to obtain an order to (a) approve this Agreement, (b) adjudge its terms to be fair,
14 reasonable, and adequate, (c) recite the Released Claims, (d) direct that the terms of the Agreement be
15 carried out, and (e) retain jurisdiction to oversee enforcement of this Agreement.

16 **8.4. Motion for Class Counsel Award.** In connection with a Motion for Final
17 Approval, Class Counsel may move for approval of a reasonable attorneys' fees and costs award in the
18 amount of one third of the Gross Settlement Amount plus litigation costs actually incurred in litigating
19 this Action, supported by adequate documentation.

20 **8.5. Motion for Service Award.** In connection with a Motion for Final Approval,
21 Class Counsel may move for approval of a Service Award for the Class Representatives in an amount of
22 up to \$10,000 per Class Representative.

23 **8.6. Entry of Judgment.** Along with the Motion for Final Approval, the Parties shall
24 request that the Court (a) enter Judgment in accordance with this Agreement, without further fees or
25 costs, (b) enter an order as to the Class Counsel Award, and (c) enter an order as to any Service Award.

26 **8.6.1. Notice of Final Judgment.** Notice of Judgment will be posted on the
27 Settlement Administrator's website.
28

8.6.2. Effect of Failure to Obtain Final Judgment. If the Court fails to enter Judgment in accordance with this Agreement, or if the Judgment is vacated or reversed, then the Action shall proceed, unless the Parties jointly agree to seek reconsideration or a renegotiated settlement. Defendant in such circumstances retains the right to contest whether any aspect of the Action should be maintained as a class or representative action, and to contest the merits of the claims asserted in the Action.

8.7. Appeal Rights. Only an Objector who has not withdrawn his or her objection may appeal a judgment that is in accord with this Agreement. Each Class Representative and Class Counsel hereby waives any right to appeal from any judgment, ruling, or order in this Action, including any Final Approval Order. This waiver includes all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal or post-judgment proceeding, nor does it include a waiver of Class Counsel's right to appeal a reduction of the requested Class Counsel Award; however, such an appeal does not impact the enforceability of the Agreement given the nature and amount of the Class Counsel Award are not material terms. If an appeal is taken from the Judgment, then the time to consummate this Agreement (including making payments under the Agreement) will be suspended until the appeal is finally resolved.

8.8. Schedule of contemplated events after Preliminary Approval. These are the events this Agreement contemplates. The Parties may agree to adjust these deadlines, after Preliminary Approval, if the adjustments do not materially affect filing and hearing dates set by the Court.

Deadline for Defendant to provide Settlement Administrator with lists of Class Members and PAGA Participants and contact information	30 calendar days after Preliminary Approval
Deadline for Settlement Administrator to mail Notice of Settlement to Class Members	14 calendar days after provision of class list to Settlement Administrator

Last day to submit Requests for Exclusion or Written Objections	45 calendar days from mailing of Notice of Settlement
Settlement Administrator to report on Requests for Exclusion, Objections, and other results of class notice	At least 7 court days prior to the Deadline to move for Final Approval
Deadline to move for Final Approval	To be set by the Court
Fairness hearing on Final Approval and on Class Counsel Award and Service Award	To be set by the Court
Effective Date	The latter of (i) if no Objection has been submitted, or if all submitted Objections have been withdrawn, then the date of the Final Approval, (ii) if any Objection has been submitted and not withdrawn, then the date on which there is a Judgment subject to no further appeal.
Class Counsel instructions to Settlement Administrator re Class Counsel Award	10 business days after Effective Date
Funding of Gross Settlement Amount plus employer share of taxes on wages	30 business days after Effective Date
Settlement Administrator to pay Class Counsel Award, Service Award, LWDA Payment, and Individual Payments	15 calendar days after Defendant deposits the Gross Settlement Amount into the Qualified Settlement Fund

9. Miscellaneous

9.1. Execution of this Agreement.

9.1.1. Parties' Authority. The signatories hereto represent that they are fully authorized to bind the Parties to all the terms of this Agreement. The Parties agree that Class Members are so numerous that it is impossible or impractical to have each Class Member execute this Agreement. This Agreement may be executed on behalf of Class Members by the Class Representatives.

