

BANSAL LAW

Sanjay Bansal, CA Bar No. 251563
sanjay@bansalesq.com
725 S. Figueroa St., Suite 2250
Los Angeles, California 90017
Tel: (424) 501-5099

VENTURE LAW

Sam Rezvani, CA Bar No. 285376
srezvani@venturelawpc.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Tel: (310) 893-3402

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

VANESSA CEBREROS, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

RICHY AGAJANIAN, M.D., a California
professional corporation; TOI
MANAGEMENT, LLC, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 20STCV27218

*Assigned to Hon. Maren Nelson,
Dept. 17*

CLASS ACTION

**STIPULATED SETTLEMENT
AGREEMENT AND RELEASE OF
CLAIMS**

1 This Stipulated Settlement Agreement and Release of Claims is entered into by and between
2 Plaintiff Vanessa Cebreros, individually and on behalf of all others similarly situated, and
3 Defendants Richy Agajanian, M.D., a professional corporation, and TOI Management, LLC, a
4 California limited liability company, and is approved by their respective counsel of record, subject
5 to the terms and conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Vanessa Cebreros v.*
8 *Richy Agajanian, M.D., et al.*, Los Angeles County Superior Court Case No. 20STCV27218.

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

12 3. "Class Counsel" refers to Sam Rezvani of Venture Law, P.C. and Sanjay Bansal of
13 Bansal Law, P.C.

14 4. "Class Data" means a complete list of all Settlement Class Members that Defendants
15 will diligently and in good faith compile from its records and provide, subject to a mutually-
16 agreeable protective order filed by the parties and approved by the Court that governs the disclosure
17 or dissemination of confidential information and documents to third parties ("Protective Order"), to
18 the Settlement Administrator within fourteen calendar (14) days after entry of the Preliminary
19 Approval Order. The Class List shall be on one spreadsheet and shall include the Settlement Class
20 Members' full names; last known addresses; telephone numbers; Social Security Numbers; and the
21 total Weeks Worked during the Class Period for each Settlement Class Member. The Parties
22 acknowledge and agree that the filing and entry of a Protective Order is a precondition for release
23 of any Class Data to the Settlement Administrator.

24 5. "Class Period" is deemed to be any time during the period of July 14, 2016 through
25 May 31, 2021, or preliminary approval of the settlement, whichever occurs earlier.

26 6. "Class Representative" or "Plaintiff" means and refers to Vanessa Cebreros.

27 7. "Complaint" refers to the Class Action Complaint filed in the Los Angeles County
28 Superior Court on or about July 14, 2020, in the matter of *Vanessa Cebreros v. Richy Agajanian,*

1 *M.D., et al.*, Los Angeles County Superior Court Case No. 20STCV27218.

2 8. "Court" (or "Judge") means the California Superior Court, County of Los Angeles.

3 9. "Defendants" means and refers to Richy Agajanian, M.D., a professional
4 corporation, and TOI Management, LLC, a California limited liability company.

5 10. "Defendants' Counsel" or "Defense Counsel" means McDermott Will & Emery
6 LLP.

7 11. "Effective Date" means the date by which all of the following events have occurred:
8 (i) this Agreement has been executed by all Parties and their counsel; (ii) the Court has granted
9 Preliminary Approval of the settlement; (iii) the Court has granted Final Approval of the settlement
10 and entered judgment; (iv) Defendants have funded the settlement; and (v) one day after the 60-day
11 period for filing any appeal has expired, if no appeal has been filed by a Settlement Class Member;
12 or, if an appeal is timely filed by the same, then twenty days after the Settlement is subsequently
13 approved following the appeal and there is no possibility of any subsequent appeal or other judicial
14 review.

15 12. "Final Approval" refers to the order of the Court granting final approval of this
16 Stipulation of Settlement and entering a judgment approving this Agreement on substantially the
17 terms provided herein or as the same may be modified by subsequent agreement of the Parties.

18 13. "Final Settlement Class" means, collectively, all Settlement Class Members who
19 have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

20 14. "Individual Settlement Amount" shall have the meaning ascribed to it in Paragraph
21 45(c) below.

22 15. "Judgment" means the judgment relating to the Action as ordered by the Court.

23 16. "Net Settlement Amount" shall have the meaning ascribed to it in Paragraph 45(b)
24 below.

25 17. "Notice" means the notice of proposed class settlement and setting of a Final
26 Approval Hearing that will be sent to the Settlement Class Members.

27 18. "Notice Response Deadline" is forty-five (45) calendar days from the date the Notice
28 is mailed to the Settlement Class Members.

1 19. “Objecting Settlement Class Member” means a Participating Settlement Class
2 Member, other than Plaintiff, who submits a valid and timely objection to the terms of this
3 Agreement, pursuant to Paragraph 64(c) below. Settlement Class Members who timely opt-out
4 cannot object to the Settlement.

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

8 21. “Parties” or “Settling Parties” mean Plaintiff, the Settlement Class, and Defendants,
9 collectively.

10 22. “Preliminary Approval Date” means the date the Court approves this Stipulation of
11 Settlement, and the exhibits thereto, and enters the Preliminary Approval Order.

12 23. “Preliminary Approval Order” means the judicial Order to be entered by the Court,
13 upon the application or motion of the Plaintiff, preliminarily approving this Settlement and
14 providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of the
15 Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing on
16 the fairness of the terms of Settlement, including approval of attorneys’ fees and costs. Defendants
17 will not object to Plaintiff’s motion for preliminary approval, but will be provided with an
18 opportunity to review and comment upon the motion before it is filed.

19 24. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator
20 for the benefit of the Final Settlement Class, and from which the settlement payments shall be made.

21 25. “Released Claims” by the Participating Class Members upon Final Approval of the
22 Settlement will include all claims that were or could have been asserted in the Complaint based on
23 the allegations, facts, matters, transactions or occurrences alleged therein, specifically including,
24 claims during the Release Period expressly alleged in or arising out of the facts alleged in the
25 operative facts, matters, transactions or occurrences asserted in the Action, including any and all
26 claims for alleged unpaid wages (including overtime, final pay upon termination, and minimum
27 wage), alleged unpaid meal and rest break premiums, alleged failure to indemnify for necessary
28 business expenses, itemized wage statement penalties, waiting time penalties under the California

1 Labor Code or Business & Professions Code (including Section 17200 et seq.), and claims for
2 restitution and other equitable relief, liquidated damages, punitive damages, or penalties (including
3 those asserted under PAGA) based on the alleged Labor Code violations, and any other benefit
4 claimed on account of the allegations asserted in the Action or arising out of the facts, matters,
5 transactions or occurrences set forth in the Actions, and expressly excluding claims for wrongful
6 termination, unemployment insurance, disability, and workers' compensation, as well as claims
7 outside of the Release Period.

