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

RACHEL BALDWIN, an individual, on  
behalf of herself, all aggrieved employees,  
and the State of California as a Private  
Attorneys General, and SARA  
WOEHRLE, on behalf of herself and others  
similarly situated,

Plaintiffs,

vs.

FLEXCARE, LLC, a California Limited  
Liability Company, (dba FlexCare Medical  
Staffing); and DOES 1-50, inclusive,

Defendants.

**Case No. 34-2020-00289550-CU-OE-GDS**

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

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

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

**I. INTRODUCTION**

1. This Joint Stipulation of Class Action Settlement and Release is made and entered into by and between Plaintiff Rachel Baldwin, on behalf of herself, the State of California, and all aggrieved employees and Plaintiff Sara Woehrle, on behalf of herself and all similarly situated individuals (collectively, “Plaintiffs”), on the one hand, and Defendant FlexCare, LLC (“Defendant”), on the other hand.

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

**II. DEFINITIONS**

3. “Action” means the lawsuit entitled *Rachel Baldwin, et al. v. FlexCare, LLC*, pending in the Superior Court of California, County of Sacramento, 34-2020-00289550-CU-OE-GDS.

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

5. “Class Counsel” or “Plaintiffs’ Counsel” means Nazo Koulloukian of Koul Law Firm, Inc. and Ashkan Shakouri of Shakouri Law Firm. All references to Class Counsel shall refer to the attorneys representing the Class Members, PAGA Representative, and Class Representative.

6. “Class Counsel Fees” means the amount up to \$689,500 (i.e., thirty-five percent of the Gross Fund Value) to compensate Class Counsel for their attorneys’ fees incurred in connection with the Action, including their pre-filing investigation, their filing of the Action and all related

litigation activities, this Settlement, and all post-Settlement compliance procedures.

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

8. “Class Information” means information regarding Class Members that Defendant will in good faith compile from their records and provide to the Settlement Administrator in a secure manner on a confidential basis. It shall include each Class member’s full name, social security number, last known address, and the dates of employment that each Class Member worked during the Class Period.

9. “Class” or “Class Members” means all current and former hourly, non-exempt employees of Defendant who worked in the State of California as healthcare staff at any time during the Class Period. Class Representative is a Class Member unless otherwise expressly stated herein.

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

11. “Class Period” means the period from September 9, 2016 and ending on the date the Court grants preliminary approval of the Settlement.

12. “Class Representative” shall refer to Plaintiff Sara Woehrle.

13. “Incentive Awards” means an amount of up to \$10,000 that the Court authorizes to be paid to Rachel Baldwin, and an amount up to \$10,000 that the Court authorizes to be paid to Sara Woehrle in recognition of their effort and risk in assisting with the prosecution of the Action and in return for executing a general release of Defendant.

14. “Complaint” means the First-Amended Complaint filed in this Action in the Superior Court of California, County of Sacramento, 34-2020-00289550-CU-OE-GDS.

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

16. “Defendant” refers to FlexCare, LLC.

17. “Defendant’s Counsel” refers to Boutin Jones Inc.

JOINT STIPULATION FOR CLASS ACTION SETTLEMENT AND RELEASE

1           18.     “Effective Date” The effective date means: (a) if no one objects to the Settlement,  
2 then the Effective Date will be the date on which the Court enters a Final Approval Order and  
3 Judgment; (b) if a Class Member timely objects to the Settlement, and if an appeal, review, or writ  
4 is not sought from the Final Approval Order and Judgment, then the Effective Date will be sixty-  
5 one (61) days after service of the Final Order and Judgment by Plaintiffs on Defendant and any  
6 objectors; or (c) if a Class Member timely objects to the Settlement, and if an appeal, review or writ  
7 is sought from the Final Approval Order and Judgment, then all of Defendant’s remaining  
8 obligations under this Agreement will be stayed until the day after the Judgment is affirmed, or the  
9 appeal or writ is dismissed, withdrawn or denied (or the time for filing an appeal or writ expires)  
10 which day will then be the Effective Date.

