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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

MONIQUE LEWIS, on behalf of herself
and others similarly situated,

Plaintiffs,

vs.

AUREUS MEDICAL GROUP, INC.; and
DOES 1-20, inclusive,

Defendants.

Case No. 30-2020-01150700-CU-OE-CXC

**JOINT STIPULATION FOR CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Complaint Filed: July 7, 2020

JOINT STIPULATION FOR CLASS ACTION SETTLEMENT AND RELEASE

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**JOINT STIPULATION FOR CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE**

I.INTRODUCTION

1. This Joint Stipulation of Class Action Settlement and Release is made and entered into by and between Plaintiff Monique Lewis (“Plaintiff”), an individual, and the State of California as Private Attorney General, on the one hand, and Defendants Aureus Radiology LLC and Aureus Nursing LLC (collectively “Defendants”), on the other hand.

2. This Agreement is made for the sole purpose of attempting to consummate settlement of this putative wage and hour class action on a class-wide basis, as well as the action brought by Plaintiff under the Labor Code Private Attorney General Act of 2004 (“PAGA”). As detailed below, in the event that the Court does not execute and file an order granting Final Approval of Settlement, or in the event that the associated Judgment does not become final for any reason, this Agreement shall be deemed null and void and shall be of no force or effect whatsoever.

II.DEFINITIONS

3. “Action” means the lawsuit entitled *Monique Lewis v. Aureus Radiology LLC and Aureus Nursing LLC*, pending in the Superior Court of California, County of Orange, 30-2020-01150700-CU-OE-CXC.

4. “Agreement” and “Settlement” means the Joint Stipulation of Class Action Settlement and Release.

5. “Class Counsel” and “Plaintiff’s Counsel” means Nazo Koulloukian of Koul Law Firm, Inc. and Ashkan Shakouri of Shakouri Law Firm.

6. “Class Counsel Fees” means the amount up to \$100,000 (i.e., one-third of the Gross Fund Value) to compensate Class Counsel for their attorneys’ fees incurred in connection with the Action, including their pre-filing investigation, their filing of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

1 7. “Class Counsel Expenses” means the amount of reasonable litigation expenses Class
2 Counsel incurred in connection with this Action, up to \$20,000, including their pre-filing
3 investigation, their filing of the Action and all related litigation activities, this Settlement, and all
4 post-Settlement compliance procedures.

5 8. “Class Information” means information regarding Class Members that Defendants
6 will in good faith compile from their records and provide to the Settlement Administrator in a secure
7 manner on a confidential basis. It shall include each Class member’s full name, social security
8 number, last known address, and the number of Eligible Work Days for each Class Member.

9 9. “Class” or “Class Members” means all of Defendants’ non-exempt employees who
10 worked at any facility engaged in a trade dispute inside California during the Class Period.

11 10. “Class Notice” means the Notice of Proposed Class Action Settlement (substantially
12 in the form attached as **Exhibit A**).

13 11. “Class Period” means the period from July 7, 2016 to July 9, 2021.

14 12. “Class Representative” or “Plaintiff” refers to Monique Lewis.

15 13. “Incentive Award” means an amount of up to \$10,000 that the Court authorizes to
16 be paid to the Class Representative in recognition of her effort and risk in assisting with the
17 prosecution of the Action and in return for executing a general release of Defendants.

18 14. “Complaint” means the Third-Amended Complaint filed in this Action in the
19 Superior Court of California, County of Orange, 30-2020-01150700-CU-OE-CXC.

20 15. “Court” means the Superior Court of California, County of Orange.

21 16. “Defendants” refers to Aureus Radiology LLC and Aureus Nursing LLC.

22 17. “Defendants’ Counsel” refers to Sarah Kroll-Rosenbaum, Sayaka Karitani, and
23 Nancy Sotomayor of Akerman LLP.

24 18. “Effective Date” The effective date of the settlement shall be sixty-one days after
25 the Court grants final approval to the Settlement.

26 19. “Eligible Work Day” means any day during which a Class Member worked at a
27 facility engaged in a trade dispute in California on behalf of Defendants during the Class Period.

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1 20. “Request for Exclusion” means the written request by a Class Member to exclude
2 himself or herself from the Settlement submitted in accordance with the instructions in the Class
3 Notice.

4 21. “Exclusion List” means the list prepared by the Settlement Administrator listing all
5 Class Members requesting exclusion from the Settlement.

6 22. “Final Approval” means the Court’s final approval of the Settlement without
7 material change.

8 23. “Individual Settlement Payment” means the total, gross amount payable from the
9 Gross Net Value to a Participating Class Member, which shall be calculated for each Participating
10 Class Member as described in this Agreement.

11 24. “Judgment” means the judgment or order to be rendered and entered by the Court in
12 the Action upon and/or after granting Final Approval of the Settlement.

13 25. “Gross Fund Value” means \$300,000, the total settlement value for all damages,
14 restitution, penalties, and interest, all payments to Participating Class Members, Class Counsel
15 Fees, Class Counsel Expenses, Settlement Administration Costs, PAGA Payment, the Incentive
16 Award and all tax obligations of Defendants, including payroll taxes, arising out of the Settlement.

17 26. “Gross Net Value” means the Gross Fund Value, less the following: (a) Class
18 Counsel Fees; (b) Class Counsel Expenses; (c) Incentive Award; (d) Settlement Administration
19 Costs; and (e) PAGA Payment. The Gross Net Value shall be used to satisfy Individual Settlement
20 Payments to Participating Class Members in accordance with the terms of this Agreement.

21 27. “PAGA Members” means all of Defendants’ non-exempt employees who worked
22 at any facility engaged in a trade dispute inside California during the PAGA Period. PAGA
23 Members are a subset of the Class Members.

24 28. “PAGA Period” means from July 1, 2019 to July 9, 2021.

25 29. “PAGA Payment” means the \$25,000 the Parties have agreed to allocate to civil
26 penalties in order to settle claims arising under the Private Attorneys General Act of 2004 (Labor
27 Code sections 2698, et seq.). “LWDA Payment” means the amount paid to the Labor and
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JOINT STIPULATION FOR CLASS ACTION SETTLEMENT AND RELEASE

1 Workforce Development Agency ("LWDA") as its portion (75%) of the total PAGA penalties
2 allocated to it in this Agreement and approved by the Court. "Net PAGA Amount" means the
3 amount paid to PAGA Members as their portion (25%) of the total PAGA penalties allocated to
4 them in this Agreement and approved by the Court.

5 30. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
6 Plaintiff or Defendants.

7 31. "Participating Class Member" means a Class member who does not submit a valid
8 Request for Exclusion requesting to be excluded from the Settlement, consistent with the terms set
9 forth in the Agreement.

10 32. "Preliminary Approval" means the Court's preliminary approval of the Settlement
11 without material change.

12 33. "Released Claims" shall have the meaning set forth in Paragraph 48.

13 34. "Released Parties" means Defendants, and each of their past, present or future
14 subsidiaries, parent companies, affiliated companies, present and former representatives, healthcare
15 facility clients, associates, affiliates or divisions, as well as each of their respective past and present
16 owners, shareholders, managers, trustees, predecessors, successors, directors, officers, agents,
17 employees, partners, lawyers, insurers, and reinsurers, and each of their respective predecessors,
18 successors, heirs and assigns, and any other person acting by, through, under or in concert with any
19 of them.

20 35. "Response Deadline" means the date forty-five (45) calendar days after the
21 Settlement Administrator mails Class Notices to Class members and the last date on which Class
22 members may: (a) postmark Requests for Exclusion, or (b) postmark Objections to the Settlement.

23 36. "Request for Exclusion" means the means the written request by a Class Member to
24 exclude himself or herself from the Settlement submitted in accordance with the instructions in the
25 Class Notice.

38. “Settlement Administrator” means CPT Group, Inc. agreed to by the Parties and approved by the Court for the purposes of administering this Settlement.