8 26. "Released Parties" means Defendants and their present and former officers, directors,
9 members, managers, shareholders, agents, parents, subsidiaries, insurers, operators, partners,
10 professional employment organizations, successors, assignees, attorneys, employees, joint
11 venturers, and other related persons and entities.

12 27. "Release Period" shall be the time period governing the Released Claims which shall
13 be any time from July 15, 2016 through May 31, 2021, or preliminary approval of the settlement,
14 whichever occurs earlier.

15 28. "Release" shall mean the release and discharge of the Released Claims by Plaintiff
16 and all of the Participating Class Members, and their assignees.

17 29. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 64(a)
18 below.

19 30. "Service Payment" or "Service Award" means the amount approved by the Court to
20 be paid to the Class Representative, Vanessa Cebreros, in addition to her Individual Settlement
21 Amount as a Participating Class Member.

22 31. "Settlement Administrator" means and refers to the third-party class action
23 settlement administrator Phoenix Settlement Administrators, which the Parties have agreed to retain
24 after securing and comparing competitive bids, who will provide the Notice to the Class Members
25 and distribute the settlement amounts as described in this Stipulation.

26 32. "Settlement Administration Costs" means the costs payable from the Settlement
27 Amount to the Settlement Administrator for administering this Settlement, including, but not limited
28 to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the

1 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties.
2 The Settlement Administration Costs shall be paid from the Settlement Amount, including, if
3 necessary, any such costs in excess of the amount represented by the Settlement Administrator as
4 being the maximum costs necessary to administer the Settlement.

5 33. "Settlement Amount" shall have the meaning ascribed to it in Paragraph 45(a) below.

6 34. "Settlement Class" is defined as all current and former non-exempt California
7 employees employed by Defendants at any time during the Class Period.

8 35. "Settlement Class Member" or "Class Members" refers to individual members of the
9 Settlement Class.

10 36. "Weeks Worked" for each Settlement Class Members means any week in which the
11 Settlement Class Member worked at least one (1) shift during the Class Period.

12 37. "Workweek Value" shall have the meaning ascribed to it in Paragraph 45(c) below.

13 **B. General Terms**

14 38. The Complaint was filed on July 14, 2020, in the Court and alleges class action
15 claims, including: (a) failure to pay minimum wages, (b) failure to pay overtime wages, (c) failure
16 to provide meal periods, (d) failure to provide rest breaks, (e) failure to reimburse necessary business
17 expenses, (f) failure to provide accurate itemized wage statements, (g) failure to timely pay final
18 wages pursuant to Labor Code §§ 201 – 203, (h) unfair and unlawful competition, and (i) related
19 claims under PAGA.

20 39. Defendants deny Plaintiff's claims and allegations and contend that the Action is not
21 suitable for class certification.

22 40. The Class Representative believes she can proceed with her representative and class
23 claims, that the Action is meritorious, and that class certification is appropriate.

24 41. The Parties have conducted a thorough investigation into the facts of the Action.
25 This includes conducting an extensive exchange of informal discovery, including Defendants'
26 written policies and practices and the production of a sampling of payroll and timekeeping records
27 for Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive
28 research with respect to the applicable law and potential defenses to the claims of the Settlement

1 Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against
2 Defendants. Based on the foregoing data and on their own independent investigation and evaluation,
3 Class Counsel is of the opinion that the settlement with Defendants for the consideration and on the
4 terms set forth in this Stipulation of Settlement is fair, reasonable, and adequate and is in the best
5 interest of the Class Members in light of all known facts and circumstances, including the risk of
6 significant delay and uncertainty associated with litigation, various defenses asserted by Defendants,
7 and numerous potential appellate issues.

8 42. On March 3, 2021, Plaintiff and Defendants participated in mediation in Los
9 Angeles, California before Lisa Klerman, Esq. who is one of the most experienced class action
10 mediators in California. After a lengthy full-day mediation and the issuance of a mediator's
11 proposal, the Parties reached a settlement.

12 43. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to
13 be performed or judgments to be entered pursuant to the terms of the Settlement and Agreement,
14 shall be construed as an admission by Defendants of any wrongdoing or violation of any statute or
15 law or liability on the claims or allegations in the Action.

16 44. Stipulation for Class Certification. For settlement purposes only, Defendants will
17 stipulate that the Settlement Class Members described herein who do not Request for Exclusion
18 from the Settlement Class may be conditionally certified as a settlement class. This stipulation to
19 certification is in no way an admission that class action certification, appointing Plaintiff as the Class
20 Representative, and appointing Plaintiff's counsel as Class Counsel are proper and shall not be
21 admissible in this or in any other action except for the sole purposes of enforcing this Agreement.
22 Should, for whatever reason, the Court fail to issue Final Approval (or if Final Approval is reversed
23 on appeal), the Parties' stipulation to class certification as part of the Settlement shall become null
24 and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with the
25 issue of whether or not certification, appointing Plaintiff as the Class Representative, and appointing
26 Plaintiff's counsel as Class Counsel would be appropriate in a non-settlement context. Defendants
27 expressly reserve their rights and declare that they would continue to oppose class certification and
28 the substantive merits of the case should the Court fail to issue Final Approval. Plaintiff expressly

1 reserves her rights and declares that she will continue to pursue class certification and a trial should
2 the Court fail to issue Final Approval.

3 **C. Terms of Settlement**

4 45. The financial terms of the Settlement are as follows:

5 (a) Gross Settlement Amount: The Parties agree to settle this Action for Four
6 Hundred Sixty Thousand Dollars and No/100 Cents (\$460,000.00) ("the Settlement Amount"). The
7 Settlement Amount is the maximum amount that will be paid, and includes Individual Settlement
8 Amounts, attorneys' fees of Class Counsel, costs and expenses, the Service Payment to the Class
9 Representative, all Settlement Administration Costs, payment to the California Labor & Workforce
10 Development Agency ("LWDA") for PAGA penalties and is inclusive of Defendants' share of any
11 payroll taxes.