11           19.     “Eligible Work Week” means any week during which a Class Member worked in  
12 California on behalf of Defendant during the Class Period.

13           20.     “Exclusion List” means the list prepared by the Settlement Administrator listing all  
14 Class Members requesting exclusion from the Settlement.

15           21.     “Final Approval” means the Court’s final approval of the Settlement.

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

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

21           24.     “Gross Fund Value” means the total in the amount \$1,970,00 that Defendant will be  
22 required to pay by this Agreement. The Gross Fund Value consists of all Individual Settlement  
23 Payments to Participating Class Members, Class Counsel Fees, Class Counsel Expenses,  
24 Settlement Administration Costs, PAGA Payment, and the Incentive Awards. Defendant shall  
25 separately pay the employer’s share of payroll taxes arising as a result of the Settlement.

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

26. "PAGA Members" means all current and former hourly, non-exempt employees of Defendant who worked in the State of California as healthcare staff at any time during the PAGA Period. PAGA Members are a subset of the Class Members. The PAGA Representative is included in the definition of PAGA Members unless otherwise expressly stated herein.

27. "PAGA Period" means from September 11, 2019 to and ending on the date the Court grants preliminary approval of the Settlement.

28. "PAGA Payment" means the \$40,000 the Parties have agreed to allocate to civil penalties in order to settle claims arising under PAGA. "LWDA Payment" means the amount paid to the Labor and Workforce Development Agency ("LWDA") as its portion (75%) of the total PAGA Payment allocated to it in this Agreement and approved by the Court. "Net PAGA Amount" means the amount paid to PAGA Members as their portion (25%) of the total PAGA Payment allocated to them in this Agreement and approved by the Court.

29. "PAGA Representatives" shall mean and refer to Plaintiff Rachel Baldwin.

30. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either Plaintiffs or Defendant.

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

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

33. "Released Parties" means Defendant and its past, present, and future agents of all types, employees, members, managers, officers, directors, partners, trustees, shareholders, owners, principals, attorneys, parents, subsidiaries, related entities, divisions, joint venturers, assigns, partners, indemnitees, persons to whom Defendant owes a duty to defend, predecessors, successors, affiliated organizations, insurers, joint employers, entities with whom Defendant contracted to

1 provide healthcare staff, hospital and/or medical facility site employers of the Class Members and  
2 PAGA Members, managed-service providers or staffing agencies for whom Defendant supplied  
3 healthcare staff, and all persons acting by or through or in concert with any of them, and each of  
4 them, including any person or entity which Class Members and PAGA Members might seek to hold  
5 liable as joint employers for the claims asserted in the Action. The Parties agree that the release  
6 provided under this Agreement is intended to completely and fully resolve all claims or potential  
7 claims for which Class Representatives, PAGA Representatives, Class Members and PAGA  
8 Members have or could have against any person or entity relating to shifts worked for Defendant  
9 and that specifically listing each released person or entity by name would be unduly lengthy and  
10 burdensome. Accordingly, the Parties agree that the Class Members and PAGA Members are  
11 expressly releasing any persons or entities included in this definition even if such person or entity  
12 is not specifically named or whether such person or entity is known to Class Counsel, PAGA  
13 Members, or Class Members. The definition of Released Parties shall be interpreted as broadly as  
14 possible and no persons or entities are expressly excluded from the definition of Released Parties.

15 34. "Response Deadline" means the date forty-five (45) calendar days after the  
16 Settlement Administrator mails Class Notices to Class Members and the last date on which Class  
17 Members may: (a) postmark Requests for Exclusion, or (b) postmark Objections to the Settlement,  
18 except that if a Class Member submits an objection to her Individual Settlement Payment amount,  
19 then 10 days from the date the Settlement Administrator mails an adjusted Notice or notice of  
20 rejection of the challenge.

