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16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF ALAMEDA

18 TAMARA RENI, ADRIAN BARNES, SARAH  
19 KENDALL, CHAD LAHUE, JEREMY  
PALMITIER, LISA SANDER, ZABOUR WEST,  
20 and STEVEN ROBINSON, individually, and on  
behalf of others similarly situated,

21 Plaintiffs,

22 vs.

23 REACH MEDICAL HOLDINGS, LLC; REACH  
24 AIR MEDICAL SERVICES, LLC; CALSTAR AIR  
MEDICAL SERVICES LLC; and DOES ONE  
25 through TEN inclusive,

26 Defendants.  
27  
28

Case No. RG 20072101

**CLASS ACTION**

**AGREEMENT FOR SETTLEMENT OF  
CLASS AND PAGA CLAIMS**

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1 This Settlement Agreement is entered into by Plaintiffs Tamara Reni, Adrian Barnes, Sarah  
2 Kendall, Chad Lahue, Jeremy Palmitier, Lisa Sander, Zabour West, Steven Robinson, and Ryan Mason  
3 (“Plaintiffs”), on one hand, and Defendants REACH Medical Holdings, REACH Air Medical Services,  
4 LLC, and CALSTAR Air Medical Services LLC (“REACH” or “Defendants”) on the other  
5 (collectively with Plaintiffs, the “Parties”).

## 6 **SECTION 1: RECITALS**

7 **WHEREAS**, Plaintiffs Tamara Reni, Adrian Barnes, Sarah Kendall, Chad Lahue, Jeremy  
8 Palmitier, Lisa Sander, Zabour West, and Steven Robinson have asserted claims against Defendants on  
9 behalf of all current and former Flight Crewmembers (*i.e.* Flight Nurses, Flight Paramedics, and Pilots)  
10 who worked in California under the California Labor Code, California Industrial Commission Wage  
11 Order 9, and the California Unfair Competition Law, and filed a class action complaint in Alameda  
12 County Superior Court on August 21, 2020 (*Reni v. REACH Medical Holdings, LLC*, Case No.  
13 RG20072101);

14 **WHEREAS**, Plaintiff Ryan Mason filed a complaint in Sacramento County Superior Court  
15 against Defendant REACH Air Medical Services, LLC on September 28, 2021 (*Mason v. REACH Air*  
16 *Medical Services, LLC*, Case No. 34-2021-00308894);

17 **WHEREAS**, the purpose of this Agreement is to settle fully and finally all released claims (as  
18 defined below) that Plaintiffs and Class Members (as defined below) may have against Defendants;

19 **WHEREAS**, Defendants deny that they have committed any wrongdoing;

20 **WHEREAS**, the Parties participated in mediation with experienced mediator Mark Rudy and  
21 pursuant to that mediation subsequently reached an agreement to settle the claims resulting in this  
22 Settlement Agreement (“Agreement”); and,

23 **WHEREAS**, the Parties agree to settle and resolve all claims asserted in the *Reni* and *Mason*  
24 actions pursuant to the terms of this Agreement in order to avoid the burden, expense, risks, and  
25 uncertainty of litigation.

26 **NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth in this  
27 Agreement, as well as the good and valuable consideration provided for herein, and intending to be  
28 legally bound, the Parties agree to a full and complete settlement and release of claims on the

1 following terms and conditions:

2 The Parties agree that the *Reni* action shall be settled and resolved upon entry of a final  
3 approval of the settlement and judgment by the Court granting the Parties' agreement for Defendants  
4 to pay a total of at least fifteen million dollars (\$15,000,000), plus the employer's share of payroll  
5 taxes, and to implement the injunctive relief as provided below, upon the terms and conditions of this  
6 Agreement and for the consideration set forth herein, including but not limited to a release of claims by  
7 Plaintiffs, Class Members, and Aggrieved Employees. The Parties agree that the *Mason* action shall be  
8 voluntarily dismissed with prejudice upon the final approval and final judgment entered in the *Reni*  
9 action, as provided below. This Agreement is contingent upon approval by the Court and dismissal  
10 with prejudice in the *Mason* action and entered into voluntarily by the Parties for settlement purposes.

## 11 **SECTION 2: DEFINITIONS**

12 The following defined terms used in this Settlement Agreement and all exhibits thereto will  
13 have the meanings given them below.

14 1. Action. "Action," "*Reni* Action" or "Lawsuit" means the civil action currently pending  
15 in the Superior Court of the State of California for the County of Alameda, entitled *Tamara Reni, et al.*  
16 *v. REACH Medical Holdings, LLC, et al.*, Case No. RG 20072101.

17 2. Aggrieved Employees. "Aggrieved Employees" means all persons employed as non-  
18 exempt Flight Nurses, Flight Paramedics, or Pilots by REACH Air Medical Services, LLC or  
19 CALSTAR Air Medical Services LLC, or REACH Medical Holdings, LLC, in the state of California  
20 at any time between August 7, 2019 and either 60 days from the date this Agreement is executed by all  
21 Parties or the date of preliminary approval, whichever first occurs.

22 3. Class. "Class," "Class Members," "Settlement Class," or "Settlement Class Members"  
23 means all persons employed as non-exempt Flight Nurses, Flight Paramedics, or Pilots by REACH Air  
24 Medical Services, LLC or CALSTAR Air Medical Services LLC in the state of California at any time  
25 between August 21, 2016 and either 60 days from the date this Agreement is executed by all Parties or  
26 the date of preliminary approval, whichever first occurs, subject to the modification addressed in  
27 Paragraph 56(a).

1           4.     Class Administrator. “Class Administrator” means the third-party entity jointly selected  
2 by the Parties hereto and approved by the Court to establish, maintain and administer the settlement  
3 fund and to provide notice to the Class as well as to perform other duties relating to the administration  
4 of the Settlement (*e.g.*, calculation and payment of settlement awards, submissions to tax authorities,  
5 etc.). The Parties agree that Atticus Administration is an appropriate third party selected to provide  
6 notice to the Class and to perform other duties of administration as provided in this Agreement.

7           5.     Class Administrator Declaration. “Class Administrator Declaration” means  
8 declaration(s) attesting to the steps taken by the Class Administrator through the date of such  
9 declaration in performing the Class Administration Duties, that the procedures contemplated below are  
10 complete, and that the Class Administrator has all information needed to perform any remaining Class  
11 Administration Duties. This includes a declaration that shall be filed with the Court as part of the Final  
12 Approval Motion that describes the Class Administrator’s performance of its duties under the  
13 Settlement Agreement and the Settlement Class Members’ responses to Class Notice as detailed below,  
14 as well as a declaration with an accounting of how the settlement funds have been distributed and  
15 whether there are any unresolved issues, if required by the Court following the distribution process.

16           6.     Class Administration Costs. “Class Administration Costs” means the fees and expenses  
17 reasonably and necessarily incurred by the Class Administrator as a result of performing the Class  
18 Administration Duties. Class Administration Costs include, but are not limited to, reasonable fees and  
19 expenses incurred by the Claims Administrator for: (1) preparation and mailing of the Settlement  
20 Notice and Forms, and maintenance of a settlement website and toll-free number; (2) receipt and  
21 adjudication of Forms submitted by Class Members for payment under this Settlement; (3)  
22 establishment and maintenance of the “Qualified Settlement Fund,” defined *infra*; (4) compliance with  
23 all tax reporting and payment obligations; (5) preparing, filing, and issuing any required tax forms  
24 related to payments made from the Qualified Settlement Fund; (6) calculation and distribution of  
25 settlement payments to Settlement Class Members; and (7) performance of any other actions specified  
26 in this Agreement or mutually requested by the Parties in writing. Class Administration Costs up to  
27 \$30,000 shall be paid from the Gross Settlement Amount.

1           7.     Class Counsel. “Class Counsel” or “Plaintiffs’ Counsel” means Laura L. Ho, Andrew  
2 P. Lee, Raymond Wendell, Ginger L. Grimes, and Stephanie Tilden of Goldstein, Borgen, Dardarian &  
3 Ho. “Plaintiff Mason’s Counsel” refers to Class Counsel as well as Larry W. Lee and Max W. Gavron  
4 of Diversity Law Group, P.C. and Kelsey A. Webber and Shaelyn A. Stewart of Webber Law Group.

5           8.     Class List. “Class List” means a list of all Class Members, including their names, last  
6 known addresses, social security numbers, and to the extent available last known telephone numbers  
7 and personal email addresses, number of Work Weeks worked by year during the Class Period, and job  
8 position (*i.e.* Flight Paramedic, Flight Nurse, or Pilot), as explained in further detail in Paragraph 40.

9           9.     Class Member Award. “Class Member Award” means the portion of the Net Settlement  
10 Fund that will be due and payable to each Eligible Class Member, as defined below, subject to legally  
11 required withholdings, deductions, and contributions.

12          10.    Class Notice. “Class Notice” means a Notice of Class and Representative Action  
13 Settlement, which will be issued to Class Members, substantially in the form indicated in Exhibit “A”  
14 hereto, and distributed by the Class Administrator.

15          11.    Class Period. Subject to Paragraph 56(a), “Class Period” means the time period from  
16 August 21, 2016 through either 60 days from the date this Agreement is executed by all Parties or the  
17 date of preliminary approval, whichever first occurs. It is the period to which the Release of Claims  
18 applies.

19          12.    Class Position. “Class Position” means non-exempt Flight Nurses, Flight Paramedics,  
20 or Pilots. “Flight Crewmember” refers to an individual employed in a Class Position. A “Medical  
21 Crewmember” refers to an individual employed as a Flight Nurse or Flight Paramedic.

22          13.    Court. “Court” refers to the Superior Court of the State of California in for the County  
23 of Alameda, which shall retain jurisdiction to enforce this Agreement.

24          14.    Date of Preliminary Approval. “Date of Preliminary Approval” means the day on  
25 which the Court enters an Order granting Preliminary Approval.

26          15.    Defendants. “Defendants” or “REACH” means REACH Medical Holdings, LLC,  
27 REACH Air Medical Services, LLC, and CALSTAR Air Medical Services LLC.

1           16.     Defendants' Counsel. "Defendant's Counsel," means Amanda C. Sommerfeld, Kelsey  
2 Israel-Trummel, Aileen H. Kim, and Donna C. Saadati-Soto of Jones Day.

3           17.     Effective Date. "Effective Date" means the date at which all of the following have  
4 occurred:

5                   a.     Entry by the Court of an order granting Final Approval of the Settlement and  
6 entry of an order dismissing the *Mason* action with prejudice; and

7                   b.     If:

8                           i.     no Class Member Objections are made or all Class Member Objections  
9                                 made are withdrawn, the later of the date the Court enters its order granting  
10                                Final Approval of the settlement or all Class Member Objections are  
11                                withdrawn;

12                          ii.    any Class Member Objection is made and is not withdrawn in writing but  
13                                 the Objector does not appeal or seek writ of the Final Approval or  
14                                 Judgment, the sixty-first (61st) day after entry of the Judgment;

15                          iii.   rehearing, reconsideration and/or appellate review of such Final Judgment  
16                                 by a Class Member Objector is sought, the day after any and all avenues of  
17                                 rehearing, reconsideration and appellate review have been exhausted and no  
18                                 further rehearing, reconsideration or appellate review is permitted, and the  
19                                 time for seeking such review has expired, and the Final Judgment has not  
20                                 been modified, amended or reversed in any way; or

21                          iv.   a Class Member Objector appeals from any ruling by the Court overruling  
22                                 such objection in whole or in part, the earlier of the date when the Court's  
23                                 order of Final Approval and Final Judgment have been affirmed on appeal  
24                                 or the date when the Class Member Objector withdraws their Class Member  
25                                 Objection.