12 (b) Net Settlement Amount: The "Net Settlement Amount" is defined as the
13 Settlement Amount less attorneys' fees and litigation costs as approved and awarded by the Court,
14 the Service Payment to the Class Representative as awarded by the Court, the Settlement
15 Administration Costs, and payment to the LWDA for PAGA penalties. In the event that the Court
16 reduces the attorneys' fees, costs, expenses or Service Award, the difference shall be placed in the
17 Net Settlement Amount and allocated to the Settlement Class.

18 (c) Individual Settlement Amounts for the Settlement Class: The Individual
19 Settlement Amount for each Settlement Class Member will be calculated by the Settlement
20 Administrator using the Class Data provided by Defendants as follows. Compensable workweeks
21 will be all Weeks Worked by the Settlement Class Members during the Class Period. The dollars
22 per compensable workweek will be calculated by dividing the total Weeks Worked by Settlement
23 Class Members into the Net Settlement Amount to determine a per workweek value ("Workweek
24 Value"). The Workweek Value will be multiplied by the number of Weeks Worked by each
25 Participating Class Member during the Class Period to determine the distribution, prior to legal
26 deductions, for each Participating Class Member. If there are any timely submitted Requests for
27 Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement
28 Amounts for each Participating Class Member so that the amount actually distributed to

1 Participating Class Members equals 100% of the Net Settlement Amount.

2 (d) Allocation of Individual Settlement Amounts: The Individual Settlement
3 Amounts will be allocated based on the allegations in the Action as follows: twenty percent (20%)
4 percent will be paid as wages subject to withholding of all applicable local, state and federal taxes;
5 and eighty percent (80%) will be paid as pre-judgment interest and as penalties from which no taxes
6 will be withheld. The Settlement Administrator will issue to each Settlement Class Member an
7 Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation
8 and a Form 1099 with respect to the penalties and interest allocations.

9 (e) Service Payment to Class Representative: The amount, if any, awarded to
10 the Class Representative as Service Payment will be set by the Court in its discretion, not to exceed
11 \$10,000 for Vanessa Cebreros. Defendants agree not to oppose this request. The Service Payment
12 to Plaintiff will be paid out of the Settlement Amount. The Class Representative will be bound by a
13 General Release, set forth below, in exchange for this payment and will be issued IRS Form 1099
14 in connection with this payment. Plaintiff shall be solely and legally responsible to pay any and all
15 applicable taxes on these payments. The Parties agree that any amount awarded as the Service
16 Payment to Plaintiff less than the requested amount shall not be a basis for Class Counsel to void
17 this Stipulation. Should the Court approve a lesser amount for the Service Payment, the difference
18 shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

19 (f) Attorneys' Fees and Costs: Defendants agree to not oppose a request by Class
20 Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Settlement
21 Amount, plus reasonable litigation costs and expenses not to exceed \$20,000. Defendants agree not
22 to oppose any contention by Class Counsel that attorneys' fees should be based on the common fund
23 theory. Should the Court approve a lesser amount than what is sought by Class Counsel, the
24 difference shall be added to the Net Settlement Amount to be distributed to the Participating Class
25 Members. Any Court order awarding less than the amount sought by Class Counsel shall not be
26 grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement
27 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys'
28 fees and costs awarded by the Court.

1 (g) Settlement Administration Costs: The fees and other charges of the
2 Settlement Administrator will be paid from the Settlement Amount not to exceed \$20,000.

3 (h) PAGA Penalties: The Parties agree that \$10,000 is allocated to PAGA
4 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this amount,
5 \$7,500 (75%) shall be paid to the LWDA in satisfaction of Plaintiff's claims for penalties under the
6 Private Attorney General Act of 2004 ("PAGA") and \$2,500 (25%) will be included in the Net
7 Settlement Amount, payable to the Settlement Class Members.

8 (i) Tax Liability: Class Counsel and Defendants make no representations as to
9 the tax treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement
10 Class Members are not relying on any statement or representation by Class Counsel or Defendants
11 in this regard. Plaintiff and Participating Class Members understand and agree that they will be
12 solely responsible for their own tax obligations. In accordance with both State and Federal tax laws,
13 the Settlement Administrator shall withhold such sums from each Participating Class Member's
14 Individual Settlement Amount as is required in order to comply with the Participating Class
15 Member's and Defendants' tax obligations. Portions of any Individual Settlement Amount not
16 subject to withholding will be issued with a 1099 form. After appropriate tax withholding from
17 Individual Settlement Amounts, the net payment to be received by each Participating Class Member
18 shall be designated as the "Net Payment", and the sum shall be paid as provided in this Agreement.
19 The Settlement Administrator shall report the taxes withheld from the wages of each Participating
20 Class Member as required by law via a W-2 form, and shall immediately pay over all such withheld
21 funds to the appropriate State and Federal taxing authorities. The Settlement Administrator shall
22 provide each Participating Class Member with appropriate documentation setting forth the amount
23 of any of the Participating Class Member's tax or other payment withheld in accordance with State
24 and Federal tax requirements. Participating Class Members shall be responsible for remitting to
25 State and/or Federal taxing authorities any applicable other taxes due and shall hold Defendants
26 harmless and indemnify them for any liabilities, costs and expenses, including reasonable attorneys'
27 fees, assessed or caused by any such taxing authority relating in any way to the tax treatment of the
28 payments made pursuant to this Agreement.

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

24 46. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. Under no
25 circumstances will any portion of the Settlement Amount revert to Defendants. Participating Class
26 Members will not have to make a claim in order to receive an Individual Settlement Amount.
27 Distributions, in the form of Individual Settlement Amounts, will be made directly to each
28 Participating Class Member.

1 47. Class Counsel and Plaintiff believe that the Settlement is fair and reasonable, and
2 will so represent the same to the Court.

3 **D. Release by the Settlement Class**

4 48. Upon entry of the Final Approval Order and payment of the Gross Settlement by
5 Defendants, and except as to such rights or claims as may be created by this Stipulation of
6 Settlement, the Settlement Class (other than those who submit a valid Request for Exclusion) and
7 each member of the Settlement Class who does not timely opt-out, will forever completely release
8 and discharge the Released Parties from the Released Claims for the Release Period.