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

24 36. "Settlement Administration Costs" means the amount to be paid to the Settlement  
25 Administrator from the Gross Fund Value for administration of this Settlement. The Settlement  
26 Administration Costs are not to exceed \$25,000, and shall be paid out of the Gross Fund Value.

1           37.     “Settlement Administrator” means ILYM Group Inc., which has been agreed to by  
2     the Parties and approved by the Court for the purposes of administering this Settlement.

### 3                                 **III.     RECITALS**

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

13          39.     Procedural History. Plaintiff Woehrle filed a class action against Defendant on  
14    September 9, 2020, in San Mateo County Superior Court. Plaintiff Baldwin filed a representative  
15    action under PAGA on December 1, 2020, in Sacramento County Superior Court. Subsequently,  
16    Plaintiff Woehrle dismissed her lawsuit and joined the instant action as a class representative  
17    through an amended complaint.

18          40.     Mediation. The Parties participated in two private mediations with two experienced  
19    mediators. The first mediation was held on October 7, 2021, with David Perrault. The second  
20    mediation was held on March 17, 2022, with Eve Wagner. Prior to the mediations, Defendant  
21    produced extensive time and payroll records to Plaintiffs, which Plaintiffs thoroughly analyzed  
22    with the help of a retained expert. Following extensive negotiations, and with the expert assistance  
23    of mediator Wagner, the Parties ultimately reached this Settlement.

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

12 42. Defendant's Reasons for Settlement. Defendant has concluded that any further  
13 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of  
14 time, energy and resources of Defendant, unless this Settlement is made, will be devoted to the  
15 defense of the claims asserted by Plaintiffs. Defendant has also taken into account the risks of  
16 further litigation in reaching their decision to enter into this Settlement. Despite continuing to  
17 contend that it is not liable for any of the claims set forth by Plaintiffs, Defendant has, nonetheless,  
18 agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims  
19 as set forth in the Action. Defendant claims and continues to claim that the Released Claims have  
20 no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. In  
21 addition, Defendant desires to avoid any requirement to defend or indemnify joint employers,  
22 worksite employers, managed-service providers, or staffing agencies for whom Defendant provided  
23 healthcare staff during the Class Period and PAGA Period and, therefore, has agreed to resolve  
24 claims against all persons or entities that may be entitled to defense or indemnity obligations from  
25 Defendant. Nothing contained in this Agreement and no documents referred to herein and no action  
26 taken to carry out this Agreement may be construed or used as an admission by or against the Parties  
27 as to the merits or lack thereof of the claims asserted.

1           43.     Claims in the Action. The First Amended Complaint alleges nine (9) causes of  
2     action: (1) failure to provide reporting time pay; (2) failure to pay for all hours worked; (3) failure  
3     to pay minimum wage; (4) failure to pay overtime; (5) failure to authorize and/or permit meal  
4     breaks; (6) failure to authorize and/or permit rest breaks; (7) waiting time penalties; (8) unfair  
5     business practices; and (9) Civil Penalties for Violation of the Private Attorneys General Act of  
6     2004 (Labor Code §2698 *et seq.*). Plaintiffs assert all causes of action on behalf of themselves, on  
7     a class and representative basis, and acting as a Private Attorney General for the State of California  
8     pursuant to PAGA.

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

#### 14                                   IV.     TERMS OF AGREEMENT

15           45.     Consideration. Defendant agrees to pay \$1,970,000 as the Gross Fund Value in the  
16    manner described in this Agreement as full consideration for settlement of the action and for  
17    Participating Class Members' agreement to release the Released Parties from the Released Claims,  
18    as well as for the release of all claims pursuant to PAGA. Participating Class Members and PAGA  
19    Members are not eligible to receive any amounts other than their Individual Settlement Payment(s)  
20    by virtue of this Settlement. Employer-side taxes shall be paid by Defendant with funds separate  
21    and apart from fund the Gross Fund Value.