26           18.     Eligible Class Member. "Eligible Class Member" means a Class Member who has not  
27 submitted a proper Opt-Out request as provided herein.

1           19.     Final Approval Order. “Final Approval Order” means an order of the Court finally  
2 approving this Settlement pursuant to Rule 3.769 of the California Rules of Court.

3           20.     Final Approval Hearing. “Final Approval Hearing” means the hearing on a motion for  
4 Final Approval, scheduled and conducted pursuant to Rule 3.769 of the California Rules of Court.

5           21.     Final Judgment. “Final Judgment” or “Judgment” means the judgment entered based  
6 on the Final Approval Order.

7           22.     Gross Settlement Fund or Gross Settlement Amount. “Gross Settlement Fund” or  
8 “Gross Settlement Amount” means Defendants’ required payment of no less than fifteen million  
9 dollars (\$15,000,000.00) that constitutes the amount to be paid by Defendants for the consideration  
10 provided to it under this Agreement except as otherwise set forth in this Settlement Agreement. The  
11 Gross Settlement Fund includes all settlement payments to Eligible Class Members, Class  
12 Administration Costs, Class Counsel and Plaintiff Mason’s Counsel’s fees and costs/expenses, Service  
13 Payments to the Named Plaintiffs, and the PAGA Fund. The Gross Settlement Amount also includes,  
14 in addition to the fifteen million dollars (\$15,000,000), any amount that Defendant must pay for  
15 distribution to Eligible Class Members if the number of Work Weeks through the end of the Class  
16 Period increases by more than 10% of the number of Work Weeks identified in the data provided to  
17 Class Counsel for mediation (identifying approximately 110,000 Work Weeks). If there is a 10%  
18 increase in the number of Work Weeks encompassed by the Settlement Class during the Class Period  
19 as compared to the data exchanged before mediation, the Gross Settlement Amount will increase by  
20 1% for every 1% increase in Work Weeks over the 10% threshold. The Gross Settlement Amount  
21 does not include Defendants’ share of payroll taxes, which Defendants will pay separately. The Gross  
22 Settlement Amount also does not include any payments made by Defendants to Eligible Class  
23 Members for Work Weeks after the Class Period and before the injunctive relief is fully implemented  
24 pursuant to the injunctive relief provision in paragraph 56.

25           23.     Net Settlement Fund. “Net Settlement Fund” means the Gross Settlement Amount less  
26 (a) Class Administration Costs, (b) Class Counsel’s and Plaintiff Mason’s Counsel’s approved fees and  
27 costs (d) Court-approved Service Payments, and (e) the PAGA Fund.

28           24.     Opt-Out(s). “Opt-Out(s)” means Class Members who submit an Opt-Out Request.

1           25.    Opt-Out Request. “Opt-Out Request” means a timely and valid written request for  
2 exclusion from the Settlement by a Class Member, pursuant to the provisions of Paragraph 44(b)  
3 below.

4           26.    PAGA Award. “PAGA Award” shall mean each Aggrieved Employee’s share of the  
5 portion of the PAGA Fund to be paid to Aggrieved Employees based on the number of Work Weeks  
6 and status as a Pilot, Flight Nurse, or Flight Paramedic between August 7, 2019 through either 60 days  
7 from the date this Agreement is executed by all Parties or the date of preliminary approval, whichever  
8 first occurs, subject to Paragraph 56(a).

9           27.    PAGA Fund. “PAGA Fund” means \$500,000 of the Gross Settlement Amount  
10 allocated to civil penalties for the California Private Attorney General Act claim, Cal. Lab. Code §§  
11 2698 *et seq.* Of the total PAGA Fund, 75% (or \$375,000) shall be paid to the California Labor and  
12 Workforce Development Agency. The remaining 25% (or \$125,000) shall be paid to eligible  
13 Aggrieved Employees as their PAGA Award.

14           28.    PAGA Period. Subject to Paragraph 56(a), “PAGA Period” means the time period from  
15 August 7, 2019 through either 60 days from the date this Agreement is executed by all Parties or the  
16 date of preliminary approval, whichever first occurs.

17           29.    Plaintiffs. “Plaintiffs” means Tamara Reni, Adrian Barnes, Sarah Kendall, Chad Lahue,  
18 Jeremy Palmitier, Lisa Sander, Zabour West, Steven Robinson, and Ryan Mason.

19           30.    Preliminary Approval/Preliminary Approval Order. “Preliminary Approval” and  
20 “Preliminary Approval Order” means an order of the Court preliminarily approving this Settlement  
21 pursuant to Rule 3.769 of the California Rules of Court, granting conditional Class Certification for  
22 settlement purposes, approving the form of Class Notice, and scheduling a Final Approval Hearing.

23           31.    Qualified Settlement Fund. “Qualified Settlement Fund” means the Qualified  
24 Settlement Fund established by the Class Administrator into which all payments by Defendant shall be  
25 deposited and from which all payments provided in this Settlement shall be made, including Class  
26 Administration Costs, the PAGA Fund, Eligible Class Member Awards, payments to Class Counsel  
27 and Plaintiff Mason’s Counsel for attorneys’ fees and costs, and Service Payments.

1           32.     Released Claims. “Released Claims” means Released California Claims and Released  
2     PAGA Claims.

3           33.     Released California Claims. “Released California Claims” means any and all claims,  
4     rights, demands, liabilities, and causes of action of any kind, whether known or unknown including  
5     any violation of common law, California law, local law, and/or federal law which was or could have  
6     been raised in the Action based on the facts alleged in the complaints, including but not limited to  
7     claims based on California Labor Code sections 201, 202, 203, 204-204b, 210, 221, 222, 223, 225.5,  
8     226, 226.2, 226.3, 226.7, 256, 510, 512, 551, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and  
9     1198 California Code of Regulations, Title 8 Sections 11000 and 11090, the applicable Industrial  
10    Welfare Commission (IWC) Wage Orders, Business & Professions Code sections 17200 *et seq.*, and  
11    any related damages, penalties, restitution, equitable relief, disgorgement, interest or attorneys’ fees  
12    that arose on or before the end of the Class Period, subject to the modification in Paragraph 56(a).

13          34.     Released PAGA Claims. “Released PAGA Claims” means any claims relating to civil  
14    penalties under the California Private Attorneys General Act, California Labor Code section 2698 *et*  
15    *seq.* for violations listed and based on the facts alleged in Plaintiffs’ August 7, 2020, August 21, 2020,  
16    April 13, 2021 and September 3, 2021 letters to the California Labor & Workforce Development  
17    Agency, including violations of California Labor Code sections, 201, 202, 203, 204-204b, 210, 221,  
18    222, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1714, 1714.5, 1182.12, 1194,  
19    1194.2, 1197, 1197.1, 1198, that accrued during the Aggrieved Employees’ employment on or after  
20    August 7, 2019 through either 60 days from the date this Agreement is executed by all Parties or the  
21    date of preliminary approval, whichever first occurs, subject to the modification in Paragraph 56(a).

22          35.     Released Parties. “Released Parties” means Defendants Reach Medical Holdings, LLC,  
23    Reach Air Medical Services, LLC, and Calstar Air Medical Services LLC, and its former and present  
24    employees, directors, shareholders, officers, owners, attorneys, agents, insurers, successors, assigns,  
25    parents, subsidiaries, affiliates, or legal representatives and any individual or entity which could be  
26    jointly liable with Defendants and all persons or entities acting by, through, under, or in concert with  
27    any of them.

1           36.    Service Payment. “Service Payment” means the amount approved by the Court to be  
2 paid to each Plaintiff for their time and effort as well as the burdens and risk they undertook in coming  
3 forth as a class representative.

4           37.    Work Weeks: A “Work Week” is any week in which REACH’s records show that hours  
5 worked are present in either its timekeeping or payroll data.

6                           **SECTION 3: TERMS AND CONDITIONS OF SETTLEMENT**

7           In addition to the definitional elements set forth above, the terms and conditions of the class  
8 settlement shall be as follows:

9           38.    Stipulation to Amend Reni Complaint and Dismiss Mason Case. Following the  
10 execution of the long form Agreement, the Parties shall stipulate to stay the *Mason* action until  
11 settlement in *Reni* is finally approved or dismissed. As part of the settlement, Class Counsel will file  
12 an amended complaint adding Ryan Mason to the *Reni* Action and conforming the complaint to the  
13 scope of this Agreement (the “Third Amended Complaint”). Defendants shall have no obligation to  
14 Answer. After the settlement is preliminarily approved, the amended complaint will be filed. Class  
15 Counsel will file a dismissal with prejudice in the *Mason* case once any of the events listed in  
16 paragraph 17(b) have occurred.

17           39.    Preliminary Approval. Within 30 days of the execution of this Agreement, Class  
18 Counsel shall move the Court for Preliminary Approval. The proposed Preliminary Approval Order  
19 will ask the Court to: grant preliminary approval of this Agreement as fair, reasonable, and adequate;  
20 conditionally certify the Class pursuant to this Agreement for settlement purposes only; appoint Class  
21 Counsel for settlement purposes only; appoint Named Plaintiffs as Class Representatives; approve  
22 Atticus Administration as the Class Administrator; set the date and time for a Final Approval Hearing;  
23 and approve the form and issuance of the Notice and direct distribution of the same. Plaintiffs shall  
24 provide Counsel for Defendants with a draft of the preliminary approval motion and supporting papers  
25 (including a proposed preliminary approval order) for review and an opportunity to provide comments  
26 at least 5 business days prior to the filing of the motion for preliminary approval. The proposed  
27 preliminary approval order shall be provided to the Court in a form and content mutually agreed to by  
28 the Parties.

1           40.     Class Administration Procedures - Class List and Other Class Information. Within  
2 twenty-one (21) calendar days of entry of Preliminary Approval, Defendant shall cause to be delivered  
3 by email or otherwise to the Class Administrator an Excel spreadsheet of the Class Members that  
4 includes their (a) names, (b) last known home address(es), (c) full social security numbers, (d) last  
5 known personal phone numbers, (e) last known personal emails (if known), (f) number of Work Weeks  
6 (*i.e.* Flight Paramedic, Flight Nurse, or Pilot) by calendar year for the Class Period, and (g) job position  
7 (*i.e.* Flight Paramedic, Flight Nurse, or Pilot). At the same time, Defendant shall provide Class  
8 Counsel the same information as that contained in (a), (f)-(g). The Class Administrator and Class  
9 Counsel shall keep the Class List and any other information regarding Class Members obtained  
10 through this Settlement confidential, and shall use and disclose such information only for purposes of  
11 this Settlement and for no other purpose.

12           41.     Posting of Important Case Documents on Class Administrator's Website: Within seven  
13 (7) calendar days of entry of the Preliminary Approval Order, the Class Administrator shall create a  
14 website and post important case documents that shall include the following: a) the Class Notice as  
15 approved by the Court, b) the Third Amended Complaint, c) all papers filed in conjunction with the  
16 preliminary approval motion, d) the Settlement Agreement (separate from the preliminary approval  
17 papers), and e) the Preliminary Approval Order. The website will also have a phone number and email  
18 address through which Class Members can contact the Class Administrator with questions. When the  
19 posting is completed, the Class Administrator shall notify Class Counsel and Defendants' Attorneys  
20 that the posting is complete.