9 49. Each Settlement Class Member will be deemed to have made the foregoing Release
10 as if by manually signing it.

11 50. Plaintiff and Defendants intend that the Settlement described in this Agreement will
12 release and preclude any further claim, whether by lawsuit, administrative claim or action,
13 arbitration, demand, or other action of any kind, by each and all of the Participating Class Members
14 to obtain a recovery based on, arising out of, and/or related to any and all of the Released Claims.
15 The Class Members shall be so notified in the Notice. This paragraph does not apply to any Class
16 Member who timely and validly opts out of the Settlement.

17 51. Class Representative, on behalf of herself and the Settlement Class, acknowledges
18 and agrees that the claims for unpaid wages in the Action, and untimely payment of wages in the
19 Action, are disputed, and that the payments set forth herein constitute payment of all sums allegedly
20 due to her. Class Representative, on behalf of herself and the Settlement Class, acknowledges and
21 agrees that California Labor Code Section 206.5 is not applicable to the Parties hereto. That section
22 provides in pertinent part as follows:

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

27 **E. Release by Class Representative**

28 52. As a material inducement to Defendants to enter into this Settlement Agreement,

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

12 53. Without limiting the generality of the foregoing, Class Representative expressly
13 releases all claims or rights against Released Parties arising out of or relating to alleged violations
14 of any contracts, express or implied (including but not limited to any contract of employment); any
15 contract or covenant of good faith and fair dealing (express or implied); any tort, including any claim
16 for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages,
17 unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and alleged "off
18 the clock" work under federal and state law, including California Labor Code Sections 204 and 558,
19 waiting time penalties pursuant to California Labor Section 203, damages or penalties pursuant to
20 California Labor Code Section 226, meal period and rest break payments and penalties pursuant to
21 California Labor Code Sections 226.7 and 512, failure to reimburse necessary business expenditures
22 pursuant to California Labor Code Section 2802, failure to provide itemized wage statements
23 pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California
24 Labor Code Sections 210, unfair competition and unfair business practices pursuant to Business and
25 Professions Code Section 17200 et seq., interest and costs pursuant to California Civil Code Section
26 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys' fees
27 and costs, including those pursuant to California Labor Code Section 1194 et seq.; claims under the
28 Private Attorneys General Act of 2004, Labor Code section 2699 et seq., and the alleged violation

1 or breach of any other state or federal statute, rule and or regulation; including all applicable
2 Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not
3 limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys' fees in
4 connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction
5 of emotional distress, and defamation; any legal restrictions on Defendants' right to discharge
6 employees; claims under the California Labor Code, including Section 17200 et seq., or any
7 Industrial Welfare Commission Wage Order; claims under the California Business & Professions
8 Code; and any other claim based upon any act or omission of the Defendants and the Released
9 Parties occurring prior to the Effective Date of this Agreement. Class Representative agrees that
10 there is a risk that any injury that she may have suffered by reason of the Released Parties'
11 relationship with her might not now be known, and there is a further risk that said injuries, whether
12 known or unknown at the date of this Settlement Agreement, might possibly become progressively
13 worse, and that as a result thereof further damages may be sustained. Nevertheless, Class
14 Representative agrees to forever and fully release and discharge the Released Parties, and
15 understands that by the execution of this Settlement Agreement no further claims for any such
16 injuries that existed at the time of the execution of this Settlement Agreement may ever be asserted
17 by Class Representative with respect to claims arising in the time period from the beginning of time
18 to the execution of this Settlement Agreement.

19 54. Class Representative expressly waives and relinquishes all rights and benefits
20 afforded by Section 1542 of the Civil Code of the State of California and does so understanding and
21 acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of
22 the State of California states:

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

27 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and
28 complete release and discharge of all parties, Class Representative and Class Counsel expressly

1 acknowledge that this Settlement Agreement is intended to include in its effect, without limitation,
2 all claims that Class Representative knew of, as well as all claims that she does not know or suspect
3 to exist in her favor against the Released Parties, or any of them, for the time period from the
4 beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement
5 contemplates the extinguishment of any such Class Representative's claims.

6 **F. Interim Stay of Proceedings**

7 55. Pending completion of all of the prerequisites necessary to effectuate this Settlement,
8 the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such
9 as are necessary to effectuate the Settlement.

10 **G. Notice Process**

11 56. Appointment of Settlement Administrator. The Parties have agreed to the
12 appointment of the Settlement Administrator Phoenix Settlement Administrators to perform the
13 duties of a settlement administrator, including mailing the Notice, using standard devices to obtain
14 forwarding addresses, independently reviewing and verifying documentation associated with any
15 claims or opt-out requests, resolving any disputes regarding the calculation or application of the
16 formula for determining the Individual Settlement Amounts, drafting and mailing the settlement
17 checks to Participating Class Members, issuing W-2 and 1099 Tax Forms, and performing such
18 other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

19 57. Disputes Regarding Settlement Administration. Any and all disputes relating to
20 administration of the Settlement by the Settlement Administrator (except for disputes regarding
21 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over
22 the terms and conditions of this Stipulation of Settlement, until Plaintiff and Defendants notify the
23 Court that all payments and obligations contemplated by this Stipulation of Settlement have been
24 fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in
25 good faith to resolve the dispute without the necessity of Court intervention. The Settlement
26 Administrator shall also be responsible for issuing to Plaintiff, Settlement Class Members, and Class
27 Counsel any W-2, 1099, or other Tax Forms as may be required by law for all amounts paid pursuant
28 to this Agreement. The Settlement Administrator shall also be responsible for setting up all

1 necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government
2 authorities.

3 58. Class Data. Within fourteen calendar (14) days after entry of the Preliminary
4 Approval Order, Defendants shall provide, subject to the Protective Order, to the Settlement
5 Administrator on one spreadsheet a list of all Settlement Class Members, including the Class
6 Members' full names, last known addresses, telephone numbers, social security numbers, and the
7 total Weeks Worked by each Class Member during the Class Period. The Settlement Administrator
8 will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's
9 National Change of Address List. Pursuant to the Protective Order, the Class Data provided to the
10 Settlement Administrator will remain confidential and will not be used or disclosed to anyone,
11 except as required by applicable tax authorities, pursuant to Defendants' express written consent, or
12 by order of the Court.