39. Class Certification. The Parties stipulate to class certification for purposes of settlement only. If the Court does not grant either Preliminary Approval or Final Approval and Judgment of this Settlement, the Parties stipulate that class certification will be revoked. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, including the deadline for moving to compel arbitration, class certification and discovery deadlines, pending implementation of the Settlement. The fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, or be admissible in connection with, the issue of whether the Class or any other putative class could be certified in a non-settlement context or be considered admissible for any other purpose in any matter.

41. Mediation. The Parties participated in a private mediation on July 9, 2021 with experienced mediator, the Steve Rottman. Prior to the mediation, the Defendants produced extensive time and payroll records to Plaintiff. With the help of a retained expert, Plaintiff conducted a thorough analysis of all records made available by Defendants, including data representative of approximately 314 shifts over 109 workweeks on behalf of a total class size of approximately 78 Class Members at the time of mediation. Following extensive negotiations, and with the expert assistance of the mediator, the Parties reached an agreement that day as to all material terms for this Settlement which were documented in a Memorandum of Understanding.

1 42. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
2 expense and length of continued proceedings necessary to litigate their disputes through trial and
3 through any possible appeals. Plaintiff and Class Counsel have also taken into account the
4 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
5 such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to
6 establish liability for the claims asserted in the Action, both generally and in response to
7 Defendants' defenses thereto (many of which have been shared at the mediation and in settlement
8 discussions), and the obligation to establish liability and damages for the Class Members. Plaintiff
9 and Class Counsel have also taken into account the extensive settlement negotiations conducted.
10 Further, Plaintiff and Class Counsel have taken into account Defendants' agreement to enter into a
11 settlement that confers substantial relief upon the Class members. Based on the foregoing, Plaintiff
12 and Class Counsel have determined that the Settlement is a fair, adequate and reasonable settlement,
13 and is in the best interests of the Class members.

14 43. Defendants' Reasons for Settlement. Defendants have concluded that any further
15 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
16 time, energy and resources of Defendants, unless this Settlement is made, will be devoted to the
17 defense of the claims asserted by Plaintiff. Defendants have also taken into account the risks of
18 further litigation in reaching their decision to enter into this Settlement. Despite continuing to
19 contend that they are not liable for any of the claims set forth by Plaintiff, Defendants have,
20 nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put to
21 rest the claims as set forth in the Action. Defendants claim and continue to claim that the Released
22 Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed
23 claims. Nothing contained in this Agreement and no documents referred to herein and no action
24 taken to carry out this Agreement may be construed or used as an admission by or against the Parties
25 as to the merits or lack thereof of the claims asserted.

26 44. Claims in the Action. The Complaint alleges nine causes of action: (1) failing to
27 pay for all hours worked; (2) failure to pay overtime; (3) failure to pay minimum wage; (4) failure
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1 to authorize and/or permit meal breaks; (5) failure to authorize and/or permit rest breaks; (6) failure
2 to furnish accurate wage statements; (7) waiting time penalties; (8) engaging in unlawful business
3 practices for unfair competition in violation of Business and Professions Code section 17200, *et*
4 *seq.*; and (9) Civil Penalties for Violation of the Private Attorneys General Act of 2004 (Labor
5 Code §2698 *et seq.*). Plaintiff asserts all causes of action on behalf of herself, on a class and
6 representative basis, and acting as a Private Attorney General for the State of California pursuant
7 to PAGA.

8 45. Solely for the purposes of this Settlement, the Parties agree that the Class will be
9 certified. Neither Party is conceding, and this Agreement shall not be used to support arguments
10 that (a) class certification of any claim is appropriate or inappropriate; or (b) that PAGA claims are
11 manageable or need or need not be certified in order to proceed on a representative basis.

12 **I. TERMS OF AGREEMENT**

13 46. Consideration. Defendants agree to pay \$300,000 as the Gross Fund Value amount
14 in the manner described in this Agreement as full consideration for settlement of the action and for
15 Participating Class Members' agreement to release the Released Parties from the Released Claims.
16 Participating Class Members are not eligible to receive any amounts other than their Individual
17 Settlement Payment(s) by virtue of this Settlement. Employer-side taxes shall not be deducted
18 from the Gross Fund Value and shall be paid by Defendants with funds separate and apart from
19 fund the Gross Fund Value. Defendants represent that the Class consists of 78 individuals who
20 worked approximately 314 days during the Class Period. In the event the number of Eligible Work
21 Days increases by more than 10%, the Gross Fund Value shall increase proportionately.

22 47. Released Claims. Upon the Effective Date and funding in full of the Gross Fund
23 Value by Defendants, all Participating Class Members who do not timely and validly opt out shall
24 be deemed to have fully and finally released all claims, causes of action, damages, wages, benefits,
25 expenses, penalties, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other
26 form of relief or remedy in law, equity, or whatever kind of nature against all Released Parties that
27 were alleged or that could have been alleged based on the facts asserted in in the operative
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JOINT STIPULATION FOR CLASS ACTION SETTLEMENT AND RELEASE

1 Complaint that occurred during the Class Period. The release expressly excludes all other claims,
2 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
3 social security, workers' compensation, and claims outside of the Class Period. This release shall
4 be referred to herein as the "Released Class Claims."

5 48. Upon the Effective Date and funding in full of the Gross Fund Value by Defendants,
6 all PAGA Members shall also release all Released Parties from all Released PAGA Claims,
7 irrespective of whether they opted-out of the Settlement and will be bound by this PAGA Release.
8 The Released PAGA Claims are defined as the claims asserted by PAGA Members for alleged
9 violations of the California Labor Code and IWC Wage Order provisions identified in the PAGA
10 Notice sent to the LWDA by Plaintiff and further identified in the operative Complaint that are
11 alleged to have occurred during the PAGA Period ("Released PAGA Claims"). The Released Class
12 Claims and Released PAGA Claims shall collectively be referred to herein as the "Released
13 Claims."

14 49. Tax Liability. The Parties make no representations as to the tax treatment or legal
15 effect of the payments called for hereunder, and Class Members are not relying on any statement
16 or representation by the Parties in this regard. Participating Class Members understand and agree
17 that they will be responsible for the payment of taxes and penalties they owe and that are assessed
18 on the payments described herein, and will hold the Defendants free and harmless from and against
19 any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from
20 personal tax treatment of the payments made pursuant to this Agreement, including the treatment
21 of such payments as not subject to withholding or deduction for payroll and employment taxes.
22 Each Party to this Agreement acknowledges and agrees that no provision of this Agreement, and
23 no written communication or disclosure between or among the Parties or their attorneys and other
24 advisers, is or was intended to constitute or be construed or be relied upon as, tax advice.

25 50. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
26 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
27 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
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JOINT STIPULATION FOR CLASS ACTION SETTLEMENT AND RELEASE

1 communication or disclosure between or among the Parties or their attorneys and other advisers, is
2 or was intended to be, nor shall any such communication or disclosure constitute or be construed
3 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
4 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
5 her or its own, independent legal and tax counsel for advice (including tax advice) in connection
6 with this Agreement, (b) has not entered into this Agreement based upon the recommendation of
7 any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
8 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
9 that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party
10 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
11 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
12 acknowledging party of the tax treatment or tax structure of any transaction, including any
13 transaction contemplated by this Agreement.