21           42.     Class Administration Procedures - Notice to Class. Within twenty-eight (28) calendar  
22 days after delivery of the Class List and other Class information, the Class Administrator will mail a  
23 Notice Packet to each Class Member via United States Mail and/or in accordance with Preliminary  
24 Approval Order. Each Class Member's respective Class Notice will include a) the Class Member's  
25 total number of workweeks or work weeks during the Class Period, b) the Class Member's dates of  
26 employment in a Class Position within the Class Period and the number of Work Weeks within the  
27 Class Period, and c) an estimated Eligible Class Member Award amount based upon the assumption  
28

1 that all Class Members will become Eligible Class Members and that no Class Member Objections,  
2 Opt-Out Requests, or other disputes will be submitted, and no Class Members will be added to the  
3 Class after the date the Agreement is executed. Prior to mailing the Notice Packet, the Class  
4 Administrator will check the addresses provided by Defendant against the United States Postal Service  
5 National Change of Address database. The Class Administrator in its judgment may use contact  
6 information that Class Counsel provides. If any mailed Notice Packets are returned as undeliverable,  
7 then the Class Administrator shall promptly perform one “skip trace” or similar, customary reasonable  
8 search and shall promptly re-mail the same Notice Packet (or a true and correct copy thereof) to any  
9 new addresses disclosed by such search. In the event that any Class Notice is returned as undeliverable  
10 a second time, no further efforts shall be required. In addition, the Class Administrator shall promptly  
11 mail a Notice Packet to any further address that either Party may provide in response to the Class  
12 Administrator’s written notice that a Class Member’s Notice Packet was returned undeliverable. If the  
13 process set forth in this paragraph and any other procedures ordered by the Court are followed, the  
14 Class Notice will be deemed to be adequately provided to all Class Members. In the event the  
15 procedures in the Agreement are followed and a Class Member, nonetheless, does not receive the  
16 Notice Packet, the intended recipient shall remain a Class Member and will be deemed an Eligible  
17 Class Member unless such intended recipient submits a Class Member Opt-Out Request within the  
18 allotted time, described in paragraph 44(b) below.

19  
20 43. The Parties agree that they will not distribute any documents, notices or other written  
21 information regarding the Litigation or the Settlement to Class Members other than documents, notices  
22 or other written information approved by the Court. This does not prevent Class Counsel from  
23 communicating with Settlement Class Members individually. Nor does it prevent Defendants or their  
24 Counsel from communicating with Defendants’ management personnel, even if those management  
25 personnel are also Class Members, as long as the management personnel are not in a Class Position at  
26 the time of the communication.

27 44. Class Administration Procedures - Class Member Objections, Opt-Out Requests, and  
28 Disputes Concerning Class Member Status.

1           a.       *Class Member Objections:* A Class Member who submits an Opt-Out Request  
2 shall not be entitled to object to the settlement and their submission of an objection shall be deemed  
3 null and void and of no effect. Otherwise, any member of the Settlement Class who wishes to make a  
4 Class Member Objection may object in writing. No group or representative objections are allowed or  
5 accepted. To object in writing, a Class Member must submit by mail to the Class Administrator no  
6 later than forty-five (45) calendar days after the Class Administrator's mailing of the Class Notice or  
7 fifteen (15) calendar days after a re-mailing of Notice, whichever is later, a signed, original document,  
8 entitled "Class Member Objection." There shall be no requirement as to the content of such Class  
9 Member Objections, other than as may be established by the California Rules of Court, the California  
10 Code of Civil Procedure, orders of the Court, or other applicable law. The date of the postmark on  
11 such mailing shall be deemed to be the date of such mailing or, in the absence thereof, three days  
12 before it is received by the Class Administrator. To be effective and deemed a Class Member  
13 Objection, a written objection must comply with all these requirements; otherwise it shall be deemed  
14 null and void and not constitute a Class Member Objection. If the Court requires it, a Class Member  
15 may also object orally at the Final Approval Hearing by appearing in person or by telephone. Class  
16 Members may so object either on their own or through an attorney hired at their own expense. Class  
17 Members who intend to appear and be heard at the Final Approval Hearing shall be required to state  
18 their full name, specific reason(s) for the objection, and if applicable, present any and all evidence in  
19 connection with their objections.

20           b.       *Opt-Out Requests:* Any member of the Settlement Class who wishes to make an  
21 Opt-Out Request must, within forty-five (45) calendar days of the Class Administrator's mailing of the  
22 Class Notice, or fifteen (15) calendar days after a re-mailing of Notice, whichever is later, must send  
23 by certified mail a document to the Class Administrator bearing the signature of such Settlement Class  
24 Member with words to the effect of: "I WISH TO BE EXCLUDED FROM THE SETTLEMENT  
25 CLASS. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT  
26 CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."  
27 To be effective and qualify as an Opt-Out Request, the Opt-Out Request must include the last four  
28 digits of the Class Member's social security number, as well as their current address, phone number,

1 and email. On receipt, the Class Administrator shall forthwith send to Defendants' Counsel and Class  
2 Counsel copies of anything received that purports to be an Opt-Out Request. No group or  
3 representative opt outs are allowed or accepted. The Class Administrator will notify the Class Member  
4 in writing of any deficiencies in their Opt-Out Request, and Class Members will be permitted no more  
5 than fifteen (15) calendar days from the mailing of the deficiency letter to cure all deficiencies in  
6 writing. The Class Administrator shall make a determination as to the validity of the disputed Opt-Out  
7 Requests. The Class Administrator's decisions in such regard shall be final and binding. The Class  
8 Administrator shall provide notice to Defendants' Counsel and Class Counsel as of the deadline to  
9 submit Opt-Out Requests whether the number of Class Members who elected to opt out of the  
10 Settlement as of the deadline to submit Opt-Out Requests and whose Opt-Out Requests survived any  
11 challenge exceeds three (3) percent of the total Class. If the number of such Class Members equals or  
12 exceeds three (3) percent of the total Class, then Defendants shall have the exclusive and absolute right  
13 (but not the obligation) to nullify this Agreement upon written notice filed with the Court and served  
14 on Class Counsel and the Class Administrator within fourteen (14) calendar days of written notice that  
15 three (3) percent or more of the Class Members have timely submitted valid Opt-Out Requests. If  
16 Defendants exercise their option to nullify the Agreement, Defendants will be responsible for paying  
17 actual costs of the Class Administrator. The Parties agree they will not encourage any individual to opt  
18 out or object to the Settlement, and will use their best efforts to facilitate full participation in the  
19 Settlement. Plaintiffs' counsel represent that they believe that the benefits that have been negotiated in  
20 this Agreement are in each putative class member's best interests, and will so represent to the court.  
21 Opting out of the Settlement does not opt the individual out of the PAGA payment or release.

22 c. *Disputes Concerning Class Member Status:* Should any person who does not  
23 receive a Class Notice directed to them wish to come forward purporting to be a Class Member, such  
24 person shall notify the Class Administrator and provide any documentary support they wish to have  
25 considered within forty-five (45) calendar days of the Class Administrator's mailing of the Class  
26 Notice. The Class Administrator shall forthwith send any such documents to Class Counsel and  
27 Defendants' Counsel. Upon receipt of such notice, Defendants shall investigate the matter, including  
28 with reference to its business records, and shall determine whether the person is a Class Member.

1 Then, within seven (7) calendar days of receipt of such notice, Defendants shall notify the Class  
2 Administrator and Class Counsel as to the results of the investigation into the person's status as a Class  
3 Member and include reasonably available documentary support for its position. In the event that the  
4 Class Member does not provide any documentation to support their inclusion in the Class, Defendants'  
5 determination shall control. In the event that the Class Member does provide supportive  
6 documentation, Defendants shall either notify the Class Administrator and Class Counsel that it  
7 stipulates to the Class Member's assertion(s), or shall notify them that it disputes such assertion(s) with  
8 its proposed determination, the factual basis therefor, and any supporting documentation. The Class  
9 Administrator shall determine the dispute, which determination shall control, and shall provide the  
10 disputing Class Member, Defendants' Counsel, and Class Counsel with written notice of its decision.  
11 If the person is determined to be a Class Member, the Class Administrator shall mail that person a  
12 Notice Packet, whereupon the same procedures for submitting Class Member Objections and Opt-Out  
13 Requests set forth in this Agreement shall apply to such person.

14 d. *Disputes Concerning Class Member Work Weeks or Job Position.* If a Class  
15 Member disagrees with the information stated in their Class Notice concerning their dates of  
16 employment, total number of Work Weeks in the Class Period, or job position, such Class Member  
17 shall send to the Class Administrator, within forty-five (45) calendar days of the Class Administrator's  
18 mailing of such Class Notice or fifteen (15) calendar days after a re-mailing of Notice, whichever is  
19 later, a written notice setting forth the Class Member's basis for such disagreement, including any and  
20 all documents supporting such basis. Upon receipt of such notices, the Class Administrator shall send  
21 it to Class Counsel and Defendants' Counsel. Defendants shall investigate the matter, including by  
22 examining its business records, and shall, within fourteen (14) calendar days of receiving notice,  
23 advise Class Counsel and the Class Administrator as to its determination regarding the Class Member.  
24 Defendants shall include with its response copies of documents relating to the dispute. In the event  
25 that the Class Member does not provide any supportive documentation, Defendants' determination  
26 shall control. In the event that the Class Member does provide supportive documentation, Defendants  
27 shall, within the same fourteen (14) day period, either notify the Class Administrator and Class  
28 Counsel that it stipulates to the Class Member's assertion(s), or shall notify them that it disputes such

1 assertion(s), and shall provide the Class Administrator and Class Counsel with its proposed  
2 determination, the factual basis therefor, and any supporting documentation. The Class Administrator  
3 shall determine the dispute, which determination shall control, and shall provide the disputing Class  
4 Member, Defendants' Counsel, and Class Counsel with written notice of its decision.

5 e. Named Plaintiffs agree that they will not submit Class Member Opt-Out  
6 Requests or Objections on their own behalf. The Parties hereto and Counsel further agree that they  
7 will not encourage, incite or recommend that any Class Member object or opt out of the settlement.

8 45. Class Administration Procedures - Class Administrator Declaration. The Class  
9 Administrator shall provide the Parties with the Class Administrator Declaration confirming the extent  
10 of the Class Administrator's performance of its Class Administration duties described herein and the  
11 responses received to the Class Notices prior to Class Counsel's filing of the Motion for Final  
12 Approval. The Class Administrator shall include in the declaration evidence supporting its requested  
13 award for Class Administrative Costs, including those not yet performed. The declaration shall also  
14 include the Class Administrator's calculation of the estimated Gross Settlement Fund if it exceeds  
15 Fifteen Million Dollars (\$15 million) pursuant to the escalator clause in Paragraph 22 or the Additional  
16 Settlement Payment provision in Paragraph 56. Additionally, if the Court requires a post-distribution  
17 accounting and/or compliance hearing, the Class Administrator shall provide a Class Administrator  
18 Declaration with an accounting of how the settlement funds have been distributed and whether any  
19 unresolved issues exist at the time of the declaration. Any costs associated with these declaration(s)  
20 shall fall within the definition of Class Administration Costs set forth above.

21 46. Calculation of Preliminary and Final Class Member Awards. The Class Administrator  
22 shall provide Class Counsel and Defendants' Attorneys with its calculation of estimated Class Member  
23 Awards to be used for purposes of sending out Notice subsequent to Preliminary Approval and final  
24 Eligible Class Member awards and Settlement Points (discussed in Paragraph 50(f) below) after Final  
25 Approval with sufficient time for Class Counsel and Defendants' Attorneys to check the calculations  
26 prior to the issuance of Notice and Class Member Award checks.