22           46.     Escalator Clause. At mediation, Defendant represented that Class Members in  
23    aggregate worked approximately 164,000 Eligible Work Weeks during the portion of the Class  
24    Period from September 9, 2016 to March 17, 2022. If the number of Eligible Work Weeks increases  
25    by more than 5% (i.e., that is above 172,200 Eligible Work Weeks) by the time Defendant provides  
26    Class Information to the Settlement Administrator for dissemination of the Class Notice, Defendant  
27    shall have the option to either: (i) increase the Gross Fund Value Amount on a *pro rata* basis  
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1 according to the percentage that the actual Eligible Work Weeks is greater than 172,200; or (ii)  
2 agree that the Class Period and PAGA Period shall only run through that date at which the Eligible  
3 Work Weeks reaches 172,200.

4 47. Released Class Claims. Upon the Effective Date and funding in full of the Gross  
5 Fund Value by Defendant, all Participating Class Members release all Released Parties from all  
6 Released Class Claims. "Released Class Claims" means wage and hour claims, rights, demands,  
7 liabilities and causes of action, whether known or unknown, arising during the Class Period, that  
8 were asserted or could have been asserted in the Action against Released Parties based on the facts  
9 alleged or ascertained during the pendency of the Action, under federal and state laws, including  
10 statutory, or common law claims for wages, penalties, liquidated damages, interest, attorneys' fees,  
11 litigation costs, restitution, equitable relief or other relief under Business & Professions Code  
12 section 17200, et seq. based on the alleged Labor Code violations, including, without limitations,  
13 the following categories: (a) any and all claims for failure to provide reporting time pay; (b) any and  
14 all claims involving any alleged failure to pay employees for all hours worked, including but not  
15 limited to any claim for minimum, straight time, or overtime wages; (c) any and all claims involving  
16 any alleged failure to pay minimum wage; (d) any and all claims involving any alleged failure to  
17 pay overtime wages; (e) any and all claims arising under state law involving any alleged failure to  
18 properly provide meal periods and/or authorize and permit rest periods, to pay premiums for  
19 missed, late, short or interrupted meal and/or rest periods, or to pay such premiums as required by  
20 Labor Code section 226.7; (f) any and all claims involving any alleged failure to timely pay wages,  
21 including but not limited to any claim that Released Parties violated Labor Code sections 201, 202,  
22 or 204, and any claim for waiting time penalties under Labor Code section 203; (g) any and all  
23 claims for failure to provide accurate wage statements or maintain accurate business records; (h)  
24 any and all claims for unfair business practices in violation of Business and Professions Code  
25 sections 17200, et seq. The Released Claims expressly includes release of all Released Parties,  
26 regardless of whether the Released Party is expressly named in this Agreement or generally  
27 described. The Released Class Claims expressly excludes all other claims, including claims for  
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1 vested benefits, unemployment insurance, disability, social security, workers' compensation, and  
2 claims outside of the Class Period.

3 48. Upon the Effective Date and funding in full of the Gross Fund Value by Defendant,  
4 all PAGA Members and the State of California shall release all Released Parties from all Released  
5 PAGA Claims, irrespective of whether they opted-out of the Settlement and will be bound by this  
6 PAGA Release. The Released PAGA Claims are defined as all the claims asserted by PAGA  
7 Members for alleged violations of the California Labor Code and IWC Wage Order provisions  
8 which were or could have been identified in the PAGA Notice sent to the LWDA by Plaintiff  
9 Baldwin and further identified in the First-Amended Complaint that are alleged to have occurred  
10 during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims includes  
11 release of all Released Parties regardless of whether the Released Party is expressly named in this  
12 Agreement or generally described.