14 51. Preliminary Approval of Settlement. Class Counsel shall draft the Motion for
15 Preliminary Approval which shall be reviewed, commented on and approved by Defendants'
16 Counsel prior to filing with the Court. Simultaneous with the filing of the Settlement and solely
17 for purposes of this Settlement, Plaintiff will file a Motion for Preliminary Approval requesting the
18 Court grant preliminary approval of this Settlement, certify the Class for settlement purposes only,
19 and set a date for the final settlement approval hearing. The order for Preliminary Approval shall
20 provide for the Class Notice to be sent to all Class Members as specified herein. At the same time
21 that Plaintiff files the Motion for Preliminary Approval, Plaintiff shall also submit to the LWDA a
22 copy of the proposed settlement pursuant to Labor Code § 2699, *et seq.*

23 52. Settlement Administrator's Duties. The Settlement Administrator shall be
24 responsible for: preparing, printing, and mailing the Class Notices to the Class Members; receiving
25 and reporting any Requests for Exclusion submitted by Class members; establishing the Qualified
26 Settlement Fund; calculating, processing, and mailing payments to Plaintiff, Class Counsel,
27 Participating Class Members, PAGA Members, and the LWDA; withholding any legally mandated
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1 withholdings or deductions from the Individual Settlement Payments and remitting tax
2 withholdings to the applicable tax authorities; performing all tax reporting duties required by law,
3 including distributing all necessary tax forms; providing declaration(s) as necessary in support of
4 preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree
5 upon or as the Court orders the Settlement Administrator to perform. The Settlement Administrator
6 will be responsible for keeping the Parties timely apprised of the performance of all Settlement
7 Administrator responsibilities.

8 53. Settlement Administration. Within ten (10) calendar days after the Court grants
9 Preliminary Approval of this Agreement, Defendants shall provide the Settlement Administrator
10 with the Class Information for purposes of mailing Class Notices to Class Members. The Class
11 Information shall be kept confidential by the Settlement Administrator.

12 54. Allocation of the Gross Net Value. Within fourteen (14) calendar days after
13 receiving the Class Information from Defendants as provided herein, the Settlement Administrator
14 shall calculate the Individual Settlement Payment for each Class Member and provide the
15 calculations to the Parties *without* any personal identifying information (e.g., name, social security
16 number, last known address) about Class Members. The Settlement Administrator shall compute
17 the Individual Settlement Payment for each Class Member pursuant to the following formula:

- 18 a. Add all Eligible Work Days for all Class Members together to obtain the
19 “Denominator”;
- 20 b. Divide the number of Eligible Work Days for each Class Member by the
21 Denominator to obtain each Class Member’s “Payment Ratio”; and
- 22 c. Multiply each Class member’s Payment Ratio by the Gross Net Value to determine
23 his or her Individual Settlement Payment.
- 24 d. Final Allocation of Gross Net Value. If any Class Member submits a timely and
25 valid Request for Exclusion, the Settlement Administrator shall, within fourteen
26 (14) calendar days after the Response Deadline, reallocate their Individual
27 Settlement Payment amounts among all Participating Class Members on a *pro rata*
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1 basis pursuant to the formula set forth in section 51(a)(i)-(iii), above, and provide
2 the final Individual Settlement Payment calculations to the Parties.

3 55. Class Notices. The Class Notice shall inform the Class Members of the number of
4 Eligible Work Days applicable to them based on Defendants' pay records and their estimated
5 Individual Settlement Payment. The Notice shall provide a procedure for challenging such
6 information.

7 56. Participating Class Members. All Class Members who do not submit a valid and
8 timely Request for Exclusion will be eligible to receive Individual Settlement Payments from the
9 Gross Net Value and be subject to the releases as provided herein.

10 57. Exclusions. The Class Notice shall state that Class Members who wish to exclude
11 themselves from the Settlement must submit a completed Request for Exclusion form by the
12 Response Deadline. The Request for Exclusion: (a) must contain the name and number of the
13 Action; (b) must contain the name, address, telephone number and the last four digits of the Social
14 Security number of the person requesting exclusion; (c) must be signed and dated by the Class
15 member; and (d) must be postmarked by the Response Deadline and returned to the Settlement
16 Administrator at the specified address. The Request for Exclusion will be rejected if it does not
17 contain a Class member's telephone number, the last four digits of the Social Security number, and
18 a statement that the Class member wishes to opt out of the Settlement. The date of the postmark
19 on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to
20 determine whether a Request for Exclusion has been timely submitted. Any Class member who
21 requests to be excluded from the Class will not be entitled to recovery under the Settlement, except
22 for their share of the Net PAGA Amount, and will not be bound by the terms of the Settlement or
23 have any right to object, appeal or comment thereon. Class Members who do not submit a valid
24 and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms
25 of the Settlement, bound by the releases, and bound by any Judgment entered in this Action if the
26 Settlement is approved by the Court, even if they do not cash or otherwise negotiate their Individual
27 Settlement Payment check.

- 1 a. No later than fourteen (14) calendar days after the Response Deadline, the
2 Settlement Administrator shall provide counsel for the Parties with the number of
3 all Class Members who have timely submitted Requests for Exclusion. At no time
4 shall any of the Parties or their counsel seek to solicit Class Members to submit
5 Requests for Exclusion from the Settlement.
- 6 b. The Settlement Administrator shall compile a list of all Class Members requesting
7 exclusion (the "Exclusion List"). The Settlement Administrator shall then remove
8 from the Class Member List all Class Members who appear on the Known Bad
9 Address List and Exclusion List. This new list shall be called the "Member
10 Distribution List."
- 11 c. Payments shall only be made to Class Members appearing on the Member
12 Distribution List, also known as Participating Class Members.
- 13 d. Objections. The Class Notice shall state that Class Members who wish to object to
14 the Settlement may submit a written statement of objection ("Notice of Objection")
15 by the Response Deadline and must not have submitted a Request for Exclusion. A
16 valid Notice of Objection must be postmarked by the Response Deadline and
17 returned to the Settlement Administrator at the specified address. The Notice of
18 Objection must be signed by the Class member and state: (a) the full name of the
19 Class Member; (b) the dates of employment of the Class Member; (c) the last four
20 digits of the Class Member's Social Security number and/or any Employee ID
21 number; (d) the basis for the objection; and (e) whether the Class Member intends
22 to appear at the Final Approval hearing. All Class Members, regardless of whether
23 they have submitted a written objection pursuant to the requirements above, may
24 appear at the Final Approval hearing and have their objections heard by the Court.
25 Class Members who fail to make objections either in writing in the manner specified
26 above, or in person at the Final Approval hearing, shall be deemed to have waived
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any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

e. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Judgment. Class Counsel shall not represent any Class Members with respect to any such objections.

f. The Parties and their counsel shall use their best efforts to cause the Court to grant Preliminary and Final Approval of the Settlement as promptly as practical, to perform all acts and execute and deliver all documents, data, and declarations necessary to effectuate this Settlement, including, but not limited to, declarations from the Parties in support of class certification and court approval (Preliminary and Final) of the Settlement, and to oppose any objection by an objector (including any appeal by an objector).

58. Funding and Allocation of Gross Fund Value. This is a non-reversionary, non-claims made, opt-out Settlement. Defendants shall transfer funds equal to the Gross Fund Value to a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator to fund the Individual Settlement Payments, the Incentive Award, the Class Counsel Fees, the Class Counsel Expenses, the PAGA Payment, and the Settlement Administration Costs as set forth in this Agreement.

a. Defendants will fund the Gross Fund Value within fourteen (14) days of the Effective Date by electronic transfer to the Settlement Administrator.

b. Qualified Settlement Fund. The QSF will be established by the Settlement Administrator and administered as a Qualified Settlement Fund pursuant to the Internal Revenue Code. The QSF will be controlled by the Settlement Administrator subject to the terms of this Settlement and the Court’s Order(s). Interest, if any, earned on monies in the QSF will become part of the Gross Net Value. The Settlement Administrator shall serve as Trustee of the QSF and shall act as a fiduciary with respect to the

1 handling, management, and distribution of the Gross Fund Value, including the
2 handling of tax related issues and payments. The Settlement Administrator shall act in
3 a manner as necessary to qualify the settlement fund as a Qualified Settlement Fund
4 and to maintain the qualification.