27 47. Motion for Final Approval. According to the schedule the Court sets, Class Counsel  
28 shall file and serve upon Defendants a motion for Final Approval. Plaintiffs shall provide a draft of the

1 motion for final settlement approval and supporting papers (including a proposed final approval order  
2 and proposed judgment) for review and an opportunity to provide comments to Defendants' Counsel at  
3 least 5 business days prior to the filing deadline for the motion.

4 48. Settlement Class Release. As of the Effective Date of this Agreement, Plaintiffs and  
5 each of the Participating Class Members on behalf of themselves, their heirs, spouses, executors,  
6 administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a  
7 controlling ownership interest, shall waive, fully release and forever discharge the Released Parties  
8 from the Released Claims. These releases will be effective only after Final Approval has been granted  
9 and after Defendants have fulfilled all of their duties under the Settlement, including implementation  
10 of all provisions of the Injunctive Relief clause in paragraph 55 below. All Aggrieved Employees  
11 release their Released PAGA Claims regardless of whether they otherwise opt-out of the Agreement  
12 and will receive a PAGA Award.

13 49. Mutual General Release by Parties Hereto. As of the Effective Date of this Agreement,  
14 Defendants, shall fully and finally release Named Plaintiffs from all claims, demands, rights, liabilities  
15 and causes of action of every nature and description whatsoever, known or unknown, asserted or that  
16 might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule  
17 or regulation arising out of, relating to, or in connection with any act or omission, committed or  
18 omitted through the date each Plaintiff executed this Agreement, except as limited herein. Upon the  
19 Effective Date of this Settlement and Defendants' full performance of this Settlement and in  
20 consideration for and dependent upon their receipt of a Service Payment, Named Plaintiffs shall  
21 release Defendants and their parents, directors, and owners from all claims, demands, rights liability,  
22 and causes of action of every nature and descriptions whatsoever known or unknown, asserted or that  
23 might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule  
24 or regulation arising out of, relating to, or in connection with any act or omission, committed or  
25 omitted through the date each Plaintiff executed this Agreement. Upon the Effective Date of this  
26 Settlement and Defendant's performance of this Settlement, Named Plaintiffs shall release Defendants'  
27 current and former employees from all claims, demands, rights liability, and causes of action of every  
28 nature and descriptions whatsoever known or unknown, asserted or that might have been asserted,

whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission, committed or omitted, related to Named Plaintiffs' employment with Defendant, except as limited herein. This additional release includes all known and unknown claims, but excludes any claim that cannot be released as a matter of law (*e.g.* claims for workers' compensation benefits). As to the general release set forth in this paragraph, Defendants and Named Plaintiffs acknowledge that they have had the opportunity to review and have reviewed California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT 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.

Being fully informed of this provision of the California Civil Code and understanding its provisions, Defendants and Named Plaintiffs agree to waive any rights under Section 1542, and acknowledge that this Agreement and the release contained herein extends to all claims that they have or might have against the persons and entities released, including those which are presently unknown to them.

50. Allocation of Gross Settlement Amount Among LWDA, Eligible Class Members, Class Counsel, and Named Plaintiffs. The Settlement is non-reversionary, and not on a "claims made" basis. No portion of the Gross Settlement Amount shall revert to, or become due and payable to, Defendants. The following is proposed as the allocation of the Gross Settlement Amount for the Court's approval. This allocation does not include the payments for Work Weeks after the Class Period and before Defendants have fully implemented the injunctive relief provisions in Paragraphs 55 and 56.

a. Five-hundred thousand dollars (\$500,000) is allocated to the PAGA Fund for PAGA penalties, 75% of which (or \$375,000) will be paid to the State of California (through the LWDA), and 25% of which (or \$125,000) will be paid to Aggrieved Employees (the PAGA Award); the PAGA Fund will increase in the amount of 3.33% of any increase due to the escalator clause in Paragraph 22. PAGA Awards shall be calculated by multiplying the total number of Work Weeks during the PAGA Period, by a factor according to the job positions: Medical Crewmembers shall have a multiplier of 5.0 and Pilots shall have a multiplier of 1.0. PAGA Awards will be based on each

1 Aggrieved Employee's PAGA Award Points in relation to the total Aggrieved Employees PAGA  
2 Settlement Points.

3           b.       Up to one hundred and twenty thousand dollars (\$120,000) is allocated to  
4 payments to the Named Plaintiffs as Service Payments and as consideration for the mutual general  
5 releases with Defendants, to be further allocated as follows: (a) fifteen thousand dollars (\$15,000) to  
6 each Named Plaintiff who was deposed (Plaintiffs Tamara Reni, Sarah Kendall, Lisa Sander, Chad  
7 Lahue, Adrian Barnes, and Jeremy Palmitier); and (b) ten thousand dollars (\$10,000) to each Named  
8 Plaintiffs who was not deposed (Plaintiffs Zabour West, Steve Robinson, and Ryan Mason). These  
9 amounts are in addition to such persons' payments as Class Members and shall be reported as 1099  
10 income.

11           c.       Class Administration Costs of up to \$30,000.

12           d.       Reimbursement of out-of-pocket litigation costs and expenses, estimated at  
13 \$60,000.

14           e.       Attorney fees up to one-third of the Gross Settlement Amount (at least five  
15 million dollars (\$5,000,000)).

16           f.       The Net Settlement Fund from which Eligible Class Members will receive their  
17 Class Member Award. Each such Eligible Class Member shall be assigned "Settlement Points" based  
18 on the number of Work Weeks worked during the Class Period, weighted by year and job position as  
19 described below. Class Member Awards will be based on each Eligible Class Member's Settlement  
20 Points in relation to the total Eligible Class Member Settlement Points.

21           i.       Annual Interest Factor: Total number of Work Weeks worked during the  
22 Class Period will be weighted by calendar years by multiplying the number  
23 of Work Weeks by the following multipliers: 1.0 (2023), 1.1 (2022), 1.2  
24 (2021), 1.3 (2020), 1.4 (2019), 1.5 (2018), 1.6 (2017), 1.7 (2016).

25           ii.      Job Position Factor: After accounting for the number of Work Weeks by  
26 year, each Eligible Class Member's Settlement Points shall be multiplied  
27 according to their job positions: Medical Crewmembers shall have a  
28 multiplier of 5.0 and Pilots shall have a multiplier of 1.0.

1           51.     Taxation and Withholding; Uncashed Settlement Checks.

2           a.       *Allocation.* The Parties agree that 50% of each Class Member Award shall be  
3 allocated to Form W-2 wages, and 50% to penalties, interest, and other non-wages subject to Form  
4 1099 reporting. Each PAGA Award shall be treated as 100% penalties subject to Form 1099 reporting.  
5 The Class Administrator will calculate from the Net Settlement Fund each Eligible Class Member's  
6 share of the settlement, employee taxes, deductions, contributions and other amounts required to be  
7 paid to government agencies and/or tax authorities, which amounts then shall be paid by the Class  
8 Administrator from the Qualified Settlement Fund. Defendants are responsible for payment of all  
9 employer payroll taxes (including but not limited to payroll taxes) and its own share of withholdings,  
10 fees, deductions, contributions and other amounts to be paid to government agencies and/or tax  
11 authorities. The Class Administrator shall also advise Defendants as to the amounts that Defendants  
12 are required to remit in terms of employer payroll taxes and its own shares of other taxes, deductions,  
13 fees, contributions and other amounts required to be paid to government agencies and/or tax  
14 authorities. The Class Administrator shall provide, as appropriate, an IRS Form W-2 and Form 1099,  
15 and any other tax documentation required by law, to each Eligible Class Member, Named Plaintiffs,  
16 Class Counsel, and Plaintiff Mason's Counsel.

17           b.       The Claims Administrator shall be solely responsible for complying with the  
18 reporting and any payment obligations imposed by federal, state, and local tax agencies, and preparing,  
19 filing, and issuing any required tax forms related to payments under this Settlement.

20           c.       *Circular 230 Disclaimer.* Each of the Parties hereto acknowledges and agrees  
21 that (1) no provision of this Agreement, and no written communication or disclosure between or  
22 among the Parties hereto or their counsel and other advisers is or was intended to be, nor shall any such  
23 communication or disclosure constitute or be construed or be relied upon as, tax advice within the  
24 meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party hereto  
25 (a) has relied exclusively upon their own independent legal and tax advisors for advice in connection  
26 with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any  
27 other Party hereto or any Counsel or advisor to any other Party hereto, and (c) is not entitled to rely  
28 upon any communication or disclosure by any other Counsel or advisor to any other Party hereto to

1 avoid any tax penalty that may be imposed on that Party hereto; and (3) no attorney or advisor to any  
2 other Party hereto has imposed any limitation that protects the confidentiality of any such attorney's or  
3 advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the  
4 Party hereto of the tax treatment or tax structure of any transaction, including any transaction  
5 contemplated by this Agreement. Neither Class Counsel nor Defendants or their Counsel are  
6 responsible for providing tax or financial advice, and Class Members are advised to seek independent  
7 professional advice as to the tax or financial consequences of any payment they receive, or may  
8 receive, as Class Members.

9 d. *No Effect on Employee Benefits.* The Eligible Class Member Awards shall be  
10 deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or  
11 calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the  
12 Eligible Class Members. The Parties hereto agree that any monetary settlement payments to such  
13 Eligible Class Members do not represent any modification of their previously credited hours of service  
14 or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan  
15 sponsored by the Released Parties. Any amounts paid pursuant to this Agreement, shall not be  
16 considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual  
17 within, an employee pension benefit plan or employee welfare benefit plan sponsored by the Released  
18 Parties.

19 e. *Check Expiration and Refunds.* The expiration date of any instruments of  
20 payment (such as checks) issued by the Class Administrator to Eligible Class Members will be one  
21 hundred eighty (180) calendar days from the date such instruments are issued. The amount of any  
22 instruments of payment that are not cashed, reissued, and/or otherwise negotiated by Eligible Class  
23 Members within one hundred eighty (180) calendar days of the date of mailing of the settlement  
24 checks or which are then undeliverable, shall escheat to the Comptroller of the State of California.  
25 Following the date of expiration of all of the Class Member Award checks, the Class Administrator  
26 shall provide to Class Counsel and Defendants' Counsel a Class Administrator Declaration attesting  
27 that it has mailed the settlement checks to Eligible Class Members and caused the amounts of any  
28 uncashed settlement checks to escheat to the State Controller of the State of California.

1           52.     Payment of the Gross Settlement Amount and Distributions of Net Settlement Fund.

2     Upon entry of the Preliminary Approval Order, the Class Administrator shall forthwith establish all  
3     financial accounts necessary to establish the Qualified Settlement Fund. Within fourteen (14) calendar  
4     days of the Effective Date or such other date as the Court orders, Defendants shall deposit with the  
5     Class Administrator funds that are reasonable and necessary to pay for the Gross Settlement Amount,  
6     the Additional Settlement Payment, plus Defendants' share of payroll taxes. Checks shall be mailed  
7     by the Class Administrator within thirty (30) calendar days of the Effective Date. The Class  
8     Administrator shall pay ninety percent (90%) of Attorneys' Fees and Costs to Class Counsel, within  
9     twenty-one (21) calendar days of the Effective Date, provided that Class Counsel has provided the  
10    Class Administrator with all information and documents needed to facilitate payment. The remaining  
11    ten percent (10%) of approved attorney's fees shall be paid only after completion of the distribution  
12    process and Court approval of a final accounting. At Class Counsel's request, the Settlement  
13    Administrator shall pay any award to Class Counsel by check or by wire transfer, without charge, into  
14    such financial institution accounts as Class Counsel direct.