13 59. Notice. The Notice as approved by the Court, shall be sent by the Settlement
14 Administrator to the Settlement Class Members, by first class mail, in English, within fourteen (14)
15 calendar days following the Settlement Administrator's receipt of the Class Data. For all Settlement
16 Class Members, attached to the Notice will be a Settlement Explanation Form. The Settlement
17 Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of
18 Settlement Class Members if any envelopes are returned.

19 60. Returned Notice. The Settlement Administrator will take steps to ensure that the
20 Notice is received by all Settlement Class Members, including utilization of the National Change of
21 Address Database maintained by the United States Postal Service to review the accuracy of and, if
22 necessary, update a mailing address. Notices will be re-mailed to any Class Member for whom an
23 updated address is located within ten (10) calendar days following both the Settlement Administrator
24 learning of the failed mailing and its receipt of the updated address. The Notice shall be identical
25 to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out)
26 request or objection must be returned by the later of the Notice Response Deadline or fifteen (15)
27 days after the re-mailing of the Notice.

28 ///

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

4 62. Disputes Regarding Class Data. Class Members are deemed to participate in the
5 Settlement, unless they opt-out. The Settlement Explanation Form will inform Class Members of
6 his/her estimated Individual Settlement Amount and the number of weeks he/she worked during the
7 Class Period. Class Members may dispute their Weeks Worked if they feel they worked more weeks
8 in the Class Period in California than Defendants' records show by timely submitting evidence to
9 the Settlement Administrator. Defendants' records will be presumed determinative absent reliable
10 evidence to rebut Defendants' records, but the Settlement Administrator will evaluate the evidence
11 submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense
12 Counsel who agree to meet and confer in good faith about the evidence to determine the Class
13 Member's actual number of workweeks and estimated Individual Settlement Amount. If Class
14 Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement
15 Administrator to render a final decision. Class Members will have until the Notice Response
16 Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court.

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

20 64. Settlement Class Members' Rights. Each Settlement Class Member will be fully
21 advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request
22 exclusion from the Settlement. The Notice will inform the Settlement Class Members of the Court-
23 established deadlines for filing objections or requesting exclusion from the Settlement in accordance
24 with the following guidelines:

25 (a) Requests for Exclusion from Settlement Class. Any Settlement Class
26 Member, other than Plaintiff, may request to be excluded from the Settlement Class by submitting
27 a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice
28 Response Deadline. The Request for Exclusion should state:

1 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS
2 IN THE VANESSA CEBREROS V. RICHY AGAJANIAN, M.D.,
3 TOI MANAGEMENT, LLC LAWSUIT. I UNDERSTAND THAT
4 IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS,
I WILL NOT RECEIVE ANY MONEY FROM THE
SETTLEMENT OF THIS LAWSUIT."

5 Any Request for Exclusion must include the full name, address, telephone number, last four
6 digits of the social security number or date of birth, and signature of the Settlement Class Member
7 requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement
8 Administrator at the specified address. Any such Request must be made in accordance with the
9 terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the
10 Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class
11 Member who timely requests exclusion in compliance with these requirements: (i) will not have
12 any rights under this Agreement, including the right to object, appeal or comment on the Settlement;
13 (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not be bound
14 by this Agreement, or the Judgment.

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

22 (c) Objections to Settlement. Any Participating Settlement Class Member, other
23 than Plaintiff, may object to the terms of this Agreement. To object, a Participating Settlement Class
24 Member shall inform the Settlement Administrator, in writing, of his or her objection that must be
25 postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection
26 shall include the full name, address, telephone number, dates of employment with Defendants of the
27 Objecting Settlement Class Member, the case name and number, the basis for the objection,
28 including any legal support and each specific reason in support of the objection, as well as any

1 documentation or evidence in support thereof, and, if the Objecting Settlement Class Member is
2 represented by counsel, the name and address of his or her counsel. If any Objecting Settlement
3 Class Member wishes to speak at the Final Approval Hearing, that Objecting Settlement Class
4 Member's written submission should include a request to be heard, and the Court will determine
5 whether Objecting Settlement Class Members will be permitted to speak. The Settlement
6 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within three
7 (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of due
8 diligence and file with the Court prior to the Final Approval Hearing. Any Participating Class
9 Member who files an objection remains eligible to receive monetary compensation from the
10 Settlement. Plaintiff and Defendants shall not be responsible for any fees, costs, or expenses
11 incurred by any Class Member and/or his or her counsel related to any objections to the Settlement.
12 Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to
13 appeal is preserved by becoming a party of record by timely and properly intervening or filing a
14 motion to vacate the judgment under Code of Civil Procedure § 663.

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

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

26 65. Settlement Class Members will have until the Notice Response Deadline to object or
27 submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
28 Administrator shall disclose jointly to Class Counsel and Defendants' Counsel what objections or

1 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
2 Counsel or Defense Counsel.

3 66. Funding of the Settlement Amount. Defendants shall make a one-time deposit into
4 the QSF of the Settlement Amount, as described in Paragraph 45(a) that is necessary to make all
5 payments required under this Settlement, within ten (10) days after the Effective Date.

6 67. Distribution of Funds. No later than seven (7) calendar days after the deposit of
7 payment into the QSF, the Settlement Administrator will mail the payments to the Participating
8 Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service Payment
9 to the Class Representative, the payment to the LWDA for PAGA penalties, and will pay itself the
10 Settlement Administration Costs.

11 68. Deadline for Cashing Settlement Checks. Participating Class Members shall have
12 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If
13 any Participating Class Member's check is not cashed within that period, the check will be void and
14 a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to
15 the California State Controller's Office in the name of the Class Member, unless the Court directs
16 the Parties to issue unpaid residue to other fund. In said event, the Parties propose the unclaimed
17 funds to be issued to The Wage Justice Center (3250 Wilshire Boulevard, Suite 1010, Los Angeles,
18 CA 90010). The release will be binding upon all Participating Class Members who do not cash their
19 checks within the 180-day period. In the event that any settlement check is returned to the
20 Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five
21 (5) business days of receipt of the returned settlement check, perform a skip trace to locate the
22 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located
23 by these means, the Administrator will have ten (10) business days to re-issue the check. Neither
24 Defendants, Defense Counsel, Class Counsel, Plaintiff, nor the Settlement Administrator will have
25 any liability for lost or stolen settlement checks, forged signatures on settlement checks, or
26 unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a
27 Participating Class Member notifies the Settlement Administrator that he or she believes that a
28 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop

1 payment on such check. If the check in question has not been negotiated prior to the stop payment
2 order, the Settlement Administrator will issue a replacement check.