9.1.2. Counterparts. This Agreement may be executed in counterparts, and all signed and delivered counterparts together may constitute one Agreement binding upon the Parties.

1 **9.1.3. Facsimile or Scanned Signatures.** A Party may sign and deliver this
2 Agreement via DocuSign or by signing on the designated signature block and transmitting that signature
3 page via facsimile or as an attachment to an email to counsel for the other Party. Any such signature
4 shall be deemed an original for purposes of this Agreement and shall be binding upon the Party who
5 transmits the signature page.

6 **9.2. Construction.**

7 **9.2.1. Materiality of Terms.** Except as otherwise stated herein, each substantive
8 term of this Agreement is a material term that the Parties have relied upon in making this Agreement. If
9 the Court does not approve any substantive term, or if the Court effects a material change to the
10 Agreement—such as increasing any amount that Defendant must pay—then the entire Agreement will
11 be, at Defendant’s sole discretion, void and unenforceable. Where this Agreement states that a term is
12 not material, then the Court’s refusal to approve that term leaves all the other terms of the Agreement in
13 effect, and does not give Class Counsel or any Class Member any basis to abrogate this Agreement.

14 **9.2.2. No Construction Against the Author.** Each Party participated in drafting
15 this Agreement, and its terms shall not be construed against any Party by virtue of draftsmanship.

16 **9.2.3. Exhibit Incorporated by Reference.** This Agreement includes the terms
17 set forth in the attached exhibit, which is an integral part of the Agreement.

18 **9.2.4. Headings.** The headings within this Agreement appear for convenience of
19 reference only and shall not affect the construction or interpretation of any part of this Agreement.

20 **9.2.5. Invalidity of Any Provision.** Before declaring any provision of this
21 Agreement invalid, the Court shall first attempt to construe the provision valid to the fullest extent
22 possible so as to render all provisions of this Agreement enforceable.

23 **9.2.6. Parties’ Entire Agreement.** This Agreement, with its Definitions,
24 Recitals, and Exhibit, as well as the Confidential Settlement Agreement and General Release of Claims
25 for Plaintiffs, constitutes the entire agreement on its subject matter, and supersedes all prior and
26 contemporaneous negotiations and understandings between the Parties.

27 **9.2.7. Waivers and Modifications to Be in Writing.** No waiver, modification,
28 or amendment of this Agreement shall be valid unless it appears in a writing signed by or on behalf of

1 all Parties, and then shall be valid subject to any required Court approval. Any failure to insist upon the
2 strict performance of any provision shall not be deemed a waiver of future performance of that provision
3 or of any other provision of this Agreement.

4 **9.2.8. Governing Law.** All terms of this Agreement shall be governed by and
5 interpreted according to California law.

6 **9.3. Inadmissibility of Settlement Documents.** The Parties agree that this Agreement
7 and all exhibits thereto shall be inadmissible in any proceeding, except a proceeding to approve or
8 enforce this Agreement. This Agreement will operate as a complete defense to—and may be used as the
9 basis for an injunction against—any proceeding attempted in breach of this Agreement.

10 **9.4. No Tax Advice.** Nothing in this Agreement is advice by Class Counsel or
11 Defense Counsel regarding taxes or taxability, and no Party is relying upon Class Counsel or Defense
12 Counsel for such advice. Each Party instead is relying exclusively on the Party’s own independent tax
13 counsel in connection with this Agreement.

14 **9.5. No Impact on Employee Benefits.** This Agreement does not affect any right or
15 obligation under any benefits plan. No payment made under this Agreement shall be considered as
16 compensation or hours worked or hours paid for purposes of determining eligibility, vesting,
17 participation, or contributions with respect to any employee benefit plan. For purposes of this
18 Agreement, the term “employee benefit plan” means every “employee benefit plan,” as defined in the
19 Employee Retirement and Income Security Act of 1974, 29 U.S.C. section 1002(3). The term also
20 includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare,
21 profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred
22 compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any
23 such plan is considered an employee benefit plan.