- 5 c. Individual Settlement Payments. Individual Settlement Payments will be paid from the
6 Gross Net Value and shall be paid pursuant to the settlement formula set forth herein.
7 Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to
8 Participating Class Members on the Member Distribution List at the last known mailing
9 address maintained by the Settlement Administrator. Individual Settlement Awards
10 shall be allocated as follows: (i) 20% (twenty percent) as wages and (ii) 80% (eighty
11 percent) as penalties and interest. The Settlement Administrator shall issue a form W-
12 2 for amounts deemed “wages” that are paid under this Settlement and issue a form
13 1099 for the portions allocated to penalties and interest for each taxable year payments
14 are made.
- 15 d. With regard to the \$6,250 allocated to the PAGA Members for the claims asserted
16 under PAGA, the Claims Administrator shall determine each individual PAGA
17 Member’s *pro rata* basis based on the number of Eligible Work Days worked by each
18 PAGA Member during the PAGA Period, utilizing the same calculations set forth in
19 paragraph 54 above.

20 59. Individual Settlement Payment Checks That Are Returned or Not Negotiated. A
21 Participating Class Member must cash his or her Settlement Share check within 180 days after it is
22 mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement
23 Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his
24 or her correct address. If Participating Class Member’s Settlement Share check is not cashed within
25 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will
26 send the Participating Class Member a letter informing him or her that unless the check is cashed
27 in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it
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1 was lost or misplaced but not cashed. If the Settlement Share check of a Participating Class Member
2 remains uncashed by the expiration of the 180-day period, the uncashed funds shall be distributed
3 to the Controller of the State of California to be held pursuant to the Unclaimed Property Law,
4 California Civil Code Section 1500, *et seq.* for the benefit of those Participating Class Members
5 who did not cash their Settlement Share checks until such time that they claim their property and
6 who will remain bound by the Settlement. The Parties agree that this disposition results in no
7 “unpaid residue” under California Civil Procedure Code Section 384, as the entire Net Settlement
8 Amount will be paid out to Participating Class Members, whether or not they cash their Settlement
9 Share checks.

10 60. Incentive Award. Subject to Court approval, in exchange for the release of all
11 Released Claims, for the general release contained in paragraph 65, and for her time and effort in
12 bringing and prosecuting this matter, Plaintiff Monique Lewis shall be paid an Incentive Award of
13 up to \$10,000 (Ten Thousand Dollars), and Defendant will not oppose an Incentive Award up to
14 such amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for her
15 Incentive Award. Plaintiff shall be solely and legally responsible to pay any and all applicable
16 taxes on her Incentive Award and shall hold harmless Defendants from any claim or liability for
17 taxes, penalties, or interest arising as a result of the Incentive Award. The Incentive Award shall
18 be in addition to Plaintiff’s Individual Settlement Payment as a Participating Class Member. Any
19 amount requested by Plaintiff for the Incentive Award and that is not granted by the Court shall
20 return to the Gross Net Value and be distributed as provided in this Agreement.

21 61. Class Counsel Fees and Class Counsel Expenses. Defendants agree not to oppose
22 or object to any application or motion by Class Counsel for attorneys’ fees not to exceed \$100,000
23 (i.e., one-third of the Gross Fund Value), to be paid out of the Gross Fund Value. Defendants
24 further agree not to oppose any application or motion by Class Counsel for the reimbursement of
25 reasonable costs associated with Class Counsel’s prosecution of this matter not to exceed \$20,000
26 (Twenty Thousand Dollars) from the Gross Fund Value. Class Counsel shall be solely and legally
27 responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
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1 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the payments made
2 pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
3 Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class
4 Counsel for the Class Counsel Fees and Class Counsel Expenses that are not granted by the Court
5 shall return to the Gross Net Value and be distributed as provided in this Agreement.

6 62. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
7 \$25,000 (Twenty-Five Thousand Dollars) from the Gross Fund Value shall be designated for
8 satisfaction of Plaintiff's and PAGA Members' claims pursuant to the PAGA. Seventy-five percent
9 (75%) of the amount designated for satisfaction of the PAGA claim, amounting to \$18,750
10 (Eighteen-Thousand Seven-Hundred Fifty Dollars) shall be deducted from the Gross Fund Value.
11 The remaining twenty-five percent (25%) shall be allocated to PAGA Members based on the
12 number of Eligible Work Days worked within the PAGA Period. If the amount designated for
13 satisfaction of the PAGA claim and/or PAGA Payment are adjusted by the Court, it shall be
14 adjusted by using funds from the Gross Fund Value and in no event shall increase the Gross Fund
15 Value.

16 63. Distribution Timing. Within twenty (10) calendar days of the Effective Date, the
17 Settlement Administrator shall issue payments to (a) Participating Class Members and PAGA
18 Members; (b) the LWDA; (c) Plaintiff; (d) Class Counsel; and (e) itself, for Court-approved
19 services performed in connection with the settlement.

20 64. Settlement Administration Costs. The Settlement Administrator shall be paid for
21 the costs of administration of the Settlement from the Gross Fund Value. No fewer than ten (10)
22 calendar days before the filing of the Final Approval Motion, the Settlement Administrator shall
23 provide the Parties with a statement detailing the costs of administration of the Settlement as well
24 as a declaration detailing the administration process. The Settlement Administrator, on the Parties'
25 behalf, shall have the authority and obligation to make payments, credits and disbursements,
26 including payments and credits in the manner set forth herein, to Participating Class Members
27 calculated in accordance with the methodology set out in this Settlement and orders of the Court.
28

1 The Parties agree to cooperate in the settlement administration process and to make all reasonable
2 efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

3 65. General Release by Plaintiff. Plaintiff hereby unconditionally waives and forever
4 releases Defendants and the Released Parties from any and all claims, debts, liabilities, demands,
5 obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action
6 contingent or accrued for, or which arise from or are related to the allegations and claims asserted
7 in the Action, or any claims related to Plaintiffs' employment with Defendants, including without
8 limitation any and all claims under state and federal law, including but not limited to claims for
9 unpaid wages, overtime compensation, premium payments, meal periods, rest periods, penalties of
10 any kind, interest, attorneys' fees and expenses, whether known or unknown arising or accruing at
11 any time prior to the date of the entry of the final approval, claims that have been raised, or that
12 reasonably could have been raised, under the applicable Wage Orders (including, but not limited
13 to, Wage Order Number 5), and California Labor Code Sections 201-203, 218, 223, 226, 226.7,
14 500, 510, 512, 1194, 1197, 1198, 1199, as well as all claims under PAGA (California Labor Code
15 section 2698 *et seq.*), whether or not he has standing to assert such claims under PAGA, Business
16 and Professions Code section 17200 *et seq.*, and claims for breach of any implied or express
17 contract or covenant; claims for promissory estoppel; claims of entitlement to any pay or employee
18 benefit, insurance or unit grants; claims of wrongful termination, retaliatory discharge or public
19 policy violations of whatever kind or nature, defamation, invasion of privacy, fraud,
20 misrepresentation, emotional distress or other common law or tort matters; assault, claims of
21 harassment, retaliation or discrimination based on age, race, color, religion, sex, sexual orientation,
22 national origin, ancestry, physical or mental disability, medical condition including genetic
23 characteristics, marital status, or any other protected status under federal or state law or regulation
24 or local ordinance; claims under the California Labor Code, Government, Business and Professions,
25 and Health and Safety Codes; claims based upon the California or Federal Constitutions; claims
26 based on any federal, state or other governmental statute, regulation or ordinance, including,
27 without limitation, the California Fair Employment & Housing Act, the California Family Rights
28

JOINT STIPULATION FOR CLASS ACTION SETTLEMENT AND RELEASE

1 Act, Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, the Labor
2 Management Relations Act, and the Family Medical Leave Act.