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

4 69. Promptly after execution of this Stipulation of Settlement, Plaintiff will move the
5 Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
6 accomplishing the following:

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

10 (b) Approving as to form and content the proposed Notice, attached hereto as
11 Exhibit A;

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

14 (d) Preliminarily approving this Settlement; and

15 (e) Preliminarily certifying the class for purposes of this Settlement. Pursuant to
16 Labor Code § 2699(l)(2), Class Counsel shall also submit its Motion for Preliminary Approval to
17 the LWDA.

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

19 70. In connection with the Final Approval Hearing provided for in this Stipulation of
20 Settlement, Class Counsel shall submit a proposed Final Approval Order:

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

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

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

28 Pursuant to Labor Code § 2699(l)(3), Class Counsel shall submit a copy of any final

1 judgment issued by the Court to the LWDA.

2 **J. Voiding the Agreement**

3 71. If the Court fails or refuses to issue the Final Approval Order or fails to approve any
4 material condition of this Stipulation of Settlement which effects a fundamental change of the
5 Settlement, the entire Stipulation of Settlement shall be rendered voidable and unenforceable as to
6 all Parties herein at the option of either Party.

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

10 73. If the Settlement is voided or fails for any reason, the Parties hereto and any funds to
11 be awarded under the Settlement shall be returned to their respective statuses as of the date and time
12 immediately prior to the execution of this Agreement, and the parties shall proceed in all respects
13 as if this Agreement had not been executed.

14 74. If the Settlement is voided or fails for any reason, any costs incurred by the
15 Settlement Administrator shall be borne equally by Defendants and Plaintiff, unless otherwise
16 specified in this Agreement.

17 75. Revocation of Settlement Agreement (by Defendants). If more than ten percent
18 (10%) of the Class Members opt out of the Settlement, Defendants may, at their election, rescind
19 the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendants
20 must exercise this right of rescission, in writing, to Class Counsel within thirty (30) calendar days
21 after expiration of the Notice Response Deadline. If the option to rescind is exercised, then
22 Defendants shall be solely responsible for all costs of the claims administration accrued to that point.
23 Notwithstanding anything to the contrary, Plaintiff, Defendants and their respective counsel shall
24 not solicit opt-outs, directly or indirectly, through any means.

25 **K. Other Terms**

26 76. Waiver. The waiver by one Party of any breach of this Agreement by another Party
27 shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

28 77. Parties' Authority. The signatories hereto represent that they are fully authorized to

1 enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions
2 hereof.

3 78. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
4 accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of
5 such documents and to take such other action as may reasonably be necessary to implement the
6 terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their
7 best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts
8 that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of
9 Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation
10 of Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and
11 Defendants' counsel, take all necessary steps to secure the Court's preliminary and final approval
12 of the settlement, and the final entry of judgment.

13 79. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they
14 have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer,
15 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
16 action or rights released and discharged by this Stipulation of Settlement.

17 80. No Admission. Defendants deny any and all liability to Plaintiff and/or any
18 Settlement Class Member in this Action, as to any and all causes of action that were asserted or that
19 might have been asserted in this Action. Nonetheless, Defendants wish to settle and compromise
20 the matters at issue in the Complaint to avoid further substantial expense and the inconvenience and
21 distraction of protracted and burdensome litigation. Defendants also have taken into account the
22 uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that
23 it has asserted or could assert against Plaintiff, have determined that it is desirable and beneficial
24 that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this
25 Agreement.

26 81. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
27 Order, nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be
28 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of

1 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this
2 Stipulation of Settlement with the intention of avoiding further disputes and litigation with the
3 attendant inconvenience and expenses. This Stipulation of Settlement is a settlement document, and
4 it, along with all related documents such as the notices, and motions for preliminary and final
5 approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence
6 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the
7 settlement, and/or interpret or enforce this Stipulation of Settlement. The stipulation for class
8 certification as part of this Stipulation of Settlement is for settlement purposes only and if, for any
9 reason the settlement is not approved, the stipulation will be of no force or effect.

10 82. Return of Documents and Information. Plaintiff, Class Members and Class Counsel
11 agree that none of the documents and information provided to the Settlement Administrator by
12 Defendants shall be used for any purpose other than approval of this Settlement. No later than thirty
13 (30) days after the payment of all settlement proceeds as described in this Agreement, the Settlement
14 Administrator shall destroy or return to Defense Counsel the original and all copies of any
15 documents designated as "confidential", including any communications and electronic files and
16 copies related to any documents designated as "confidential." Should the Settlement Administrator
17 elect to destroy documents designated as "confidential", the Settlement Administrator shall certify
18 under penalty of perjury that such documents have been destroyed.

19 83. No Press - Defendants, Defendants' Counsel, Plaintiff, and Class Counsel will not
20 engage in any type of publicity related to the Action or settlement, including but not limited to
21 posting the fact of the Complaint or settlement on any website (excluding the settlement website to
22 be maintained by the Settlement Administrator for posting settlement-related information and
23 documents, including the judgment if obtained), issuing any type of press release regarding the
24 Complaint or settlement, initiating any media coverage (digital, radio, satellite, print, recorded,
25 social media, including Facebook, Twitter, Instagram, etc.) or responding to any request for
26 comment about the Complaint or settlement by the press, or responding to any press inquiries
27 regarding the Action or Settlement. Nothing in this paragraph shall prohibit Class Counsel or the
28 Settlement Administrator from communicating with Class Members regarding the proposed

1 settlement, or prohibit the Parties or their counsel from filing or otherwise submitting documents to
2 court in the Complaint, or counsel declarations in other actions in support of counsel adequacy, or
3 prohibit the Settlement Administrator's issuance of the class notice to Class Members of their right
4 to participate in the settlement and procedures related thereto, subject to Court's approval of such
5 notification procedures.