24 **9.6. No Prior Assignments or Undisclosed Liens.** Each Class Representative and the
25 Class Counsel represent that they have not assigned, transferred, conveyed, or otherwise disposed of any
26 Released Claim or claim to attorneys’ fees and costs award to be paid under this Agreement. Each Class
27 Representative and the Class Counsel further represent and warrant that there are not any liens or claims
28 against any amount that Defendant is to pay under this Agreement. Each Class Representative and Class

1 Counsel agree to defend, to indemnify, and to hold Defendant harmless from any liability, losses,
2 claims, damages, costs, or expenses, including reasonable attorneys' fees, resulting from a breach of
3 these representations or from any lien or assignment.

4 **9.7. Cooperation of the Parties.** The Parties will comply with the covenants of good
5 faith and fair dealing and otherwise cooperate to carry out the terms of this Agreement. Plaintiffs will be
6 responsible for preparing any proposed judgment, subject to prior comment by Defendant.

7 **9.7.1. Affirmative Duty to Cooperate.** Each Party, upon the request of another,
8 agrees to perform such acts and to execute and to deliver such documents as are reasonably necessary to
9 carry out this Agreement.

10 **9.7.2. Language of Settlement Documents.** All documents filed with the Court
11 or sent to Class Members in connection with this Agreement must be approved by all Parties before
12 being filed or sent.

13 **9.7.3. Refraining from New Proceedings.** The Parties agree to refrain from
14 further litigation with respect to the Action, except any proceeding needed to obtain Preliminary
15 Approval, Final Approval, or Judgment.

16 **9.7.4. No Solicitation of Objections or Opt Outs.** The Parties represent that
17 they have not solicited, encouraged, or assisted—and will not solicit, encourage, or assist—Objections
18 or Requests for Exclusion. Nothing in this paragraph shall be construed to restrict Class Counsel's
19 ability to communicate with Class Members to the extent necessary to comply with Class Counsel's
20 ethical obligations owed to Class Members.

21 **9.7.5. Waiver of Right to Object by Class Representatives.** Each Class
22 Representative, by signing this Agreement, agrees not to object to any term of this Agreement.

23 **9.8. Confidential Information.** Class Counsel will destroy all confidential documents
24 and confidential information provided by Defendant within 120 calendar days of the Effective Date.
25 Class Counsel further agree that no information provided by Defendant shall be used for any purpose
26 other than prosecution and settlement of this Action.

27 **9.9. No Media Announcements or Other Undue Publicity.** Neither Plaintiffs nor
28 Class Counsel shall cause to be publicized, directly or indirectly, any discussion resulting in or the

1 existence of this Agreement or its terms in any type of mass media, including, but not limited to,
2 speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers,
3 website postings, messages on the Internet, Facebook, Twitter or any other social media, and the Parties
4 shall decline to respond to media inquiries concerning this Agreement. After the Effective Date, Class
5 Counsel may state on their website that the case has been settled and provide a short and plain
6 description of the claims that were settled, subject to Defendant's approval. This provision does not
7 apply to any publications ordered or authorized by the Court.

8 **9.10. Disputes.** If the Parties dispute the interpretation of this Agreement, they will
9 attempt to resolve the dispute informally. If those efforts fail, they will mediate the dispute. The Parties
10 will split the costs of the mediator, and the Parties will bear their own fees and costs. The Court shall
11 retain jurisdiction over enforcement and implementation of this Agreement, and can require specific
12 performance, although the Court lacks jurisdiction to modify the terms of this Agreement. If a Party
13 institutes legal action to enforce this Agreement, then the prevailing Party will be entitled to recover
14 attorneys' fees and costs incurred in vindicating that Party's position.