- 3 a. Release of Unknown Claims. Plaintiff acknowledges that she has had the
4 opportunity to review and has reviewed California Civil Code section 1542, which
5 provides:

6 **A GENERAL RELEASE DOES NOT EXTEND TO**
7 **CLAIMS WHICH THE CREDITOR OR RELEASING**
8 **PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN**
9 **HIS OR HER FAVOR AT THE TIME OF EXECUTING**
10 **THE RELEASE, AND THAT IF KNOWN BY HIM OR**
11 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
12 **HER SETTLEMENT WITH THE DEBTOR OR**
13 **RELEASED PARTY.**

- 14 b. Being fully informed of this provision of the California Civil Code and
15 understanding its provisions, Plaintiff agrees to waive any rights under
16 Section 1542, and acknowledges that this Agreement and the releases
17 contained herein extends to all claims that they have or might have against
18 the persons and entities released, including those which are presently
19 unknown to them.

20 66. Final Approval, Entry of Judgment, and Notice to Class Members. Class Counsel
21 shall draft the Motion for Final Approval. Then, a Final Approval hearing shall be conducted to
22 determine final approval of the Settlement along with the amounts properly payable for: (a) Class
23 Counsel Fees; (b) Class Counsel Expenses; (c) Incentive Award; (d) Settlement Administration
24 Costs; and (e) PAGA Payment. The Final Approval hearing date may be continued without further
25 notice to the Class.

26 67. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the
27 Motion for Final Approval, the Parties shall also jointly file a Proposed Final Judgment and seek
28

1 the entry of Judgment consistent with the terms of this Agreement substantially in the form
2 evidenced in **Exhibit B**.

3 68. Nullification of Settlement Agreement. In the event: (a) the Court does not enter
4 the order for Preliminary Approval substantially in the form attached hereto as **Exhibit B**; (b) the
5 Court does not finally approve the Settlement as provided herein; (c) the Court does not enter a
6 Judgment as provided herein substantially in the form attached hereto as **Exhibit C**; or (d) the
7 Settlement does not become final for any other reason, either Party may terminate this Settlement.
8 The terminating Party shall give the other Party (through its counsel) written notice of its decision
9 to terminate no later than ten (10) calendar days after receiving notice that one of the above
10 enumerated events have occurred. Termination shall have the following effects:

- 11 a. The Settlement Agreement shall be null and void and any order or judgment entered
12 by the Court in furtherance of this Settlement shall be treated as void from the
13 beginning.
- 14 b. The Parties and any funds to be awarded under this Settlement shall be returned to
15 their respective statuses as of the date and time immediately prior to the execution
16 of this Agreement, and the Parties shall proceed in all respects as if this Agreement
17 had not been executed.
- 18 c. The Parties shall pay, in equal amounts, all Settlement Administration Costs.

19 69. Disputes Regarding Individual Settlement Payments. In the event that Class
20 Members have a dispute as to the data provided by the Defendants, Class Members will have the
21 opportunity to provide documentation and/or an explanation by the Response Deadline. If there is
22 a dispute, the Settlement Administrator will consult with the Parties to determine whether an
23 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
24 amounts of, any Individual Settlement Payments under the terms of this Agreement, and that
25 determination shall be binding. In no event will the Gross Value Fund be altered as a result of any
26 such disputes.

1 70. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
2 Settlement Administrator concerning the administration of the Settlement will be resolved by the
3 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel
4 for Parties will confer in good faith to resolve the disputes without the necessity of involving the
5 Court.

6 71. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Class Members
7 pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any
8 effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday
9 pay, retirement plans, etc.) of Plaintiff or Class Members.

10 72. No Admission by the Parties. Defendants deny any and all claims alleged in this
11 Action and denies any and all alleged wrongdoing whatsoever. This Agreement is not a concession
12 or admission, and shall not be used against Defendants as an admission or indication with respect
13 to any claim of any fault, concession or omission by Defendants.

14 73. Disposition of Data. The Parties expressly agree that all data and information shared
15 by Defendants before, at, and after the Parties' mediation of this matter is considered confidential
16 settlement communications.

17 74. Exhibits and Headings. The terms of this Agreement include the terms set forth in
18 any attached Exhibits A-C, which are incorporated by this reference as though fully set forth herein.
19 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of
20 any paragraphs or sections of this Agreement are inserted for convenience of reference only and do
21 not constitute a part of this Agreement.

22 75. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
23 except such proceedings necessary to implement and complete the Settlement, in abeyance pending
24 the Final Approval hearing to be conducted by the Court.

25 76. Amendment or Modification. This Agreement may be amended or modified only
26 by a written instrument signed by all Parties or their successors-in-interest.
27
28

1 77. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
2 Agreement among these Parties. No extrinsic oral or written representations or terms shall modify,
3 vary or contradict the terms of the Settlement Agreement unless made in writing and signed by duly
4 authorized representatives of all Parties.

5 78. No Prior Assignments. The Parties represent, covenant, and warrant that they have
6 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
7 encumber to any person or entity any portion of any claims, causes of action, demands, rights, and
8 liabilities of every nature and description released under this Settlement.

9 79. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
10 and represent they are expressly authorized by the Parties whom they represent to negotiate this
11 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
12 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
13 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
14 and use their best efforts to affect the implementation of the Settlement. In the event the Parties
15 are unable to reach agreement on the form or content of any document needed to implement the
16 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
17 of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.
18 The person signing this Agreement on behalf of Defendants represents and warrants that he or she
19 is authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that
20 he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim,
21 covered by this Settlement to a third-party.

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

24 81. California Law Governs. All terms of this Agreement and the Exhibits hereto shall
25 be governed by and interpreted according to the laws of the State of California, without giving
26 effect to any conflict of law principles or choice of law principles.

1 82. Counterparts. This Agreement may be executed in one or more counterparts. All
2 executed counterparts and each of them shall be deemed to be one and the same instrument provided
3 that counsel for the Parties to this Agreement shall exchange among themselves original signed
4 counterparts.

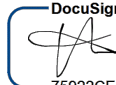
5 83. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
6 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
7 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
8 and potential.

9 84. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the
10 interpretation, implementation and enforcement of the terms of this Agreement and all orders and
11 judgments entered in connection therewith pursuant to California Code of Civil Procedure Section
12 664.6 and all other applicable statutes, and the Parties and their counsel hereto submit to the
13 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement
14 embodied in this Agreement and all orders and judgments entered in connection therewith.

15 85. Invalidity of Any Provision. Before declaring any provision of this Agreement
16 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so
17 as to define all provisions of this Agreement valid and enforceable.

Plaintiff:

Date: 9/7/2021

DocuSigned by:

75922CEF832B43D...
By: Monique Lewis

Defendant Aureus Radiology LLC

Date: 9-7-21

By: Stephen Pedersen
By: Stephen Pedersen
Its: General Counsel

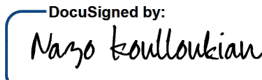
Defendant Aureus Nursing LLC

Date: 9-7-21

By: Stephen Pedersen
By: Stephen Pedersen
Its: General Counsel

Approved as to form only:

Date: 9/7/2021

DocuSigned by:

5F97388C1D414C7...
By: Nazo Koulloukian
Nazo Koulloukian
Attorney for Plaintiff

Date: 9/7/21

By: Ashkan Shakouri
Ashkan Shakouri
Attorney for Plaintiff

Date: 9/7/2021

By: 
Name: Aureus Radiology LLC
Attorney for Defendant

JOINT STIPULATION FOR CLASS ACTION SETTLEMENT AND RELEASE

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
Monique Lewis v. Aureus Radiology LLC DBA Aureus Allied Health and Aureus Nursing LLC
Case No. 30-2020-01150700-CU-OE-CXC

**THIS IS A COURT-AUTHORIZED NOTICE
PLEASE READ IT CAREFULLY**

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>

Dear <<Name>>,

You are receiving this Notice because a proposed settlement (the “Settlement”) has been reached by the parties in the above-captioned class action and Private Attorney General Act (“PAGA”) lawsuit. Aureus Radiology LLC (DBA Aureus Allied Health) and Aureus Nursing LLC (“Defendants”) records indicate that you are one of the individuals who fall within the group of individuals entitled to receive a settlement payment. The purpose of this Notice is to inform you about the Settlement and your legal rights under the Settlement.