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

10 **To the Settlement Class:**

11 Sam Rezvani Esq.
12 Venture Law, P.C.
13 1901 Avenue of the Stars, Suite 450
14 Los Angeles, California 90067
15 Tel: (310) 893-3402

16 Sanjay Bansal, Esq.
17 Bansal Law, P.C.
18 725 S. Figueroa St., Suite 2250
19 Los Angeles, California 90017
20 Tel: (424) 501-5099

21 **To Defendants:**

22 Yesenia Gallegos, Esq.
23 Christopher Braham, Esq.
24 2049 Century Park East, Suite 3200
25 Los Angeles, California 90067
26 Tel: (310) 788-4199

27 85. Construction. The Parties hereto agree that the terms and conditions of this Stipulation
28 of Settlement are the result of lengthy, intensive arms' length negotiations between the Parties and
that this Stipulation of Settlement shall not be construed in favor of or against any Party by reason
of the extent to which any Party or his or its counsel participated in the drafting of this Stipulation
of Settlement. Plaintiff and Defendants expressly waive the common-law and statutory rule of
construction that ambiguities should be construed against the drafter of an agreement and further

1 agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases
2 construed as a whole, according to its fair meaning.

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

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

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

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

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

26 91. Binding on Assigns. This Stipulation of Settlement shall be binding upon and inure to
27 the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
28 successors and assigns.

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

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Dated: 05/05, 2021

CLASS REPRESENTATIVE:

Vanessa Cebreros
Vanessa Cebreros (May 5, 2021 09:20 PDT)

Vanessa Cebreros

2
3
4
5 5/10/2021
6 Dated: _____, 2021

DEFENDANT:

DocuSigned by:

Richy Agajanian

7E293BCB6B484DA...
Richy Agajanian, M.D., a professional corporation

By: Richy Agajanian

9 5/10/2021
10 Dated: _____, 2021

DEFENDANT:

DocuSigned by:

Brad Hively

60B2B3B633454B8...
TOI Management, LLC, a California limited liability company

By: Brad Hively

15 **APPROVED AS TO FORM**

16
17 Dated: 5/7, 2021

CLASS COUNSEL:

VENTURE LAW, P.C.
BANSAL LAW, P.C.



Sam Rezvani, Esq.
Sanjay Bansal, Esq.
Attorneys for Plaintiff

22
23 Dated: 5/11/, 2021

DEFENDANTS' COUNSEL:

MCDERMOTT WILL & EMERY LLP



Yesenia Gallegos Esq.
Christopher A. Braham, Esq.
Attorneys for Defendants

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Vanessa Cebreros v. TOI Management, LLC, et al.

(Los Angeles County Superior Court Case No. 20STCV27218)

You are not being sued. This is not an ad. This notice affects your rights. Please read it carefully.

You have received this Notice of Class Action Settlement because TOI Management, LLC (“Defendants”) and its predecessors records show you are what is called a “Class Member,” and therefore are entitled to a payment from this class action Settlement. Class Members are all current and former non-exempt persons employed by Defendants in California at any time from July 14, 2016 through May 31, 2021.

On _____, the Honorable Maren Nelson of the Superior Court of California for the County of Los Angeles granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement.

Unless you choose not to participate in the Settlement (in other words, you choose to “opt out”) by following the procedures described below, you will be considered a Participating Class Member, and if the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement fund. The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _____ .m. on _____, 202[1], in Department 17 of the Superior Court of California for the County of Los Angeles, located at the Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

What Is This Case About?

Vanessa Cebreros is a former employee of Defendants. She is the “Plaintiff” in this case and is suing on behalf of herself and all Class Members. Plaintiff sued Defendants claiming that she and Class Members were not paid for all time worked, including all minimum and overtime wages, did not receive all legally compliant meal and rest periods, did not receive reimbursements of necessary business expenses, did not receive payment of final wages at time of separation from employment, that their pay stubs did not contain all required information required by law, and unfair competition. Based on these allegations, Plaintiff and Class Members also claim associated penalties under the California Private Attorneys General Act of 2004 (“PAGA”). Defendants denied and continue to deny that they have any liability to Plaintiff or any Class Member. The Court has never ruled that Defendants did anything wrong or violated any laws.

Plaintiff entered into settlement discussions with Defendants in an attempt to resolve the disputed claims in this case. The parties have negotiated a settlement on behalf of themselves and the Class Members with the assistance of a mediator. The parties’ have documented their agreement in a Joint Stipulation of Settlement (“Joint Stipulation”). The Court has only preliminarily approved the Joint Stipulation. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Plaintiff's attorneys are Sam Rezvani, Esq. of Venture Law, P.C. and Sanjay Bansal, Esq. of Bansal Law, P.C. ("Class Counsel"). Class Counsel have investigated and researched the facts and circumstances underlying the issues raised in this case and the applicable law. While Class Counsel believes Plaintiff's claims in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Because of this, Class Counsel believe the proposed Settlement is fair, adequate, reasonable, and in the best interests of the Class Members.

Defendants are represented by Yesenia Gallegos, Esq. and Christopher Braham, Esq. of McDermott Will & Emery LLP. Defendants have denied and continue to deny Plaintiff's factual and legal allegations. Defendants believe this case has little to no merit. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in this case or that this case can or should proceed as a class action.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of herself and the Class Members in exchange for the Maximum Settlement Amount of \$460,000. The Maximum Settlement Amount includes: (1) Individual Settlement Payments to participating Class Members; (2) Claims Administration Costs estimated to be no more than \$20,000; (3) \$10,000 service payments to Plaintiff for her time and efforts in pursuing this case and in exchange for a general release of claims against Defendants; (4) a \$7,500 payment to the California Labor and Workforce Development Agency for settlement of the PAGA claims; and (5) subject to Court approval of an application for fees and costs, an award of up to \$153,333 in attorneys' fees and up to \$20,000 in litigation costs and expenses to Class Counsel. After deducting the Claims Administration Costs, the service payment to Plaintiff, the payment to the California Labor and Workforce Development Agency, and attorneys' fees and costs/expenses, a total of approximately \$249,167 will be available to Class Members who do not opt out of the Settlement ("Net Settlement Amount").

Plan of Distribution to Class Members

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of weeks a Class Member worked during the Class Period ("Workweeks"). Specific calculations of Individual Settlement Payments will be made as follows:

- a. The Claims Administrator will calculate the number of Workweeks per Class Member during the Class Period. The Class Period is from July 14, 2016 through May 31, 2020. Defendants' Workweek data will be presumed to be correct, unless a particular Class Member proves otherwise to the Claims Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Claims Administrator, and the Claims Administrator's decision on all Workweek disputes will be final and non-appealable.
- c. The Claims Administrator will calculate the total number of Workweeks for each individual Class Member ("Individual Workweeks"). The Claims Administrator will calculate the total number of Workweeks for all Class Members during the Class Period ("Class Workweeks").