- 15               a. If injunctive relief in Paragraph 55 is not fully implemented until after the  
16               Effective Date, Defendants shall deposit with the Class Administrator funds that  
17               are reasonable and necessary to pay for the Additional Settlement Payment plus  
18               Defendants' share of payroll taxes within sixty calendar (60) calendar days of  
19               Defendants' full implementation of injunctive relief. Checks shall be mailed by  
20               the Class Administrator within thirty (30) calendar days after Defendants deposit  
21               funds for the Additional Settlement Payment. The Class Administrator shall pay  
22               Attorneys' Fees and Costs attributable to the Additional Settlement Payment to  
23               Class Counsel within sixty-seven (67) calendar days of the Defendants' full  
24               implementation of injunctive relief.

25           53.     Cooperation and Reasonable Modifications. The Parties hereto pledge their good faith  
26     and fair dealing in supporting the approval of this Settlement by the Court. The Parties hereto and  
27     their respective counsel will cooperate reasonably and in good faith for the purpose of achieving  
28     occurrence of the conditions set forth in this Agreement, including without limitation, timely filing of

1 all motions, papers and evidence necessary to do so, and refraining from causing or encouraging  
2 directly or indirectly the submission of any objection to this Agreement, the submission of any Class  
3 Member Objection or Opt-Out Request, or any appeal or petition for writ proceedings seeking review  
4 of any order or judgment contemplated by the Settlement. This Agreement contemplates that the Court  
5 and the Parties hereto may make reasonable modifications to the Agreement in order to affect its  
6 essential terms and to obtain Preliminary Approval and Final Approval. Such modifications shall not  
7 render this Agreement void, but rather the Parties hereto shall stipulate to such reasonable  
8 modifications and take all necessary steps to give them effect. Any failure of any Party hereto,  
9 Defendants' Counsel, and/or Class Counsel to comply with any obligation, covenant, agreement, or  
10 condition of this Agreement may be expressly waived in writing, to the extent permitted under  
11 applicable law, by the Party hereto or Parties hereto and their respective Counsel entitled to the benefit  
12 of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict  
13 compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a  
14 waiver of, or estoppel with respect to, any subsequent or other failure.

15 54. Warranty of Authority. The undersigned each represent and warrant that each has  
16 authority to enter into this Settlement, and that by doing so they are not in breach or violation of any  
17 agreement with any third parties. The parties, however, recognize that this Agreement is subject to  
18 Court approval.

19 55. Injunctive Relief: Defendants agree as follows with respect to employees in a Class  
20 Position. Defendants will maintain each of these changes for at least two (2) years from the Effective  
21 Date or until any appellate court or California's Department of Labor Standards Enforcement  
22 concludes that a change goes beyond the requirements of California law, whichever is sooner.

23 a. Defendants shall create a mechanism for paying, and henceforth pay, daily  
24 overtime to medical crewmembers.

25 b. Defendants shall revise their applicable written policies to reference the  
26 requirements and protections of Proposition 11.

27 c. Defendants shall create a system for allowing Flight Crewmembers to record  
28 missed meal and/or rest breaks.

d. Defendants shall pay the applicable minimum wage for all on-call hours.

e. Defendants shall revise applicable Standard Operating Procedures to instruct Flight Crewmembers to record all hours worked, including, but not limited to, time spent on pass down duties.

f. Defendants shall include preceptor and the non-overtime premium portion of call-in shift pay in calculating the regular rates of pay. Defendants will revise its pay practices policies to reflect that call-in shift pay is paid at the rate equivalent to overtime pay (*i.e.* based on the regular rate of pay).

g. Defendants represent that as of March 24, 2023, wage statements for those individuals in Class Positions currently identify REACH Air Medical Services, LLC as the employer and provide REACH's California address (currently 8880 Cal Center Drive, Suite 125, Sacramento, CA 95826).

h. Defendants represent that, after taking into consideration the above changes, and as further consideration for this Agreement, compensation rates for Class Positions will be set to target an aggregate compensation increase of at least \$1,400,000 over 2022 compensation for individuals in Class Positions. For the injunctive relief period referenced in Paragraph 55 above, compensation rates for Class Positions will not decrease from those implemented as a result of this paragraph. This increase will be allocated among Class Positions as follows: approximately 48% to nurses; approximately 21% to paramedics; and approximately 31% to pilots. Defendants represent that these increases are not merely attributable to anticipated increased headcount but are in further consideration for this Agreement. Plaintiffs acknowledge that each Flight Crewmember's frequency of shifts and hours worked vary by person, by base, and by time, among other things, which precludes making any guarantee as to the effect on any particular individual's pay.

i. Defendants shall provide a one-time training and/or written communications to currently employed Settlement Class Members covering these items promptly after the Class Notice is sent, but in no event more than 3 weeks later.

j. As part of the Preliminary Approval filings set forth in Paragraph 39 above, Defendants will provide the Court with a progress report on implementation of the above changes in

1 the form of a sworn declaration from Defendants. Defendants will provide a copy of the report to  
2 Class Counsel at least ten (10) business days before filing. Defendants will provide the Court with  
3 another progress report on the implementation of the above changes in the form of a sworn declaration  
4 from Defendants for the Final Approval filings set forth in paragraph 48 above. Defendants will  
5 provide a copy of the report to Class Counsel at least ten (10) business days before filing. Defendants  
6 will provide the Court with another progress report on the implementation of the above changes in the  
7 form of a sworn declaration from Defendants for any final accounting as set forth in Paragraph 45  
8 above. Defendants will provide a copy of the report to Class Counsel at least five (5) business days  
9 before filing.

10 56. Additional Payments If Injunctive Relief is Delayed. In the event the above Injunctive  
11 Relief has not been fully implemented by the end of the Class Period (except for Paragraph 55(i)  
12 requiring a one-time training and/or written communications to currently employed Settlement Class  
13 Members), then the then-currently employed individuals in Class Positions shall be paid an additional  
14 amount until the Injunctive Relief is fully implemented. These additional payments shall be awarded  
15 by (1) calculating the per Work Week amount of the Gross Settlement Amount during the Class  
16 Period; (2) multiplying the total number of additional Work Weeks after the Class Period and before  
17 the injunctive relief is fully implemented by the per Work Week amount during the Class Period  
18 (“Additional Settlement Payment”); (3) deducting from the Additional Settlement Payment, 3.33% for  
19 an Additional PAGA Allocation (75% of which will be paid to the LWDA) and one-third for attorney  
20 fees and costs to arrive at an Additional Net Settlement Payment; (4) calculating a per Work Week  
21 amount based on the Additional Net Settlement Payment; and (5) multiplying the Additional Net  
22 Settlement Payment per Work Week amount by the number of additional Work Weeks for each  
23 individual in a Class Position between the end of the Class Period and the date the injunctive relief is  
24 fully implemented to arrive at an Additional Individual Settlement Share. These Additional Individual  
25 Settlement Shares will be treated the same for tax purpose as set forth in Paragraph 51(a) above, and  
26 Defendants will pay for the employer share of payroll taxes separately as set forth in Paragraphs 22  
27 and 51(a) above. In the event there are individuals hired and working in a Class Position after the end  
28 of the Class Period but before Injunctive Relief is fully implemented, they will be provided the same

1 notice and opportunity to opt out within 30 days. Defendants will separately pay for the administration  
2 costs for this additional notice. Once the Additional Settlement Payment is finalized and paid, the  
3 Released California Claims and Released PAGA Claims will cover any newly hired individuals and  
4 the time period after the Class Period until the date the Injunctive Relief has been fully implemented.

- 5 a. If the provisions in Paragraph 56 apply because the Injunctive Relief is not fully  
6 implemented by the end of the Class Period, then the following terms and their  
7 defined cutoff dates will be extended through the full implementation of the  
8 Injunctive Relief: (1) Class (Paragraph 3); (2) Class Period (Paragraph 11); (3)  
9 PAGA Award (Paragraph 26); and (4) PAGA Period (Paragraph 28).

10 57. Enforcement. This Agreement is enforceable pursuant to California Rule of Court  
11 3.769(h).

12 58. Non-Admission of Liability. By entering into this Settlement, Defendants do not admit  
13 liability in this action. Defendants expressly deny that any of them violated any law, breached any  
14 agreement or obligation to any Plaintiff or to the Settlement Class Members, or engaged in any  
15 wrongdoing with respect to Plaintiffs and/or the Settlement Class Members. The Parties agree that  
16 neither this Agreement entered by the Parties, nor any actions undertaken by Defendants in satisfaction  
17 of the MOU or Settlement Agreement shall constitute, or be construed as, an admission of any liability  
18 or wrongdoing.

19 59. Confidentiality. The Parties and their counsel shall keep confidential all settlement  
20 communications regarding the negotiation and drafting of the MOU and Settlement Agreement. The  
21 Parties and their counsel agree that they will not make any public statements including any statement  
22 to the media regarding the Settlement or its terms; provided, however, that the Court(s) may be  
23 notified, if necessary prior to the filing of the motion for preliminary approval, that “The Parties have  
24 settled the case subject to court approval” while not mentioning the terms. The Parties and their  
25 counsel will not issue a press release or otherwise initiate contact with the media regarding the  
26 Settlement, but if asked about the Settlement by the media, the Parties and their counsel reserve the  
27 right to inform the media that the Parties reached a mutually acceptable resolution of the lawsuit.  
28

1 Nothing in this paragraph shall restrict the Parties or their counsel from making any disclosures  
2 necessary to seek Court approval or to communicate with Settlement Class Members.

3 60. Neutral References. Defendants will provide contact information for a third-party  
4 provider that the Plaintiffs can use to obtain a neutral employment reference. If any Plaintiff should  
5 apply to a position with Defendants or other Released Parties, Defendants and Released Parties will not  
6 refuse to hire Plaintiff on the basis of their participation in the *Reni* or *Mason* actions.

7 61. Entire Agreement. This Agreement embodies the entire agreement of all the Parties  
8 hereto who have executed it and supersedes any and all other agreements, understandings,  
9 negotiations, or discussions, either oral or in writing, express or implied. The Parties hereto to this  
10 Agreement each acknowledge that no representations, inducements, promises, agreements or  
11 warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not  
12 embodied in this Agreement; that they have not executed this Agreement in reliance on any  
13 representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set  
14 forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not  
15 contained in this Agreement including, but not limited to, any purported settlements, modifications,  
16 waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all  
17 of the Parties hereto to this Agreement. This Agreement may be amended, and any provision herein  
18 waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought  
19 to be enforced.

20 62. Return to Status Quo if Settlement Not Approved and Tolling. In the event the Court  
21 denies final approval of the Settlement or an appeal leaves the Settlement unenforceable, the  
22 Settlement shall be void and the Parties shall be returned to the same positions as existed as prior to the  
23 signing of this Agreement. Additionally, pursuant to Code of Civil Procedure section 583.330(a), the  
24 Parties stipulate that the time for bringing a case to trial under Code of Civil Procedure section 583.310  
25 is tolled during the time it takes to obtain a Final Judgment approving the Agreement, from November  
26 11, 2022. If the Agreement does not obtain final approval or is otherwise terminated, the tolling period  
27 will end fourteen (14) business days after the denial, decision rendering the Agreement unenforceable,  
28 or termination date. If the Court does not grant either preliminary or final approval of the Settlement,

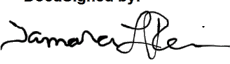
1 with the exception of this tolling agreement, neither the Agreement nor any documents prepared or  
2 submitted to the Court relating to the Settlement Agreement shall have any impact on or be used for  
3 any purpose in this Litigation, or in any future litigation.