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

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

13 51. Preliminary Approval of Settlement. Simultaneous with the filing of the Settlement  
14 and solely for purposes of this Settlement, Plaintiffs will file a Motion for Preliminary Approval  
15 requesting the Court grant preliminary approval of this Settlement, certify the Class for settlement  
16 purposes only, and set a date for the Final Approval Hearing. At the same time that Plaintiffs file  
17 the Motion for Preliminary Approval, Plaintiffs shall also submit to the LWDA a copy of the  
18 proposed settlement pursuant to Labor Code § 2699, *et seq.*

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

4 53. Settlement Administration. Within fourteen (14) calendar days after the Court  
5 grants Preliminary Approval of this Agreement, Defendant shall provide the Settlement  
6 Administrator with the Class Information for purposes of mailing Class Notices to Class Members.  
7 The Class Information shall be kept confidential by the Settlement Administrator.

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

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

26 55. With regard to the Net PAGA Amount, the Settlement Administrator shall  
27 determine each individual PAGA Member’s *pro rata* basis based on the number of Eligible Work  
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Weeks worked by each PAGA Member during the PAGA Period, utilizing the same calculations set forth in paragraph 53 above.

56. Class Notices. The Class Notice shall inform the Class Members of the number of Eligible Work Weeks applicable to them based on Defendant's pay records and their estimated Individual Settlement Payment. The Notice shall provide a procedure for challenging such information.

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

58. Disputes Regarding Individual Settlement Payments. In the event that Class Members have a dispute regarding the Eligible Work Weeks worked by them as set for in the Class Notice, Class Members will have the opportunity to provide documentation and/or an explanation by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement, and that determination shall be binding. In no event shall the Gross Value Fund be altered as a result of any such disputes.

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

60. Exclusions. The Class Notice shall state that Class Members who wish to exclude themselves from the Settlement must submit a completed Request for Exclusion form by the Response Deadline. The Request for Exclusion: (a) must contain the name and number of the Action; (b) must contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (c) must be signed and dated by the Class member; and (d) must be postmarked by the Response Deadline and returned to the Settlement

1 Administrator at the specified address. The Request for Exclusion will be rejected if it does not  
2 contain a Class member's telephone number, the last four digits of the Social Security number, and  
3 a statement that the Class member wishes to opt out of the Settlement. The date of the postmark  
4 on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to  
5 determine whether a Request for Exclusion has been timely submitted. Any Class Member who  
6 requests to be excluded from the Class will not be entitled to recovery under the Settlement, except  
7 for their share of the Net PAGA Amount, and will not be bound by the terms of the Settlement or  
8 have any right to object, appeal or comment thereon. Class Members who do not submit a valid  
9 and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms  
10 of the Settlement, bound by the releases, and bound by any Judgment entered in this Action if the  
11 Settlement is approved by the Court, even if they do not cash or otherwise negotiate their Individual  
12 Settlement Payment check.

- 13 a. No later than fourteen (14) calendar days after the Response Deadline, the  
14 Settlement Administrator shall provide counsel for the Parties with the number of  
15 all Class Members who have timely submitted Requests for Exclusion. At no time  
16 shall any of the Parties or their counsel seek to solicit Class Members to submit  
17 Requests for Exclusion from the Settlement.
- 18 b. The Settlement Administrator shall compile a list of all Class Members requesting  
19 exclusion (the "Exclusion List"). The Settlement Administrator shall then remove  
20 from the Class Member List all Class Members who appear on the Known Bad  
21 Address List and Exclusion List. This new list shall be called the "Member  
22 Distribution List."
- 23 c. Payments shall only be made to Class Members appearing on the Member  
24 Distribution List, also known as Participating Class Members.
- 25 d. Objections. The Class Notice shall state that Class Members who wish to object to  
26 the Settlement may submit a written statement of objection to the Settlement  
27 Administrator ("Notice of Objection") by the Response Deadline and must not have  
28

submitted a Request for Exclusion. A valid Notice of Objection must be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The Notice of Objection must be signed by the Class member and state: (a) the full name of the Class Member; (b) the dates of employment of the Class Member; (c) the last four digits of the Class Member's Social Security number and/or any Employee ID number; (d) the basis for the objection; and (e) whether the Class Member intends to appear at the Final Approval Hearing. All Class Members, regardless of whether they have submitted a written objection pursuant to the requirements above, may appear at the Final Approval Hearing and have their objections heard by the Court. Class Members who fail to make objections either in writing in the manner specified above, or in person at the Final Approval Hearing, shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