- d. To determine each Class Member's "Individual Settlement Payment" the Claims Administrator will use the following formula: Individual Settlement Payment = (Net Settlement Amount ÷ Class Workweeks) x Individual Workweeks for each individual Class Member.

According to Defendants' records, you have Individual Workweeks during the Class Period. Accordingly, your estimated payment is approximately \$.

If you believe the information provided above as to the number of your Individual Workweeks is incorrect and wish to dispute it, please contact the Claims Administrator at no later than 30 days after the date this Notice of Class Action Settlement was mailed to you. If you dispute the information stated above, the information Defendants provided to the Claims Administrator will control unless you are able to provide documentation that establishes otherwise.

Class Member Tax Matters

IRS Forms W-2 and 1099-MISC will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments Class Members receive under the Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 20% of each Individual Settlement Payment will be allocated to alleged unpaid wages, 80% will be allocated as penalties and interest. Again, please consult a tax advisor regarding the significance of how each Individual Settlement Payment is allocated between wages, penalties, and interest. This notice is not intended to provide legal or tax advice. To the extent this notice or any of its attachments is interpreted to contain or constitute advice regarding any United States or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the Settlement, then no further action is required on your part. You will automatically receive your Individual Settlement Payment from the Claims Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1** and the Court grants final approval of the Settlement, you will be mailed a check for your share of the Settlement funds. In addition, you will be deemed to have released or waived the following claims ("Released Claims"):

All claims that were or could have been asserted in the Complaint based on the facts pleaded including state and federal wage and hour laws based on the allegations, facts, matters, transactions or occurrences alleged therein, including but not limited to: alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime,

and alleged “off the clock” work under federal and state law, including California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Code Section 203, damages or penalties pursuant to California Labor Code Section 226, meal period and rest break payments and penalties pursuant to California Labor Code Sections 226.7 and 512, failure to reimburse necessary business expenditures pursuant to California Labor Code Section 2802, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections 210, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200 et seq., interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys’ fees and costs, including those pursuant to California Labor Code Section 1194 et seq.; claims under the Private Attorneys General Act of 2004, Labor Code section 2699 et seq., and the alleged violation or breach of any other state or federal statute, rule and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys’ fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any legal restrictions on Defendants’ right to discharge employees; claims under the California Labor Code, including Section 17200 et seq., or any Industrial Welfare Commission Wage Order; claims under the California Business & Professions Code.

Released Parties means:

Defendants and their present and former officers, directors, members, managers, shareholders, agents, subsidiaries, insurers, operators, partners, professional employment organizations, successors and assignees.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself from participating by submitting a written request to be excluded from the class, to the Claims Administrator. Your written request must expressly and clearly indicate that you have received this Notice of Class Action Settlement, you do not want to participate in the Settlement, and you want to be excluded from the Settlement. The written request for exclusion must include your name, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail or equivalent, to the address below.

Claims Administrator
c/o [Name]
[Address]

Telephone: 1-888-XXX-XXXX

The written request to be excluded from the Settlement must be postmarked to the Claims Administrator not later than _____. If you submit a request for exclusion which is not

1 postmarked by _____, your request for exclusion will be rejected, and you will be
2 included in the Settlement Class.

3 If you choose **Option 2**, you will no longer be a Class Member. Therefore, you (1) will not receive
4 any payment from the Settlement, (2) will not be deemed to have released any claims due to this
Settlement, and (3) will be barred from filing an objection to the Settlement.

5 **Option 3 – File an Objection to the Settlement**

6 If you wish to object to the Settlement because you find it unfair or unreasonable, you may file an
7 objection in writing stating why you object to the Settlement. Your objection must provide: your
8 full name, address and telephone number, the last four digits of your Social Security Number, the
9 dates you were employed by Defendants, and your objections to the Settlement including each
10 specific reason in support of each objection and any legal support for each objection. Your objection
must be filed with the Clerk of the Superior Court of California for the County of Los Angeles,
Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012. A copy of your objection
also must be mailed to the attorneys listed below:

11 Yesenia M. Gallegos, Esq.
12 Christopher Braham, Esq.
13 McDermott Will & Emery LLP
2049 Century Park East, Suite 3200
14 Los Angeles, CA 90067

15 Sam Rezvani, Esq.
16 Venture Law, P.C.
1901 Avenue of the Stars, Suite 450
17 Los Angeles, California 90067

18 Sanjay Bansal, Esq.
19 Bansal Law, P.C.
725 S. Figueroa St., Suite 2250
20 Los Angeles, California 90017

21 All objections must be filed with the Claims Administrator not later than _____. Late
22 objections will not be considered. By filing an objection, you are not excluding yourself from the
Settlement. To exclude yourself from the Settlement, you must follow the directions described
23 above in Option 2. Please note that you cannot both object to the Settlement and exclude yourself.
You must choose one option only.

24 You may, if you wish, also appear at the Final Fairness and Approval Hearing set for
25 _____ at _____.m. in Department 17 of the Superior Court of California for the
County of Los Angeles, located at the Spring Street Courthouse, 312 N. Spring Street, Los Angeles,
26 CA 90012 and discuss your objections with the Court and the Parties at your own expense. You
may also retain an attorney to represent you at the Hearing at your own expense.
27
28

1 If you choose **Option 3**, you will still be entitled to the money from the Settlement and deemed a
2 participant in the Settlement. If the Court overrules your objections, you will be deemed to have
released the Released Claims.

3
4 **Additional Information**

5 This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a
6 more detailed statement of the matters involved in this case and the Settlement, you may refer to the
7 pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be
inspected at the Office of the Clerk of the Superior Court of California for the County of Los
Angeles, at the Spring Street Courthouse, 312 N. Spring Street, Los Angeles, CA 90012, during
regular business hours of each court day.

8 All questions by Class Members regarding this Notice of Class Action Settlement and/or the
9 Settlement should be directed to the Claims Administrator or Class Counsel.

10 **PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,**
11 **DEFENDANTS, OR THEIR ATTORNEYS WITH QUESTIONS.**
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28