15 **SO AGREED, AS OF MARCH 8, 2023:**

16
17 Dated: Apr 4, 2023


Chantia warren (Apr 4, 2023 13:14 PDT)

PLAINTIFF CHANTIA WARREN

18
19
20 Dated: _____

PLAINTIFF NAAYSHON BATTLE

21
22
23 Dated: _____

PLAINTIFF MARIA CHAVEZ

24
25
26 Dated: _____

DUANE MCFADDEN, CHRO FOR:
DEFENDANT TELECARE CORPORATION

existence of this Agreement or its terms in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter or any other social media, and the Parties shall decline to respond to media inquiries concerning this Agreement. After the Effective Date, Class Counsel may state on their website that the case has been settled and provide a short and plain description of the claims that were settled, subject to Defendant's approval. This provision does not apply to any publications ordered or authorized by the Court.

9.10. Disputes. If the Parties dispute the interpretation of this Agreement, they will attempt to resolve the dispute informally. If those efforts fail, they will mediate the dispute. The Parties will split the costs of the mediator, and the Parties will bear their own fees and costs. The Court shall retain jurisdiction over enforcement and implementation of this Agreement, and can require specific performance, although the Court lacks jurisdiction to modify the terms of this Agreement. If a Party institutes legal action to enforce this Agreement, then the prevailing Party will be entitled to recover attorneys' fees and costs incurred in vindicating that Party's position.

SO AGREED, AS OF MARCH 8, 2023:

Dated: _____

PLAINTIFF CHANTIA WARREN

Dated: 3/22/2023

DocuSigned by:

Naaayshon Battle

ADC7975890E646E...

PLAINTIFF NAAAYSHON BATTLE

Dated: _____

PLAINTIFF MARIA CHAVEZ

Dated: _____

DUANE MCFADDEN, CHRO FOR:
DEFENDANT TELECARE CORPORATION

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SO AGREED, AS OF MARCH 8, 2023:

Dated: _____

PLAINTIFF CHANTIA WARREN

Dated: _____

PLAINTIFF NAAAYSHON BATTLE

Dated: 3/21/2023 _____

DocuSigned by:
Maria Chavez
PLAINTIFF E7044BFEA8AE46D... 3Z

Dated: _____

DUANE MCFADDEN, CHRO FOR:
DEFENDANT TELECARE CORPORATION

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SO AGREED, AS OF MARCH 8, 2023:

Dated: _____

PLAINTIFF CHANTIA WARREN

Dated: 3/22/2023

DocuSigned by:
Naayshon Battle
ADC7975890E646E...

PLAINTIFF NAAYSHON BATTLE

Dated: _____

PLAINTIFF MARIA CHAVEZ

Dated: 4/06/2023



DUANE MCFADDEN, CHRO FOR:
DEFENDANT TELECARE CORPORATION

1 **APPROVED AS TO FORM**

2 **CAPSTONE LAW APC**

3
4 Dated: March 22, 2023

By: 