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

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

61. Funding and Allocation of Gross Fund Value. This is a non-reversionary, non-claims made, opt-out Settlement. Defendant shall transfer funds equal to the Gross Fund Value to a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator to fund the

1 Individual Settlement Payments, the Incentive Awards, the Class Counsel Fees, the Class Counsel  
2 Expenses, the PAGA Payment, and the Settlement Administration Costs as set forth in this  
3 Agreement.

- 4 a. Defendant will fund the Gross Fund Value within ten (10) days of the Effective Date  
5 by electronic transfer to the Settlement Administrator (“Funding Date”).
- 6 b. Qualified Settlement Fund. The QSF will be established by the Settlement  
7 Administrator and administered as a Qualified Settlement Fund pursuant to the Internal  
8 Revenue Code. The QSF will be controlled by the Settlement Administrator subject to  
9 the terms of this Settlement and the Court’s Order(s). Interest, if any, earned on monies  
10 in the QSF will become part of the Gross Net Value. The Settlement Administrator  
11 shall serve as Trustee of the QSF and shall act as a fiduciary with respect to the  
12 handling, management, and distribution of the Gross Fund Value, including the  
13 handling of tax related issues and payments. The Settlement Administrator shall act in  
14 a manner as necessary to qualify the settlement fund as a Qualified Settlement Fund  
15 and to maintain the qualification.
- 16 c. Individual Settlement Payments. Individual Settlement Payments will be paid from the  
17 Gross Net Value and shall be paid pursuant to the settlement formula set forth herein.  
18 Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to  
19 Participating Class Members on the Member Distribution List at the last known mailing  
20 address maintained by the Settlement Administrator. Individual Settlement Awards  
21 shall be allocated as follows: (i) 20% (twenty percent) as wages and (ii) 80% (eighty  
22 percent) as penalties and interest. The Settlement Administrator shall issue a form W-  
23 2 for amounts deemed “wages” that are paid under this Settlement and issue a form  
24 1099 for the portions allocated to penalties and interest for each taxable year payments  
25 are made.

26 62. Individual Settlement Payment Checks That Are Returned or Not Negotiated. A  
27 Participating Class Member must cash his or her Settlement Share check within 180 days after it is  
28

1 mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement  
2 Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his  
3 or her correct address. If Participating Class Member's Individual Settlement Payment check is not  
4 cashed within 120 days after its last mailing to the Participating Class Member, the Settlement  
5 Administrator will send the Participating Class Member a letter informing him or her that unless  
6 the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to  
7 replace the check if it was lost or misplaced but not cashed. In compliance with Code of Civil  
8 Procedure section 384, for any Individual Settlement Payment check not cashed after 180 days, the  
9 Settlement Administrator will pay over the amount represented by the uncashed check to the  
10 California State Controller's Office in the name of the Participating Class Member. The Parties  
11 acknowledge that California Civil Procedure Code section 384 and the Doctrine of Cy Pres are not  
12 applicable to this Settlement because the terms of this Settlement Agreement expressly provide for  
13 the disposition of the entire Gross Fund Value, whether claimed or unclaimed. Although  
14 Participating Class Members who do not timely cash their Individual Settlement Payment checks  
15 shall not receive the monies from those checks (because the checks shall be deemed null and void),  
16 such persons shall nonetheless be Participating Class Members and will be bound by all terms of  
17 the Settlement and any Final Approval Order and Judgment entered in this Action if the Settlement  
18 is approved, including the release of the Released Class Claims, unless they timely file a valid  
19 Request for Exclusion as set forth under the Agreement.