4 63. Opportunity to Consult with Counsel. The Parties to this Agreement are represented by  
5 competent counsel, and they have had an opportunity to consult with counsel prior to its execution.

6 64. Counterparts. This Agreement may be executed in counterparts by way of true and  
7 correct copies (including PDFs or other electronic images) of signatures, each of which shall have the  
8 same force and effect as an original, and all of which together shall constitute one and the same  
9 instrument.

10 It is so agreed.

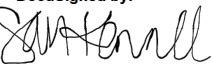
11  
12 Dated: 4/5/2023

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Tamara Reni, Plaintiff

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15 Dated: 4/5/2023

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Adrian Barnes, Plaintiff

16  
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18 Dated: 4/5/2023

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Sarah Kendall, Plaintiff

19  
20  
21 Dated: 4/5/2023

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Chad Lahue, Plaintiff

22  
23  
24 Dated: 4/5/2023

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Jeremy Palmitier, Plaintiff

1 Dated: 4/5/2023

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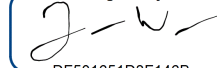


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Lisa Sander, Plaintiff

4 Dated: 4/8/2023

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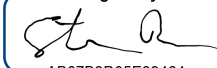


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Zabour West, Plaintiff

7 Dated: 4/5/2023

DocuSigned by:



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Steven Robinson, Plaintiff

11 Dated:

Ryan Mason, Plaintiff

14 Dated:

THOMAS A. COOK  
SCOTT ROWEKAMP  
On behalf of Defendants

1 Dated:

2  
3 \_\_\_\_\_  
Lisa Sander, Plaintiff

4 Dated:

5  
6 \_\_\_\_\_  
Zabour West, Plaintiff

7 Dated:

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9 \_\_\_\_\_  
Steven Robinson, Plaintiff

10 Dated: 4/6/2023

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12 ID ewe2t7agrUTvLuyHc8g38kfj

13 \_\_\_\_\_  
Ryan Mason, Plaintiff

14 Dated:

15 \_\_\_\_\_  
16 THOMAS A. COOK  
17 SCOTT ROWEKAMP  
18 On behalf of Defendants  
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1 Dated:

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3 Lisa Sander, Plaintiff

4 Dated:

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6 Zabour West, Plaintiff

7 Dated:

8  
9 Steven Robinson, Plaintiff

10 Dated:

11  
12 Ryan Mason, Plaintiff

13 Dated:

14  
15    
16 LISA JACOB,   
17 Chief Human Resources Officer  
18 On behalf of Defendants  
19  
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# EXHIBIT A

[NAME]  
[ADDRESS]  
[CITY, STATE ZIP]

## **NOTICE OF CLASS ACTION SETTLEMENT**

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**If you worked for REACH Air Medical Services, LLC or CALSTAR Air Medical Services LLC in California as a Flight Paramedic, Flight Nurse, and/or Pilot, you may be entitled to a payment from a class action lawsuit settlement.**

*A court authorized this notice. This is not a solicitation from a lawyer.*

- You have received this Notice because records from REACH indicate that you were employed in the State of California as a Flight Paramedic, Flight Nurse, and/or Pilot ("Flight Crewmembers") between August 21, 2016 and [DATE].
- Nine current or former REACH employees filed lawsuits against REACH alleging that REACH failed to pay daily overtime and minimum wages to Flight Nurses and Flight Paramedics and failed to provide off-duty meal and rest periods for all Flight Crewmembers, including Pilots, as well as other claims. REACH denies these allegations and no Court has ruled in favor of any party. The parties have entered into a settlement agreement to resolve the lawsuit without further litigation and expense. This settlement resolves the cases called *Renj, et al. v. Reach Medical Holdings, LLC, et al.*, Case No. RG20072101 and *Mason v. REACH Air Medical Services, LLC*, Case No. 34-2021-00308894).
- You can learn more at: [website].

**Your legal rights may be affected by this settlement, and you have a choice to make:**

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RECEIVE A SETTLEMENT CHECK</b>                        | If you do nothing, you will remain a part of this case, release claims (listed below) against REACH, and be sent a settlement check.                                                                                                                                                                                                         |
| <b>EXCLUDE YOURSELF</b>                                  | If you do not want to participate in the settlement and want to retain your right to sue REACH for unpaid wages and related wage and hour claims, you must submit a written Opt-out Letter to the Settlement Administrator. If you submit an Opt-out Letter, you will not receive a settlement payment and may not object to the settlement. |
| <b>OBJECT</b>                                            | You may write to the Court about why you object to the settlement. More information about objecting is set forth in Section 15 below.                                                                                                                                                                                                        |

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.
- The Court still has to decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

## BASIC INFORMATION

### 1. Why did I get this notice?

You have a right to know about the proposed class settlement, and about all of your options, before the Court decides whether to approve the settlement. This Notice explains the lawsuit, your legal rights, and what benefits are available.

The Honorable Frank Roesch, Judge of the Alameda County Superior Court for the State of California, is overseeing the *Reni* action and this settlement.

For more information about settlement, please see the settlement agreement available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), by contacting class counsel at [reachotlawsuit@gbdhlegal.com](mailto:reachotlawsuit@gbdhlegal.com), or by emailing the settlement administrator at [\[address\]](#).

### 2. Am I covered by this settlement?

REACH's records show that you were employed in the state of California by REACH as a **[Flight Nurse/Flight Paramedic/Pilot]** for the following time period between August 21, 2016 and **XXXXX: [DATES]**, and that you worked **X Work Weeks** during that period.

If this information is incorrect, you should contact the settlement administrator at **[mailing address, email, phone]** to submit a dispute and any documents you have to support the disputed information by **[45 days from mailing]**. You must do so timely to have your dispute considered.

### 3. What is this lawsuit about?

This case is about whether REACH failed to pay proper overtime wages, provide off-duty meal and rest periods, provide accurate wage statements, and other related claims. REACH denies these allegations. The Court has not made any ruling in favor of either party.

### 4. Why is this a class action?

In a class action, one or more people called "class representatives" bring claims on behalf of other people who have similar claims. The people are called "class members" and together are the "class." The individuals who initiated this class action are called the "Plaintiffs." In a class action,

the Plaintiffs ask the court to resolve the issues for every member of the class.

## **5. Why is there a settlement?**

The Court did not decide in favor of Plaintiffs or REACH. Both sides believe they will prevail in the litigation, but there was no decision in favor of either party. Instead, the parties have agreed to resolve this matter to avoid the expense and risks of more litigation. Plaintiffs and Class Counsel think the settlement is in the best interests of all Class Members.

## **THE SETTLEMENT BENEFITS – WHAT YOU GET**

### **6. What does the settlement provide?**

REACH has agreed to pay at least \$15,000,000.00 (the “Gross Settlement Fund”), plus the employer share of payroll taxes on amounts considered wages. The Gross Settlement Fund will be used to pay: (1) Participating Class Members and Aggrieved Employees; (2) attorneys’ fees of up to one-third of the Gross Settlement Fund, plus reimbursement of actual litigation expenses and costs of up to \$60,000.00; (3) Service Awards of \$15,000.00 for each of six Named Plaintiffs who were deposed during litigation and \$10,000.00 for each of three Named Plaintiffs who were not deposed; (4) \$375,000.00 to the California Labor and Workforce Development Agency; and (5) the Settlement Administrator’s fees and costs of up to \$30,000.00.

As part of the Settlement, REACH has also agreed to change some of its policies and practices, including to: pay daily overtime to medical crewmembers, revise written policies to reference Proposition 11 (related to meal and rest breaks) and allow Flight Crewmembers to record missed meal and/or rest breaks, pay on-call hours at the applicable minimum wage, revise the Standard Operating Procedures to instruct Flight Crewmembers to record all hours worked (including pass down duties), include preceptor and the non-overtime premium portion of call-in shift pay in the regular rate of pay, include a California address for REACH Air Medical Services, LLC on Flight Crewmembers’ wage statements. In implementing the overtime changes, REACH has agreed to set hourly rates to target an increase in class members’ aggregate compensation over 2022 compensation.

### **7. How will my settlement payment be calculated?**

The Administrator will calculate how many “Settlement Points” each class member is entitled to based on the number of Work Weeks worked during the Class Period, weighted by year and job position. The formula, which has been preliminarily approved by the Court, weighs Work Weeks worked earlier in the Class Period more heavily than more recent years to account for interest (a Work Week worked in 2016 is worth 1.7 the amount of a Work Week worked in 2023, a Work Week in 2017 is worth 1.6, a Work Week in 2018 is worth 1.5, a Work Week in 2019 is worth 1.4, a Work Week in 2020 is worth 1.3, a Work Week in 2021 is with 1.2, and a Work Week in 2022 is worth 1.1); and which job position you were in (Medical Crewmembers receive a multiplier of 5.0 on their Settlement Points and Pilots receive a 1.0 multiplier, reflecting the different claims of each group).

The Administrator will determine how much each settlement point is worth based on the net settlement fund to calculate individual awards.

The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement at [www.XXXX.com](http://www.XXXX.com).

**Based on REACH's records of your dates worked in a job position during the Class Period (see Question #2), your *estimated* payment as a Class Member is \$\_\_\_\_. The actual amount of any payment may vary.**

The Settlement Administrator used information from REACH's records to calculate your payment. If the dates or job position listed in section 2 are incorrect, you may contact the settlement administrator at [mailing address, email, phone] to submit a dispute and any documents you have to support the disputed information by [45 days from mailing]. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.

Half of your settlement payment is subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and half of your settlement payment is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor REACH's counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

**Settlement checks that are not cashed within 180 days of issuance will be null and void.**

## **8. Aggrieved Employee Additional Payment**

The lawsuit also includes a California Private Attorneys General Act ("PAGA") claim brought on behalf of the State of California that sought civil penalties from REACH for the overtime and other violations that Plaintiffs alleged.

As part of the settlement of the PAGA claim, REACH agreed to pay \$500,000.00, which will be distributed according to PAGA's requirement that 75% (or \$375,000) be distributed to the California Labor Workforce Development Agency and the remaining 25% (or \$125,000.00) will be paid to Aggrieved Employees.

If you worked for REACH as a Flight Paramedic, Flight Nurse, and/or Pilot in California at any time between August 7, 2019 through [DATE], you are an "Aggrieved Employee." If the Court approves the PAGA settlement, Aggrieved Employees will release the Released PAGA Claims.

Your individual PAGA settlement payment will be determined by your proportional share of the \$375,000 based on the number of Work Weeks you worked between August 7, 2019, and [DATE] and your position as either a Medical Crewmember (*i.e.* Flight Paramedic or Flight Nurse) or Pilot.

If you are eligible for a PAGA award, that award will be treated as penalties not subject to deductions and reported on a Form 1099.

## HOW YOU GET A PAYMENT

### 9. How do I get my payment?

If you want to receive a settlement payment, you do not need to take any action. It is your responsibility to update your mailing address with the settlement administrator to make sure they have your current address.

### 10. When will I get my settlement payment?

The Court is scheduled to hold a hearing on \_\_\_\_\_, at \_\_\_\_\_ to determine whether to give final approval to the settlement. This date may change without further notice to class members. Please check [\[settlement website\]](#) to confirm that the date has not changed. If the Court grants final approval, settlement checks are anticipated to be mailed approximately three months after the court issues the final approval order. If an appeal is filed as a result of an objection to the settlement, then checks will be delayed. Please be patient and update the Settlement Administrator if your mailing address changes.