Raul Perez
Attorneys for Plaintiff Naayshon Battle

6
7 **MOON & YANG, APC**

8
9 Dated: _____

By: _____

H. Scott Leviant
Attorneys for Plaintiff Maria Chavez

11
12 **BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW, LLP**

13
14 Dated: _____

By: _____

Kyle Nordrehaug
Attorneys for Plaintiff Chantia Warren

16
17 **SEYFARTH SHAW LLP**

18
19 Dated: _____

By: _____

Catherine Dacre
Attorneys for Defendant Telecare Corporation

1 **APPROVED AS TO FORM**

2 **CAPSTONE LAW APC**

3
4 Dated: _____

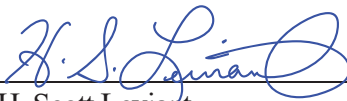
By: _____

Raul Perez

Attorneys for Plaintiff Naayshon Battle

6
7 **MOON & YANG, APC**

8
9 Dated: March 21, 2023

By:  _____

H. Scott Leviant

Attorneys for Plaintiff Maria Chavez

10
11 **BLUMENTHAL NORDREHAUG BHOWMIK DE**
12 **BLOUW, LLP**

13
14 Dated: _____

By: _____

Kyle Nordrehaug

Attorneys for Plaintiff Chantia Warren

16
17 **SEYFARTH SHAW LLP**

18
19 Dated: _____

By: _____

Catherine Dacre

Attorneys for Defendant Telecare Corporation

1 **APPROVED AS TO FORM**

2 **CAPSTONE LAW APC**

3
4 Dated: _____

By: _____

Raul Perez

Attorneys for Plaintiff Naayshon Battle

6
7 **MOON & YANG, APC**

8
9 Dated: _____

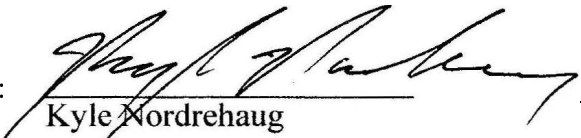
By: _____

H. Scott Leviant

Attorneys for Plaintiff Maria Chavez

10
11 **BLUMENTHAL NORDREHAUG BHOWMIK DE**
12 **BLOUW, LLP**

13 Dated: 4/4/23
14 _____

By:  _____

Kyle Nordrehaug

Attorneys for Plaintiff Chantia Warren

15
16 **SEYFARTH SHAW LLP**

17
18 Dated: _____

By: _____

Catherine Dacre

Attorneys for Defendant Telecare Corporation

1 **APPROVED AS TO FORM**

2 **CAPSTONE LAW APC**

3
4 Dated: March 22, 2023

By: 

Raul Perez

Attorneys for Plaintiff Naayshon Battle

6
7 **MOON & YANG, APC**

8
9 Dated: _____

By: _____

H. Scott Leviant

Attorneys for Plaintiff Maria Chavez

10
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12 **BLOUW, LLP**

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14 Dated: _____

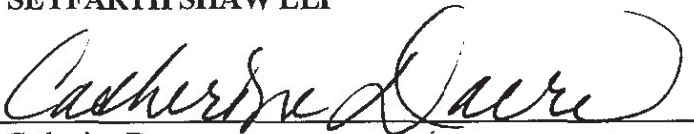
By: _____

Kyle Nordrehaug

Attorneys for Plaintiff Chantia Warren

15
16 **SEYFARTH SHAW LLP**

17
18 Dated: 4-11-23

By: 

Catherine Dacre

Attorneys for Defendant Telecare Corporation

Exhibit “A”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Telecare Wage And Hour Cases, JCCP No. 5204, incl.

Warren v. Telecare Corporation

Alameda County Superior Court Case Nos. RG21096006 and HG21099839

Maria Chavez v. Telecare Corporation

Alameda County Superior Court Case No. RG20064206

Battle, et al. v. Telecare Corporation

San Bernardino County Superior Court Case Nos. CIVDS20157944 and CIVDS2015794

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

To: All current and former non-exempt Telecare Corporation employees in California who worked at any time during the period July 17, 2018 through March 15, 2023, and who did not execute general releases of claims (“Class Members”).

To: All current and former non-exempt Telecare Corporation employees in California who worked at any time during the period June 6, 2019 through March 15, 2023 (“PAGA Members”).

Individual Settlement Payment

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

BASIC INFORMATION

1. What is this settlement about?

Plaintiffs Maria Chavez, Naayshon Battle, and Chantia Warren (collectively, “Plaintiffs”) filed class and representative action complaints in California against Defendant Telecare Corporation between June 10, 2020 and May 4, 2021 (the civil actions filed by Plaintiffs are collectively referred to herein as the “Lawsuits”). The Lawsuits were coordinated on January 20, 2022 and are now pending in the Alameda County Superior Court as JCCP NO. 5204.

The coordinated Lawsuits claim that Defendant violated provisions of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs assert individual claims, and claims on behalf of other allegedly similarly-situated employees, for alleged unpaid wages, premiums, overtime and final pay; unreimbursed expenses; non-compliant meal periods, rest breaks, and wage statements; and for unfair business practices. Plaintiffs seek damages, penalties, and restitution. The Lawsuits also seek to recover civil penalties pursuant to the California Labor Code Private Attorneys General Act (“PAGA”).

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

2. Why is this a class action?

In a class action, one or more people called Class Representatives sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class

Members in one lawsuit, except for those who exclude themselves from the Class. The Alameda County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Class and PAGA Action Settlement Agreement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Maria Chavez, Naayshon Battle, and Chantia Warren as the Class Representatives, and appointed their attorneys at Blumenthal Nordrehaug Bhowmik De Blouw, LLP, Moon & Yang, and Capstone Law APC as counsel for the Class (“Class Counsel”).