20         63. Incentive Awards. Subject to Court approval, in exchange for the release of all  
21 Released Class Claims and Released PAGA Claims, for the general release contained in this  
22 Agreement, and for their time and effort in bringing and prosecuting this matter, Plaintiffs Rachel  
23 Baldwin and Sara Woehrle shall each be paid an Incentive Award of up to \$10,000 (Ten Thousand  
24 Dollars), and Defendant will not oppose an Incentive Award up to such amount to each Plaintiff.  
25 The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for the Incentive Awards.  
26 Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on the Incentive  
27 Awards and shall hold harmless Defendant from any claim or liability for taxes, penalties, or  
28

1 interest arising as a result of the Incentive Awards. The Incentive Awards shall be in addition to  
2 Plaintiffs' Individual Settlement Payment as a Participating Class Member and their portion of the  
3 Net PAGA Amount. Any amount requested by Plaintiffs for the Incentive Awards and that is not  
4 granted by the Court shall return to the Gross Net Value and be distributed as provided in this  
5 Agreement.

6 64. Class Counsel Fees and Class Counsel Expenses. Defendant agrees not to oppose  
7 or object to any application or motion by Class Counsel for Class Counsel Fees not to exceed  
8 \$689,500 (i.e., thirty-five percent of the Gross Fund Value), to be paid out of the Gross Fund Value.  
9 Defendant further agrees not to oppose any application or motion by Class Counsel for the  
10 reimbursement of reasonable costs associated with Class Counsel's prosecution of this matter not  
11 to exceed \$20,000 (Twenty Thousand Dollars) from the Gross Fund Value. Class Counsel shall be  
12 solely and legally responsible to pay all applicable taxes on the payment made pursuant to this  
13 paragraph. The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the  
14 payments made pursuant to this paragraph. This Settlement is not contingent upon the Court  
15 awarding Class Counsel any particular amount in attorneys' fees and costs. Any amount requested  
16 by Class Counsel for the Class Counsel Fees and Class Counsel Expenses that are not granted by  
17 the Court shall return to the Gross Net Value and be distributed as provided in this Agreement.

18 65. PAGA Payment. Subject to Court approval, the Parties agree that the amount of  
19 \$40,000 (Forty Thousand Dollars) from the Gross Fund Value shall be designated for satisfaction  
20 of Plaintiffs' and PAGA Members' claims pursuant to the PAGA. Seventy-five percent (75%) of  
21 the PAGA Payment, amounting to \$30,000 (Thirty Thousand Dollars), shall be allocated as the  
22 LWDA Payment and the remaining twenty-five percent (25%) of the PAGA Payment, amounting  
23 to \$10,000 (Ten Thousand Dollars), shall be allocated to Net PAGA Amount and distributed to  
24 PAGA Members as set forth in this Agreement. If the amount of the PAGA Payment is adjusted  
25 by the Court, it shall be adjusted by using funds from the Gross Fund Value and in no event shall  
26 it increase the Gross Fund Value.

1           66.     Distribution Timing. Within twenty (20) calendar days of the Funding Date the  
2     Settlement Administrator shall issue payments to (a) Participating Class Members and PAGA  
3     Members; (b) the LWDA; (c) Plaintiffs; (d) Class Counsel; and (e) itself, for Court-approved  
4     services performed in connection with the Settlement.

5           67.     Settlement Administration Costs. The Settlement Administrator shall be paid for  
6     the costs of administration of the Settlement from the Gross Fund Value. No fewer than ten (10)  
7     calendar days before the filing of the Final Approval Motion, the Settlement Administrator shall  
8     provide the Parties with a statement detailing the costs of administration of the Settlement as well  
9     as a declaration detailing the administration process. The Settlement Administrator, on the Parties'  
10    behalf, shall have the authority and obligation to make payments, credits and disbursements,  
11    including payments and credits in the manner set forth herein, to Participating Class Members  
12    calculated in accordance with the methodology set out in this Settlement and orders of the Court.  
13    The Parties agree to cooperate in the settlement administration process and to make all reasonable  
14    efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