### 11. What am I giving up by releasing my claims?

If you want to receive a settlement payment, you will release the Released California Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against REACH or its related entities asserting the Released California Claims. Released California Claims means any and all claims, rights, demands, liabilities, and causes of action of any kind, whether known or unknown including any violation of common law, California law, local law, and/or federal law which was or could have been raised in the Action based on the facts alleged in the complaints, including but not limited to claims based on California Labor Code sections 201, 202, 203, 204-204b, 210, 221, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 551, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 California Code of Regulations, Title 8 Sections 11000 and 11090, the applicable Industrial Welfare Commission (IWC) Wage Orders, Business & Professions Code sections 17200 *et seq.*, and any related damages, penalties, restitution, equitable relief, disgorgement, interest or attorneys' fees that arose on or before the end of the Class Period.

In addition, if you worked for REACH in California as a Flight Crewmember between August 7, 2019 and [\[DATE\]](#), you also will release the Released PAGA Claims. Released PAGA Claims means any claims relating to civil penalties under California Labor Code section 2698 *et seq.* for violations listed and based on the facts alleged in Plaintiffs' August 7, 2020, August 21, 2020, and April 13, 2021 letters to the California Labor & Workforce Development Agency, including violations of California Labor Code sections, 201, 202, 203, 204-204b, 210, 221, 222, 223, 225.5, 226, 226.2, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1714, 1714.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,

that accrued during your employment on or after August 7, 2019 through [Date]. You may not exclude yourself from this Release of PAGA Claims.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

### **12. How do I opt out of the settlement?**

If you want to opt out, you will not receive payment and cannot object. You must submit a written Opt-out Letter to the Settlement Administrator, that: (i) states your name, address, email address, phone number, and last four digits of your social security number; (ii) includes a statement indicating your intent to exclude yourself from the settlement, such as "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT"; and (iii) includes your signature. The Opt-out Letter must be postmarked by or otherwise received on or before **[INSERT DATE 45 DAYS FROM NOTICE MAILING]**.

If you submit an Opt-out Letter, you might still receive a PAGA Award. You will retain the right to bring your own legal action against REACH for California Labor Code claims, excluding PAGA. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date.

## **THE LAWYERS REPRESENTING YOU**

### **13. Do I have a lawyer in this case?**

The Court has decided that the lawyers at Goldstein, Borgen, Dardarian & Ho are qualified to represent you and all class members. These lawyers are called "Class Counsel." You do not need to hire your own attorney. If you do not opt out of the class and want to be represented by your own lawyer, you may hire one at your own expense.

### **14. How will the lawyers be paid?**

To date, Class Counsel have not been paid any money for their work or out-of-pocket expenses in this case. To pay for their time and risk in bringing this case without guarantee of payment unless they were successful, Class Counsel will request up to one-third of the Gross Settlement Fund plus reimbursement for their out-of-pocket expenses.

## **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the settlement or some part of it.

### **15. How do I tell the Court that I disapprove of the settlement?**

If you have not submitted an Opt-out Letter, you can ask the Court to deny approval of the settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court does not approve the settlement, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing or made orally to the Court at the Final Approval Hearing. To object in writing, a Class Member must submit by mail to the settlement administrator ([address]) no later than [forty-five (45) days after the Class Administrator's mailing of the Class Notice] a signed, original document, titled "Class Member Objection." If you submit a written objection you may, but are not required to, appear in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

You may also object by appearing in person or by telephone at the Final Approval Hearing. If you are making a telephonic appearance, you may do so by dialing [PHONE NUMBER] at the date and time of the Final Approval Hearing at no personal expense to you.

## **16. What's the difference between objecting and opting out?**

Objecting tells the Court that you do not like something about the settlement and asks the Court not to approve the settlement.

Opting out (also known as excluding yourself) tells the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

If you submit both an objection and an Opt-out Letter, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself. If the Settlement Administrator cannot reach you, it will be presumed that you intended to exclude yourself, and your objection will not be considered.

## **THE COURT'S FINAL APPROVAL/FAIRNESS HEARING**

### **17. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Fairness (or Final Approval) Hearing on \_\_\_\_\_ in \_\_\_\_\_. This date may change without further notice to class members. Please check [settlement website] to confirm that the date has not changed.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections. Please contact Class Counsel using the

contact information provided in Section 20 below if you have any questions about the date and time of the Fairness Hearing.

### **18. Do I have to come to the fairness hearing?**

No. Class Counsel will attend to answer questions the Court may have. You are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## **GETTING MORE INFORMATION**

### **19. Are there more details about the settlement?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.XXX.com](http://www.XXX.com).

### **20. How do I get more information?**

If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, [phone number and email address](#) \_\_\_\_\_ or Class Counsel at:

Laura L. Ho  
Ginger Grimes  
Stephanie Tilden  
Goldstein, Borgen, Dardarian & Ho  
155 Grand Avenue, Suite 900  
Oakland, CA 94612  
(866) 796-6594  
[reachotlawsuit@gbdhlegal.com](mailto:reachotlawsuit@gbdhlegal.com)

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**

# Exhibit 2

**GOLDSTEIN, BORGEN, DARDARIAN & HO**

155 Grand Ave, Suite 900 ♦ Oakland, CA 94612

(510) 763-9800 ♦ (510) 835-1417 (fax)

www.gbdhlegal.com

Goldstein, Borgen, Dardarian & Ho (“GBDH”) concentrates on complex and class action litigation on the plaintiff side, including wage and hour, employment discrimination, disability access, consumer protection, environmental, voting rights, housing rights, and other public interest litigation. GBDH, founded in 1972, is one of the most successful private plaintiffs’ public interest firms in the country. The firm has a national practice and regularly litigates class action lawsuits in California, and has also litigated class actions in Arizona, Florida, Georgia, Iowa, Illinois, Massachusetts, Missouri, Michigan, Minnesota, Maryland, Nebraska, Oregon, New York, Pennsylvania, Tennessee, and Texas.

GBDH is one of the leading plaintiffs’ firms litigating wage and hour class and collective actions in California and nationally. The firm has successfully litigated cases on behalf of workers improperly denied overtime and other compensation in numerous wage and hour class and collective actions, including *Garcia v. Oracle* (\$35 million settlement), *Rosenberg v. IBM* (\$65 million settlement), *Butler v. Countrywide* (\$30 million settlement), *Lin v. Siebel* (\$27.5 million settlement), *Bullock v. Automobile Club* (\$19.5 million in settlement), *Contreras v. Bank of America* (\$16.65 million settlement), and *Mousai v. E-Loan* (\$13.6 million settlement). The firm has also played a part in strengthening the wage and hour laws for workers by submitting friends of the court briefs in several California Supreme Court cases and advocating for workers before the state administrative body that formulates the orders governing wages, hours and working conditions. The firm’s comments to the U.S. Department of Labor (DOL) opposing the proposed March 31, 2003 “white collar” overtime exemption regulations resulted in significant improvements in the final regulations as noted by the DOL in the *Federal Reporter* on April 23, 2004.

In the largest monetary recovery ever recovered against a private-sector company in a gender discrimination case brought under Title VII of the Civil Rights Act of 1964, GBDH obtained \$250 million for a class of women who were denied or deterred from positions as State Farm insurance sales agents (*Kraszewski v. State Farm General Ins., Co.*). As part of the settlement agreement in *Kraszewski*, which followed a successful trial, State Farm was required to fill 50 percent of its California sales position vacancies with women and to hire three female recruiters to find qualified women applicants. GBDH also obtained the largest monetary recovery at the time in a Title VII race discrimination case (*Haynes v. Shoney’s, Inc.*) in which \$132.5 million and broad injunctive relief was obtained on behalf of a class of African American employees and applicants. GBDH also negotiated an \$87.5 million settlement on behalf of women employees and applicants for sales positions at Home Depot stores in its Western Division (*Butler, et al. v. Home Depot, Inc.*). The settlement established new job selection procedures that created thousands of job opportunities in sales and management positions for women. GBDH also recovered \$80 million in a sex discrimination class action against Lucky Stores, Inc. (*Stender v. Lucky Stores, Inc.*). The settlement followed a three-month trial and two appeals to the Ninth Circuit Court of Appeals. Subsequently, the firm obtained similar relief in gender discrimination class action against Publix Super Markets, Florida’s largest private employer (*Shores v. Publix Super Markets, Inc.*). The Publix settlement included significantly increased job opportunities for women and \$81.5 million in monetary relief.

GBDH also successfully resolved a race discrimination class action against Southern California Edison that challenged compensation and promotion inequities of African American employees (*Rice v. Southern California Edison*). The settlement resulted in extensive injunctive

relief and a settlement fund of \$18.25 million. GBDH also co-counseled and negotiated a class action settlement in a gender discrimination case against MetLife (*Mitchell v. Metropolitan Life Ins. Co., dba MetLife*). The settlement provides for a payment of \$13.4 million and extensive nationwide injunctive relief affecting sales agents and sales managers. The firm successfully tried a race discrimination class action against Lufkin Industries, Inc. (*McClain v. Lufkin Industries, Inc.*) in the Eastern District of Texas and successfully defended the trial court judgment against two appeals to the Fifth Circuit Court of Appeals.

GBDH also litigated the largest public accommodations case to date under Title II of the 1964 Civil Rights Act (*Ridgeway v. Denny's*). This class action brought on behalf of African American customers of Denny's Restaurants in California resulted in a \$34.8 million settlement and established a monitoring system, training and other injunctive relief measures to assure that African American customers of Denny's nationwide receive non-discriminatory service in the future.

GBDH also has an active docket of disability access cases. The firm has been instrumental in negotiating landmark agreements on behalf of persons with vision impairments resulting in the installation of "talking ATMs" at thousands of Bank of America, Wells Fargo, Bank One, Wachovia, 7-11 and Citibank locations across the country and ensuring that persons with vision impairments receive banking materials in alternative formats, such as Braille and large print. The firm has also successfully litigated other cases involving access to public accommodations on behalf of persons with disabilities, including a class action against Macy's Department stores brought on behalf of persons with mobility disabilities. The firm recently obtained a watershed class action settlement requiring the Forty Niners to make Levi's Stadium accessible to persons with mobility disabilities and their companions and to compensate persons with mobility disabilities who were denied full and equal access to the Stadium through the creation of a \$24 million damages fund – the largest ever obtained in a case against a public accommodation under the Americans with Disabilities Act. In addition, the firm has successfully litigated cases involving access to public pedestrian facilities, including a recently approved class action settlement in *Willits v. City of Los Angeles*. The landmark settlement requires the City of Los Angeles to pay \$1.4 billion to make its sidewalks, curb ramps, crosswalks, and other walkways accessible to individuals with mobility disabilities.

GBDH's recent consumer cases have included a \$16 million settlement for Apple in-app subscribers in California and a \$10 million settlement against Twilio for alleged privacy violations.

GBDH also has successfully litigated Clean Water Act cases challenging excessive discharges of selenium into San Francisco Bay by Unocal, Tosco and Exxon Oil Companies, and a case brought against Dow Chemical Co., under California's Proposition 65 (prohibiting the discharge of carcinogens and other toxics into drinking water sources) resulting in injunctive relief, civil penalties and attorneys' fees in a combined total of more than \$12 million. GBDH has long been recognized as one of the top plaintiffs' firms in the country. In 2011 and 2012, the Recorder recognized the firm as one of the top ten "Leading Employment Practices" for plaintiffs in the Bay Area. The firm's partners are regularly recognized as "Superlawyers." As early as July 1992, *The National Law Journal* ("A National Who's Who of the Top Lawyers in Employment Litigation") stated that GBDH was, "In a league of their own on the plaintiffs' side, handling the largest class actions nationwide." A 1995 *Business Week* article called GBDH "the SWAT team of bias litigation," noting that in the prior three years, the firm "ha[d] collected more than \$600 million in damages and legal fees from companies its clients have sued for discrimination." In March 2004, *The Recorder*, San Francisco's daily legal newspaper, listed all of the firm's partners as among the "top attorneys" in employment law in the San Francisco Bay Area. GBDH partners have been awarded the "CLAY" (California Lawyer Attorneys of the Year) in 2000, 2008, and 2014 (by *California Lawyer* magazine), for "extraordinary achievement."