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

WHO IS IN THE SETTLEMENT?

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

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the State of California at any time between July 17, 2018 through March 15, 2023 (the “Class Period”).

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Two Million Three Hundred Forty-Five Thousand Dollars (\$2,345,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

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

- A. **Attorneys’ Fees to Class Counsel** not to exceed one-third of the Gross Settlement Amount or Seven Hundred Eighty-One Thousand Six Hundred Sixty-Seven Dollars (\$781,667);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Class Representative Enhancement Payments** in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to each Class Representative;
- D. **Settlement Administration Costs** which are currently estimated to be Thirty-Seven Thousand Dollars (\$37,000.00); and
- E. **PAGA Payment** in the amount of Eighty Thousand Dollars (\$80,000.00) for the settlement of claims arising under the Private Attorneys General Act of 2004 (PAGA) described below in Section 7. Seventy-Five percent (75%) of this amount, (\$60,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$20,000.00) will be distributed to hourly-paid, non-exempt employees who worked for Defendant in California at any time from June 6, 2019 through March 15, 2023 (“PAGA Period”).

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant from July 17, 2018 through March 15, 2023 (“Weeks Worked”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

[ONLY FOR PAGA MEMBERS: Your share of the PAGA Payment is calculated on a *pro rata* basis based on the total number of pay periods you worked (full or partial) during the PAGA Period.]

Your Individual Settlement Payment will be apportioned as ten percent (10%) wages, ninety percent (90%) interest and penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

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

This Amount was determined based on Defendant’s record of your employment between July 17, 2018 through March 15, 2023, and is presumed correct. If you dispute the accuracy of Defendant’s records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your Weeks Worked will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].
[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

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

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

Upon the funding of the Gross Settlement Amount by Defendant and entry of Final Approval Order and Final Judgment by the Court, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the “Released Parties” from the “Released Claims” for the “Class Period.”

The “Released Parties” means Defendant Telecare Corporation, and all of Defendant’s present and former parent companies, including, but not limited to, TLC Behavioral Health, LLC, and all subsidiaries, affiliates, dbas, and joint ventures, and all of Defendant’s shareholders, officers, directors, employees, agents, vendors, agencies, contractors, servants, registered representatives, attorneys, insurers, personal representatives, executors, successors and assigns, including their respective pension, profit sharing, savings, health, and other employee benefit plans of any nature, the successors of such plans, and those plans’ respective current and former trustees and administrators, agents, employees, and fiduciaries, and any other person acting by, through, under or in concert with any of them.

The “Released Claims” means any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that were alleged or that reasonably could have been alleged based on the facts alleged in the Lawsuits, as amended, that accrued from July 17, 2018 through March 15, 2023 (the “Settlement Period”), including, but not limited to, any claims for (1) failure to pay wages and overtime (Cal. Lab. Code §§ 204, 210, 221, 233, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198), (2) failure to provide timely, adequate, and compliant meal periods and accurately and fully pay meal period premiums (*id.* §§ 226.7, 512, 512(a), 516, and 1198), (3) failure to provide timely, adequate, and compliant rest breaks and accurately and fully pay rest break premiums (*id.* §§ 226.7, 516, and 1198), (4) failure to reimburse business expenses (*id.* §§ 222.5 and 2802); (5) failure to provide accurate, complete, and compliant wage statements (*id.* § 226, 226(a), 1174, 1174.5, and 1198), (6) failure to pay earned wages upon termination and

“waiting time” penalties (*id.* § 201, 202, and 203), (7) unfair business practices (Cal. Bus. & Prof. Code § 17200, *et seq.*) for violations of the aforementioned Labor Code provisions, and (8) civil penalties under Labor Code §§ 226.3, 558, and 1174.5 for violations of the aforementioned Labor Code provisions and the California Wage Order.