You are eligible to receive an Individual Settlement Payment based on the number of days you worked for the Defendants during the Class Period (July 7, 2016 through July 9, 2021).

The Defendants’ employment records show that you worked [REDACTED] work days during the Class Period. You are eligible to receive an estimated payment of approximately \$ EST PYMNT.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Monique Lewis filed this putative class and representative lawsuit on July 7, 2020. In this lawsuit, Plaintiff asserts claims on behalf of herself and on behalf of all nonexempt, hourly employees during the time period from July 7, 2016 to July 9, 2021, who worked for Defendants at any facility engaged in a trade dispute (i.e., “strike”). Plaintiff alleged that Defendants: (1) failed to pay for all hours worked; (2) failed to pay overtime; (3) failed to pay minimum wage; (4) failed to authorize and/or permit meal breaks; (5) failed to authorize and/or permit rest breaks; (6) failed to furnish accurate wage statements; (7) owe waiting time penalties; (8) engaged in unlawful business practices; and (9) owe civil penalties under Private Attorneys General Act (“PAGA”).

Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the lawsuit and further deny that, for any purpose other than that of settling this lawsuit, the lawsuit is

appropriate for class treatment. Defendants contend, among other things, that they complied at all times with the California Labor Code, and all other applicable laws. The Court has made no ruling and will make no ruling on the merits of the lawsuit and its allegations and claims.

SUMMARY OF THE SETTLEMENT

A. Why is There a Settlement?

The Court did **not** decide in favor of Plaintiff or Defendants. Plaintiff thinks she would have prevailed at a trial. Defendants does not think that Plaintiff would have succeeded at trial. But there was no trial. Instead, both sides agreed to a Settlement to avoid the costs, risks, and uncertainty of a trial, and the Participating Class members will get compensation for the claims released by the Settlement. Plaintiff and her attorneys believe the Settlement is fair, reasonable and adequate and in the best interests of all Class members.

B. Who Are the Class Members and PAGA Members In This Case?

“Class Members” means all of Defendants’ non-exempt employees who worked at any facility engaged in a trade dispute (i.e., “strike”) inside California from July 7, 2016 to July 9, 2021 (“Class Period”).

“PAGA Members” means all of Defendants’ non-exempt employees who worked at any facility engaged in a trade dispute (i.e., strike) inside California from July 1, 2019 to July 9, 2021 (“PAGA Period”). PAGA Members are a subset of the Class Members.

C. What Does the Settlement Provide?

1. Settlement Amount.

To settle the lawsuit, the Defendants will pay a total of \$300,000 (“Gross Fund Value”). The following sums will be paid from the Settlement Amount: all Individual Settlement Payments to the members of the Settlement Class who participate in the Settlement, Class Counsel Fees, Class Counsel Expenses, Incentive Award to Plaintiff, Settlement Administration Costs, and a payment to the California Labor and Workforce Development Agency and PAGA Members pursuant to PAGA (“PAGA Payment”).

2. Net Settlement Amount.

- The Net Fund Value will be the Gross Fund Value minus Class Counsel Fees (not to exceed \$100,000), Class Counsel Expenses (up to \$20,000), Incentive Award to Plaintiff (up to \$10,000), Settlement Administration Costs (not to exceed \$20,000), and the PAGA Payment (up to \$25,000). The PAGA Payment shall be allocated as follows: \$18,750.00 to the State of California’s Labor and Workforce Development Agency (“LWDA”) and \$6,250.00 for distribution to PAGA Members as part of the Net PAGA Amount.

3. Your Individual Payment Amount.

The amount of your Individual Settlement Payment will be determined based on the number of days when you were employed from July 7, 2016, to July 9, 2021. ("Eligible Work Days").

The Settlement Administrator will calculate Individual Settlement Payments based on the following allocation formula: (a) add all Eligible Work Days for all Class members together to obtain the "Denominator"; (b) divide the number of Eligible Work Days worked from July 7, 2016 to July 9, 2021 ("Class Period") for each Class Member by the Denominator to obtain each Class member's "Payment Ratio"; and (c) multiply each Class Member's Payment Ratio by the Net Fund Value to determine his or her Individual Settlement Payment. The Net PAGA Amount shall be calculated in the same manner based on Eligible Work Days during the "PAGA Period."

Based on the Defendants' records, you have [] Eligible Work Days during the Class Period. If you disagree about your number of Eligible Work Days, you must notify the Settlement Administrator and provide any evidence supporting your challenge to the Settlement Administrator by [insert date 45-days after Class Notice mailed]. The Settlement Administrator will ask Defendants to verify their records for your number of Eligible Work Days. The Settlement Administrator will examine any evidence that you provide and any revised information from Defendants. The Settlement Administrator, in its sole discretion, will then make a determination about your number of Eligible Work Days. The Settlement Administrator's determination will be final.

Currently, it is estimated that that you will receive a total Individual Settlement Payment of [\$]. Please note that this amount may change based on how much the Court awards in attorney fees' and costs and the number of individuals who ask to be excluded from the Settlement.

4. Tax Matters.

Individual Settlement Awards shall be allocated as follows: (i) 20% as wages, subject to tax withholdings; and (ii) 80% as penalties and interest. Pursuant to applicable law, the Settlement Administrator will distribute IRS Forms W2 and 1099 (and any equivalent California forms) to Class Members who do not opt-out of the Settlement (i.e., Participating Class Members) reflecting the payment he or she receives under the Settlement. Tax forms will be distributed at times and in the manner required by the Internal Revenue Code.

Class members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement.

D. How Will the Lawyers and the Class Representative Be Paid?

The lawyers representing Plaintiff and the Class will be paid from the \$300,000 Gross Fund Value, subject to approval of the Court. The lawyers will request approval from the Court for payment of attorneys' fees of up to one-third of the Gross Fund Value (i.e., "Class Counsel Fees"), plus reimbursement of actual litigation costs up to \$20,000 (i.e., Class Counsel Expenses). The Court will review this request to determine if the amounts requested are fair. These payments are for services provided, and to be provided, to the Class, and to compensate the lawyers for the risk of bringing this case on a "contingent basis" where they invested time and all litigation costs with the chance of no recovery.

The lawyers will also ask the Court to approve an individual service award to Plaintiff of up to \$10,000 (i.e., Incentive Award), for her willingness to accept the risks of bringing this case as a service to the Class. The amount is also subject to Court review and approval.

E. What Do I Release under the Settlement?

Each Class Member, except those that make a valid and timely Requests for Exclusions, will finally and fully release Defendants, and each of their past, present or future subsidiaries, parent companies, affiliated companies, present and former representatives, healthcare facility clients, associates, affiliates or divisions, as well as each of their respective past and present owners, shareholders, managers, trustees, predecessors, successors, directors, officers, agents, employees, partners, lawyers, insurers, and reinsurers, and each of their respective predecessors, successors, heirs and assigns, and any other person acting by, through, under or in concert with any of them (“Released Parties”) from all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind of nature against all Released Parties that were alleged or that could have been alleged based on the facts asserted in the operative Complaint that occurred during the Class Period. The release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims outside of the Class Period. This release shall be referred to herein as the “Released Class Claims.”

All PAGA Members will release all Released Parties from all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the “PAGA Release”). “Released PAGA Claims” are defined as the claims asserted by PAGA Members for alleged violations of the California Labor Code and IWC Wage Order provisions identified in the PAGA Notice sent to the LWDA by Plaintiff and further identified in the operative Complaint that are alleged to have occurred during the PAGA Period (“Released PAGA Claims”).

THE FINAL APPROVAL HEARING

The Court will conduct a final approval hearing regarding the Settlement (the “Final Approval Hearing”) on [insert date of final approval hearing] at [time] in [insert location]. The Court will determine: (a) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class members; (b) whether the Class members should be bound by the terms of the Settlement; (c) the amount of the attorneys’ fees and expenses awarded to Plaintiff’s attorneys; and (d) the amount that should be awarded to Plaintiff as an Incentive Award. At the Final Approval Hearing, the Court will hear all objections as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or you can appear without an attorney and represent yourself.