# Exhibit 3

**LAURA L. HO**  
**GOLDSTEIN, BORGEN, DARDARIAN & HO**

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Oakland, CA 94612  
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**LEGAL EXPERIENCE**

**Goldstein, Borgen, Dardarian & Ho**, Oakland, CA, Partner, January 2005 – present; Associate, October 1998 – December 2004. Plaintiffs’ federal and state court employment class action litigation. 2009 California Lawyer of the Year Award Winner for employment law. 2006, 2010-2023 Super Lawyer. Top Attorney In Northern California, San Francisco Magazine August 2011. Best Lawyer’s 2014 and 2018 Lawyer of the Year for Oakland in Litigation-Labor and Employment.

**The Honorable John C. Coughenour**, Chief Judge of the Federal District Court of the Western District of Washington, Seattle, WA; Judicial Law Clerk, September 1997 – September 1998.

**ACLU Foundation National Immigrants’ Rights Project**, San Francisco, CA; Staff Counsel, November 1996 to September 1997. Federal court litigation on behalf of immigrants.

**Asian Law Caucus, Inc.**, San Francisco, CA; Attorney (NAPIL Equal Justice Fellow), September 1994 to October 1996; Legal Intern, June to August 1993. Conducted wide-ranging advocacy on behalf of low-wage immigrant workers, including litigation and policy work; established workers’ rights clinic for Asian immigrant workers; supervised law students.

**EDUCATION**

**Yale Law School**, New Haven, CT; J.D., June 1994

**Honors:** Connecticut Bar Fellowship, 1993-94; Raphael Lemkin Human Rights Fellowship, 1992-93; Stephen J. Massey Prize, 1992-93

**Activities:** Lowenstein International Human Rights Project, Director, 1992-93; Pacific Islander, Asian and Native American Law Student Association, Executive Board Member and Coordinator for Minority Recruitment, 1992-93; Yale Journal of International Law, Editor, 1991-92.

**University of Washington**, Seattle, WA; B.A. in History, B.A. in International Studies, June 1991

**Honors:** *Cum Laude*, yearly High Scholarship all four years.

**BAR ADMISSION**

1994; California, U.S. District Court, Northern District of California and U.S. Court of Appeals, Ninth Circuit; 1995, U.S. District Court, Central District of California; 1997, U.S. Court of Appeals, 10th Circuit

## **PROFESSIONAL AFFILIATIONS**

Asian Law Caucus, Board Member, 2005 – 2014

San Francisco Bar Association, Labor and Employment Committee, Executive Member 2006-2008  
NELA, elected Executive Board Member 2016 – 2019, Wage and Hour practice group chair (former)

ABA, Labor & Employment Law Section, Diversity and Inclusion in the Legal Profession, Plaintiff Co-Chair

ABA, Labor & Employment Law Section, FLSL subcommittee co-chair (2019-22), Midwinter Report Co-Editor in Chief, State Law Midwinter Report Senior Editor  
Fellow of the College of Labor and Employment Law

## **LITIGATION EXPERIENCE**

(partial listing)

Yumori-Kaku v. City of Santa Clara, (2020) 59 Cal.App.5th 385 (California Voting Rights Act case brought on behalf of Asian American voters, won at trial and appeal, and settled in 2021)

Flowers v. Twilio, (Superior Court, Alameda County) (final approval of \$10 million settlement for certified class of consumers granted in 2019)

Siciliano v. Apple, (Superior Court, Santa Clara County) (final approval of \$16 million settlement for certified class of consumers in California granted in 2018)

Wiley v. TTI, RG16806307 (Superior Court, Alameda County) (final approval of \$3.5 million settlement for 350 California class members approved in August 2017)

In re Uber FCRA, 14-CV-05200-EMC (N.D. Cal.) (final approval of nationwide FCRA class action settlement granted in 2018)

Talamantes v. PPG Indus., Inc., 13-cv-4062-WHO (N.D. Cal.) (final approval of \$5 million settlement on behalf of 109 class and collective action members nationwide granted in December 2015)

Vasquez v. USM, Inc., C13-05449 WHA (N.D. Cal.) (final approval of California wage and hour class action settlement on behalf of janitors granted in 2015)

Willner v. Manpower Inc., 11-cv-2846 (final approval of \$8.75 million settlement for temporary employees granted in 2015)

Bennett v. SimplexGrinnell, 11-CV-01854-JST (N.D. Cal.) (final approval of \$4.9 class settlement on behalf of employees who perform testing and inspection of fire and sprinkler systems for prevailing wages granted in 2015)

Welch v. Genentech, Case No. CIV 524550 (Superior Court, San Mateo County) (final approval of \$2.95 million class settlement granted in December 2014)

Lange v. Ricoh, Case No. RG13682710 (Superior Court, Alameda County) (final approval granted in December 2014 of class settlement for 250 account executives for expense reimbursements)

Melliz v. Bellflower, Case No. BC551555 (Superior Court, Los Angeles County) (California Voting Rights Act case brought on behalf of Latine voters settled in January 2015)

Moreno v. Anaheim, Case No. 30-2012-00579998-CU-CR-CXCA (Superior Court, Orange County) (California Voting Rights Act case brought on behalf of Latine voters settled in January 2014)

Rios v. ABC Unified School District, BC505510 (Superior Court, Los Angeles County) (California Voting Rights Act case brought on behalf of Latine voters settled in November 2013)

Macey v. Wells Fargo, JCCP 4654 (Superior Court, San Francisco County) (final approval of \$3 million class settlement granted in March 2014)

Morazan v. Aramark, No. 13-CV-00936-YGR (N.D. Cal.) (final approval of \$2.75 million class settlement granted in November 2013)

Vemulapati v. Siebel Systems Inc., No. RG 13662755 (Superior Court, Alameda County final approval of class action settlement granted in September 2013)

Zamora v. Countrywide, BC 360026 (Superior Court, Los Angeles County) (class settlement for over 10,000 hourly employees for meal and rest and other claims given final approval in March 2013)

Garcia v. Oracle, RG 07321026 (Superior Court, Alameda County) (certified class action regarding misclassification and related claims for 1,700 computer and technical employees; final approval of \$35 million class settlement granted in March 2012)

Galu v. Genentech, Inc., No. CIV505266 (Superior Court, San Mateo County) (lead counsel for \$2.1 million settlement for approximately 100 people; final approval granted in 2012)

Myart v. Autozone, Case No. 05CC03219 (Superior Court, Orange County) (Class counsel in certified class action for over 30,000 hourly workers for off the clock claims; final approval granted in November 2011)

Contreras v. Bank of America, Case No. CGC-07-467749 (Superior Court, San Francisco County) (\$16.65 million class settlement for California mortgage loan officers finally approved in 2010)

Meyn v. Peet's, No. RG08398070 (Superior Court, Alameda County) (\$2.6 million class settlement for California Store Managers finally approved in 2010)

Mousai v. E-Loan, Inc., No. 06-01993 SI (N.D. Cal.) (\$13.6 million settlement in overtime class action for mortgage salespeople approved in May 2007)

Lin v. Siebel Systems, Inc., No. CIV 435601 (Superior Court, San Mateo County) (\$27.5 million class action settlement in overtime case for certified class of over 800 software engineers approved in 2007)

Butler v. Countrywide, No. BC 268250 (Superior Court, Los Angeles County) (\$30 million class settlement for certified class of over 450 misclassified account executives approved in 2005)

Bullock v. Automobile Club of Southern California, No. SACV01-731GLT (C.D. Cal.) (FLSA collective action certified for over 500 opt-in Sales Agent plaintiffs; \$19 million settlement approved in 2004)

Cruz, et al. v. Estados Unidos Mexicanos, et al., No. C01-00892 CRB (N.D. Cal.) (counsel for settlement class of WWII era braceros for return of "savings fund" wages)

Gentry v. Superior Court (Circuit City Stores), No. S141502 (Cal. 2007) (counsel for amici curiae in overtime case involving class action waiver in arbitration agreement)

Sav-on Drug Stores, Inc. v. Superior Court, 34 Cal. 4th 319 (2004) (counsel for amici curiae in case involving class certification standards in California)

Morillion v. Royal Packing Co., 22 Cal. 4th 575 (2000) (counsel for amici curiae in case involving definition of “hours worked” under California Labor Code)

Earley v. Superior Court, 79 Cal. App. 4th 1420 (2000) (counsel for amici curiae in case involving California’s one-wage fee shifting statute for overtime wage claims)

Cuadra v Millan, 17 Cal. 4th 855 (1998) (writ proceeding successfully challenging DLSE’s practice of calculating back wages from date of hearing rather than date of filing of claim)

Bureerong v. Uvawas, 922 F. Supp. 1450 (C.D. Cal. 1996) (group action for wages and other damages for Thai sweatshop workers held in virtual “slave” sweatshop)

Sale v. HCC, 509 U.S. 155 (1993) (challenge to U.S. policy of interdicting on the high seas Haitians fleeing from Haiti and returning them to Haiti without determining whether those returned are refugees as defined under international law)

HCC v. Sale, 823 F. Supp. 1028 (E.D.N.Y. 1993) (successfully challenging U.S. policy of indefinite detention of Haitian refugees who tested positive for HIV)

### **CONFERENCE PRESENTATIONS AND PUBLICATIONS (partial listing)**

16th Annual ABA Section of Labor and Employment Law Conference, Washington, D.C. (Nov. 2022)

PLI’s Cutting Edge Employment Law Issues 2019: The California Difference, San Francisco, CA (Sept. 2019) (program co-chair and panelist)

National Employment Lawyers Association, Litigating Wage & Hour Cases: Challenges & Opportunities, Silver Spring, MD (April 2017)

### **PUBLICATIONS**

(partial)

Contributing Editor, The Fair Labor Standards Act, Cumulative Supplement, Bureau of National Affairs, Inc.

Chapter and Senior Editor, Wage and Hour Laws, A State-by-State Survey, Main Volume and Supplements, ABA Section of Labor and Employment Law

Practising Law Institute Employment Law Yearbook, Co-Editor for Chapter 6 “EEO Class Actions” 2015-23.

### **Articles:**

*Collective Action Basics*, 10 Emp. Rts. and Emp. Pol’y J. 427 (2006)

*Litigation of Wage and Hour Collective Actions Under the Fair Labor Standards Act*, 7 Emp. Rts. and Emp. Pol'y J. 129 (2003) (with David Borgen)

*(Dis)assembling Rights of Women Workers on the Global Assemblyline: Human Rights and Garment Industry*, 31 Harv. C.R.-C.L. L. Rev. 383 (1996) (with Cathy Powell and Leti Volpp).

*Worker Protection Compromised: The Fair Standards Act Meets the Bankruptcy Code*, 2 Asian Pac. Am. L.J. 38 (1994) (with Lora Jo Foo and Thomas M. Kim).

*Litigating as Law Students: An Inside Look at Haitian Centers Council*, 103 Yale L.J. 2337 (1994) (with Victoria Clawson and Elizabeth Detweiler).