Additionally, the Plaintiffs, on behalf of themselves and the State of California, relinquish all claims for civil penalties sought under PAGA for violations of California Labor Code Sections 201, 202, 203, 204, 210, 222.5, 226, 226.3, 226.7, 233, 246, 351, 510, 512, 512(a), 516, 558, 1182.12, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802 and the corresponding sections of the California Wage Order (“PAGA Claims”). Plaintiffs furthermore covenant not to participate in any actions, lawsuits, proceedings, complaints, or charges in any court or before any administrative body against any Released Party related to any PAGA Claims that Plaintiffs brought or reasonably could have brought under the facts alleged in the Lawsuits that accrued during the PAGA Period (the “Precluded PAGA Claims”).

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Released Parties with respect to the Released Claims (other than those which fall within the definition of the PAGA Release), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive your share of payment from the Net Settlement Amount. However, if you are also a PAGA Member, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Claims you must timely submit a written request for exclusion to the Settlement Administrator. You must include your full name and current mailing address; the last four digits of your Social Security number, and an express statement that you wish to be excluded from the settlement of the coordinated Lawsuits.

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, postmarked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You may still receive a portion of the PAGA Payment if you worked during the PAGA Period, because the request for exclusion does not apply to the PAGA Release. You will not be legally bound by the release of Released Claims (except for Released Claims that fall within the definition of the PAGA Release).

If you exclude yourself, you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Claims (except for Released Claims that fall within the definition of the PAGA Release).

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court has approved the law firms of Blumenthal Nordrehaug Bhowmik De Blouw, LLP, Moon & Yang, and Capstone Law APC as Class Counsel. Their contact information is:

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW**

Kyle Nordrehaug, Esq.
kyle@bamlaw.com
AJ Bhowmik, Esq.
aj@bamlawc.com
2255 Calle Clara
La Jolla, California 92037
Telephone: (858) 551-1223

MOON & YANG, APC

H. Scott Leviant, Esq.
Scott.leviant@moonyanglaw.com
Mariam Ghazaryan, Esq.
Mariam.ghazaryan@moonyanglaw.com
1055 W. Seventh St., Suite 1880
Los Angeles, CA 90017
Telephone: (213) 232-3128

CAPSTONE LAW APC

Paul Perez, Esq.
Raul.perez@capstonelawyers.com
Robert Drexler, Esq.
robert.drexler@capstonelawyers.com
1875 Century Park East, Suite 100
Los Angeles, CA 90067
Telephone: (310) 556-4811

Class Counsel will ask the Court for attorneys' fees of up to \$781,667 and reimbursement of litigation cost/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

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

If you are a Class Member, you can object to the Settlement and you can provide the reasons why you think the Court should not approve it. The Court will consider your views. To object, you should mail your written objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, the last four digits of your social security number, the specific reasons for your objection, and any evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

11. What is the difference between objecting and excluding?

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

THE COURT'S FAIRNESS HEARING

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

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will hold the Final Approval Hearing at [REDACTED] p.m. on [REDACTED], 2023] in Department 21 of the Alameda County Superior Court located at Rene C. Davidson Courthouse, Administration Building, 1221 Oak Street, Oakland, California 94612.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

13. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

14. Will I be informed of the Final Judgment?

Notice of the Final Judgment in the Lawsuits will be posted on the Settlement Administrator's website. Final Judgment is the order by the Court in the Lawsuits. The order shall finally approve the settlement, including its terms and administration, and dismiss the case on the merits with prejudice.

IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to participate in any other lawsuit against Defendant or Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be paid to the California State Bar Justice Gap Fund, a non-profit legal entity, to further the objectives of the underlying class action, or promote the law consistent with the objectives of the underlying class action.

GETTING MORE INFORMATION

16. How do I get more information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement which is on file with the Clerk of the Court. The pleadings and other records in the Lawsuits may be examined at any time during regular business hours at the Office of the Clerk of the Alameda County Superior Court, Rene C. Davidson Courthouse, Administration Building, 1221 Oak Street, Oakland, California 94612, and may also be reviewed online at <https://www.alameda.courts.ca.gov/online-services/domainweb>.

WHAT IF MY INFORMATION CHANGES?

17. What if my contact information changes?

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

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