The Final Approval Hearing may be continued to a different date without further notice to the Class. You may contact Plaintiff’s or Defendants’ counsel, listed in this Class Notice, to inquire into the date and time of the Final Approval Hearing.

Condition of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing approving the Settlement as fair, reasonable, adequate and in the best interests of the Class.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – GET A PAYMENT**

IF YOU ARE A MEMBER OF THE CLASS AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, THEN YOU DO NOT HAVE TO DO ANYTHING, AND YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself (“opt out”) from the Class and not be bound by a judgment in this case, but if you choose to do so, **you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows:** Irrespective of whether you exclude yourself from the Settlement or “opt out,” you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than [redacted] [forty-five (45) days after the Class Notice is made]. The request to opt-out may state in substance: “I have read the Class Notice and I wish to opt-out of the class action and settlement of the case *Monique Lewis v. Aureus Radiology LLC DBA Aureus Allied Health and Aureus Nursing LLC* (Case No. 30-2020-01150700-CU-OE-CXC)” or a response in another verifiable format advising the Settlement Administrator that you elect not to participate in the Settlement. The request to opt-out must contain your name, address, and signature. To be valid, the request to opt-out must be completed by you and must be timely mailed to the Settlement Administrator. Anyone who submits a timely and valid request to opt out shall not be deemed a Class Member and will not receive any payment as part of this Settlement, except as provided above.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Class member, but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed Settlement. To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

Any written objection must be postmarked and mailed to the Settlement Administrator no later than [redacted] [forty-five (45) days after the Notice or re-mailed Notice]. The address for the Settlement Administrator is [redacted].

To object, you must sign the objection, and must state: (1) your full name; (2) your dates of employment with the Defendants; (3) the last four digits of your Social Security number and/or any Employee ID number; (4) the basis for the objection; and (5) whether you intend to appear at the Final Approval Hearing. Regardless of whether you have submitted a written objection pursuant to the requirements above, you may appear at the Final Approval hearing and have your objection heard by the Court. If you fail to make objection either in writing in the manner specified above, or in person at the

Final Approval hearing, you shall be deemed to have waived any objection and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

PLAINTIFF'S/CLASS COUNSEL:

SHAKOURI LAW FIRM

Ashkan Shakouri, Esq. [SBN 242072]
11601 Wilshire Blvd., Fifth Floor
Los Angeles, California 90025
Telephone: (310) 575-1827
Fax: (310) 575-1872
ash@shakourilawfirm.com

KOUL LAW FIRM

Nazo Koulloukian, Esq. [SBN 263809]
nazo@koullaw.com
3435 Wilshire Boulevard, Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484
Facsimile: (818) 561-3938

DEFENDANT'S COUNSEL:

AKERMAN LLP

Sarah Kroll-Rosenbaum [SBN 272358]
Sayaka Karitani [SBN 240122]
Nancy Sotomayor [sbn 312022]
601 West Fifth Street, Suite 300
Los Angeles, California 90071
Telephone: (213) 688-9500
Fax: (213) 627-6342
sarah.kroll-rosenbaum@akerman.com
sayaka.karitani@akerman.com
nancy.sotomayor@akerman.com

WHAT IF YOU NEED TO CHANGE OR UPDATE MY ADDRESS?

If you move after receiving this Class Notice, if it was misaddressed, or if for any reason you want your Individual Settlement Payment or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator at [insert address] as soon possible.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may request a copy of the "Joint Stipulation for Class Action Settlement and Release" from the Settlement Administrator.

ALL INQUIRIES REGARDING THIS LITIGATION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR at [insert settlement administrator contact information].

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS

IMPORTANT:

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If the Settlement Share check of a Participating Class Member remains uncashed by the expiration of the 180 day period, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.* for the benefit of those Participating Class Members who did not cash their Settlement

Share checks until such time that they claim their property and who will remain bound by the Settlement.

- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

EXHIBIT B

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF ORANGE COUNTY**

MONIQUE LEWIS, on behalf of herself and
others similarly situated,

Plaintiff,

v.

AUREUS MEDICAL GROUP, INC.; and
DOES 1-20, inclusive,

Defendants.

Case No: 30-2020-01150700-CU-OE-CXC

CLASS-ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

*Assigned to: The Honorable Glenda Sanders;
Dept. CX101*

1 On _____, a hearing was held on Plaintiff Monique Lewis's ("Plaintiff")
2 Unopposed Motion for Preliminary Approval of the Class Action Settlement. Shakouri Law Firm
3 and Koul Law Firm appeared for Plaintiff and Akerman LLP appeared for Defendants Aureus
4 Radiology LLC and Aureus Nursing LLC ("Defendants").

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

7 **IT IS ORDERED:**

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

11 2. The Class is defined as all of Defendants' non-exempt employees who worked at
12 any facility engaged in a trade dispute inside California during from July 7, 2016 to July 9, 2021
13 (the "Class Period"). "PAGA Members" is defined as all of Defendants' non-exempt employees
14 who worked at any facility engaged in a trade dispute inside California from July 1, 2019 to July
15 9, 2021 (the "PAGA Period"). PAGA Members are a subset of the Class Members.

16 3. Pursuant to the Agreement, the Class is conditionally certified for settlement
17 purposes only.

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

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

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

11 6. Any Class Member who does not submit a valid Request for Exclusion will receive a
12 Settlement Share based upon the allocation formula set forth in the Agreement. Class Members
13 who wish to exclude themselves from the Settlement must do so not later than 45 days after the
14 Settlement Administrator mails the Class Notice to them pursuant to the procedures set forth in
15 the Class Notice. PAGA Members will receive payment from the Net PAGA Amount and will be
16 bound by and release all Released PAGA Claims, irrespective of whether they opt out of the
17 Settlement.

18 7. Any Class Member who wishes to object to the Settlement, the proposed Class
19 Counsel Fees, Class Counsel Expenses, and/or Incentive Award will have the opportunity to do
20 so at the Final Approval Hearing.

21 8. Class Counsel must file their application for Class Counsel Fees, Class Counsel
22 Expenses concurrently with their motion for final approval of the Settlement.

23 9. CPT Group is appointed to act as the Settlement Administrator, pursuant to the terms
24 set forth in the Settlement.

25 10. Shakouri Law Firm and Koul Law Firm are approved as Class Counsel.

26 11. Plaintiff is approved as the representatives of the Class.

27 12. Defendants are directed to provide the Settlement Administrator with the Class
28

1 Information as specified by the Agreement no later than 10 days after the date of entry of this
2 Order. Pursuant to the terms set forth in the Agreement, the Class Information, its contents, and
3 any files containing Class Information shall remain strictly confidential for the Settlement
4 Administrator's eyes only, not to be disclosed to Plaintiff or to Class Counsel or to any Class
5 Member.

6 13. The Class Notice attached as Exhibit 1 to the Agreement is approved. The
7 Settlement Administrator is directed to mail the approved Class Notice by first-class mail to the
8 Class Members at their last known address no later than 14 days after receipt of the Class Data.

9 14. A Final Approval Hearing will be held on _____, at 751 W. Santa
10 Ana Blvd., Santa Ana, California 92701, in Department CX101, to determine whether the
11 Settlement should be granted final approval as fair, reasonable, and whether there was adequate
12 notice to the Class Members. The Court will hear all evidence and argument necessary to evaluate
13 the Settlement and will consider the request for approval of Class Counsel Fees, Class Counsel
14 Expenses, Incentive Award, and Settlement Administration Costs. Class Members and their
15 counsel may support or oppose the Settlement and the motion for an award of Class Counsel
16 Fees, Class Counsel Expenses, and Incentive Award, if they so desire, as set forth in the Class
17 Notice.

18 15. Any Class Member may appear at the Final Approval Hearing in person or by his or
19 her own attorney and show cause why the Court should not approve the Settlement, or object to
20 the motion for an award of Class Counsel Fees, Class Counsel Expenses, and Incentive Award

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

24
25 DATED: _____

26 HON. GLENDA SANDERS
27 COUNTY OF ORANGE SUPERIOR COURT
28

EXHIBIT C

EXHIBIT C

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF ORANGE COUNTY**

MONIQUE LEWIS, on behalf of herself and
others similarly situated,

Plaintiff,

v.

AUREUS MEDICAL GROUP, INC.; and
DOES 1-20, inclusive,

Defendants.

Case No: 30-2020-01150700-CU-OE-CXC

CLASS-ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT AND APPLICATION FOR
CLASS COUNSEL FEES, CLASS
COUNSEL COSTS, INCENTIVE AWARD,
AND FINAL JUDGMENT THEREON**

*Assigned to: The Honorable Glenda Sanders;
Dept. CX101*

1 On _____, a hearing was held on Plaintiff Monique Lewis's ("Plaintiff")
2 Unopposed Motion for Final Approval of the Class Action Settlement and Motion for Class
3 Counsel Fees, Class Counsel Costs, and Incentive Award. Shakouri Law Firm and Koul Law
4 Firm appeared for Plaintiff and Akerman LLP appeared for Defendants Aureus Radiology LLC
5 and Aureus Nursing LLC ("Defendants").

6 The Parties have submitted their Class Action Settlement Agreement (the "Agreement" or
7 "Settlement"), which this Court preliminarily approved (the "Preliminary Approval Order"). In
8 accordance with the Preliminary Approval Order, Class Members have been given adequate
9 notice of the terms of the Settlement and the opportunity to object to it or to exclude themselves
10 from it.

11 Having received and considered the Settlement, the supporting papers filed by the Parties,
12 and the evidence and argument received by the Court before entering the Preliminary Approval
13 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
14 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
15 DETERMINATIONS as follows:

16 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
17 Order and Judgment adopts all defined terms set forth in the Agreement.

18 2. For settlement purposes only, the Court grants certification of the Class. The Class
19 is defined as all of Defendants' non-exempt employees who worked at any facility engaged in a
20 trade dispute inside California during from July 7, 2016 to July 9, 2021 (the "Class Period").
21 "PAGA Members" is defined as all of Defendants' non-exempt employees who worked at any
22 facility engaged in a trade dispute inside California from July 1, 2019 to July 9, 2021 (the "PAGA
23 Period." PAGA Members are a subset of the Class Members.

24 3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action
25 Settlement and Final Approval Hearing ("Class Notice") was sent to each Class Member by first-
26 class mail. The Class Notice informed Class Members of the terms of the Settlement, their right
27 to receive a Settlement Share, their right to comment on or object to the Settlement and/or the
28 attorneys' fees and costs, their right to elect not to participate in the Settlement and pursue their

own remedies, and their right to appear in person and/or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

4. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

5. For the reasons stated in the Preliminary Approval Order, the Court finds and determines that the terms of the Settlement are fair, reasonable and adequate to the Class and to each Class Member and that the Participating Class Members will be bound by the Settlement, that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby are ordered to be consummated.

6. The Court finds and determines that the all-inclusive Gross Fund Value in the amount of \$300,000.00 and the Settlement Shares to be paid to the Participating Class Members under the Settlement are fair and reasonable. The Court hereby grants final approval to and orders the payment of those amounts be distributed to the Participating Class Members out of the Gross Net Value in accordance with the Agreement. Pursuant to the terms of the Agreement, the Settlement Administrator is directed to make the payments to each Participating Class Member.

7. The Court finds and determines that the Settlement Administration Costs for administrating the Settlement, in the amount of \$_____ are fair and reasonable. The Court hereby grants final approval to and orders that the payment of that amount be paid out of the Gross Fund Value to the Settlement Administrator in accordance with the Agreement.

8. The Court finds and determines that the request by Plaintiff for Incentive Award is fair and reasonable and hereby orders that the requested payment in the amount of \$10,000.00 be paid to Plaintiff out of the Gross Fund Value.

1 9. The Court further finds and determines that the request by Class Counsel for Class
2 Counsel Fee is fair and reasonable and hereby orders that \$100,000.00 (one-third of the Gross
3 Fund Value) be paid to Shakouri Law Firm and Koul Law Firm out of the Gross Fund Value.

4 10. The Court also finds and determines that the request by Class Counsel for Class
5 Counsel Expenses is fair and reasonable and hereby orders that \$_____ be paid to
6 Shakouri Law Firm and Koul Law Firm out of the Gross Fund Value.

7 11. Upon the Effective Date and funding in full of the Gross Fund Value by
8 Defendants, all Participating Class Members who do not timely and validly opt out shall be
9 deemed to have fully and finally released all claims, causes of action, damages, wages, benefits,
10 expenses, penalties, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other
11 form of relief or remedy in law, equity, or whatever kind of nature against all Released Parties
12 that were alleged or that could have been alleged based on the facts asserted in in the operative
13 Complaint that occurred during the Class Period. The release expressly excludes all other claims,
14 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
15 social security, workers' compensation, and claims outside of the Class Period.

16 12. Upon the Effective Date and funding in full of the Gross Fund Value by
17 Defendants, all PAGA Members shall also release all Released Parties from all Released PAGA
18 Claims, irrespective of whether they opted-out of the Settlement and will be bound by this PAGA
19 Release. The Released PAGA Claims are defined as the claims asserted by PAGA Members for
20 alleged violations of the California Labor Code and IWC Wage Order provisions identified in the
21 PAGA Notice sent to the LWDA by Plaintiff and further identified in the operative Complaint
22 that are alleged to have occurred during the PAGA Period.

23 13. Pursuant to the terms of the Agreement, Plaintiff makes additional general releases
24 of Plaintiff's Released Claims as defined in the Agreement.

25 14. As partial consideration for the Incentive Award, Plaintiff's Released Claims shall
26 include all such claims, whether known or unknown, by the releasing party. Thus, even if Plaintiff
27 discovers facts and/or claims in addition to or different from those that they now know or believe
28 to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will

1 remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims,
2 Plaintiff expressly waive and relinquish all of the provisions and all of her rights and benefits
3 under the provisions of section 1542 of the California Civil Code, which reads:

4 **A general release does not extend to claims which the creditor or releasing**
5 **party does not know or suspect to exist in his or her favor at the time of**
6 **executing the release and that, if known by him or her, would have**
7 **materially affected his or her settlement with the debtor or released party.**

8 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
9 under the Settlement or under this Order, including the requirement that Defendants make
10 payment in accordance with the Agreement.

11 16. If, for any reason, the Settlement ultimately does not become Final (as defined by
12 the Settlement), this Final Approval Order will be vacated; the Parties will return to their
13 respective positions in the Actions as those positions existed immediately before the Parties
14 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
15 Court in connection with the Settlement will be deemed an admission of any kind by any of the
16 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
17 the Action or in any other action.

18 17. The Parties entered into the Settlement solely for the purpose of compromising and
19 settling disputed claims. Defendants in no way admit any violation of law or any liability
20 whatsoever to Plaintiffs and the Class, individually or collectively, all such liability being
21 expressly denied by Defendants.

22 18. By means of this Final Approval Order, this Court hereby enters final judgment in
23 this Action.

24 19. Without affecting the finality of this Final Approval Order and Judgment in any
25 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
26 implementation, effectuation and enforcement of this Order and the Settlement under Code of
27 Civil Procedure § 664.6.

28 20. The Parties are hereby ordered to comply with the terms of the Agreement.

1 21. Each side to bear its own costs and attorneys' fees except as provided by the
2 Settlement and this Final Approval Order and Judgment.

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6 DATED: _____

7 HON. GLENDA SANDERS
8 COUNTY OF ORANGE SUPERIOR COURT
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