15          68.     General Release by Plaintiffs. Each of the Plaintiffs hereby unconditionally waives  
16    and forever releases the Released Parties from any and all claims, debts, liabilities, demands,  
17    obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action  
18    contingent or accrued for, or which arise from or are related to the allegations and claims asserted  
19    in the Action, or any claims related to Plaintiffs' employment with Defendant, including without  
20    limitation any and all claims under state and federal law, including but not limited to claims for  
21    unpaid wages, overtime compensation, premium payments, meal periods, rest periods, inaccurate  
22    wage statements, reporting time pay, penalties of any kind, interest, attorneys' fees and expenses,  
23    whether known or unknown arising or accruing at any time prior to the date of the entry of the Final  
24    Approval Order and Judgment, claims that have been raised, or that reasonably could have been  
25    raised, under the applicable Wage Orders and California Labor Code Sections 200, 201-203, 207,  
26    218, 226, 226.7, 500, 510, 512, 558, 1194, 1197, 1197.1, 1198, as well as all claims under PAGA  
27    (California Labor Code section 2698 *et seq.*), whether or not he has standing to assert such claims  
28

1 under PAGA, Business and Professions Code section 17200 *et seq.*, and claims for breach of any  
2 implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to  
3 any pay or employee benefit, insurance or unit grants; claims of wrongful termination, retaliatory  
4 discharge or public policy violations of whatever kind or nature, defamation, invasion of privacy,  
5 fraud, misrepresentation, emotional distress or other common law or tort matters; assault, claims of  
6 harassment, retaliation or discrimination based on age, race, color, religion, sex, sexual orientation,  
7 national origin, ancestry, physical or mental disability, medical condition including genetic  
8 characteristics, marital status, or any other protected status under federal or state law or regulation  
9 or local ordinance; claims under the California Labor Code, Government, Business and Professions,  
10 and Health and Safety Codes; claims based upon the California or Federal Constitutions; claims  
11 based on any federal, state or other governmental statute, regulation or ordinance, including,  
12 without limitation, the California Fair Employment & Housing Act, the California Family Rights  
13 Act, Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, the Labor  
14 Management Relations Act, and the Family Medical Leave Act. This release shall be interpreted  
15 broadly and is intended to completely and entirely resolve all claims relating to shifts worked by  
16 Plaintiffs for Defendant, and Plaintiffs do not reserve or otherwise exclude any claims against any  
17 person or entity relating to shifts Plaintiffs worked for Defendant.

- 18 a. Release of Unknown Claims. Plaintiffs acknowledges that they have had the  
19 opportunity to review and has reviewed California Civil Code section 1542, which  
20 provides:

21 **A GENERAL RELEASE DOES NOT EXTEND TO**  
22 **CLAIMS WHICH THE CREDITOR OR RELEASING**  
23 **PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN**  
24 **HIS OR HER FAVOR AT THE TIME OF EXECUTING**  
25 **THE RELEASE, AND THAT IF KNOWN BY HIM OR**  
26 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**  
27

**HER SETTLEMENT WITH THE DEBTOR OR  
RELEASED PARTY.**

b. Being fully informed of this provision of the California Civil Code and understanding its provisions, Plaintiffs agree to waive any rights under Section 1542, and acknowledge that this Agreement and the releases 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.

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

70. Entry of Judgment and Continued Jurisdiction of the Court. Concurrent with the Motion for Final Approval Plaintiffs shall file a Proposed Final Judgment and seek the entry of Judgment consistent with the terms of this Agreement substantially in the form evidenced in **Exhibit B.**

71. Nullification of Settlement Agreement. In the event the Court does not finally approve the Settlement as provided herein or the Settlement does not become final for any other reason, the Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. The Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed.

72. No Admission by the Parties. Defendant denies any and all claims alleged in this Action and denies any and all alleged wrongdoing whatsoever. This Agreement is not a concession

1 or admission and shall not be used against Defendant as an admission or indication with respect to  
2 any claim of any fault, concession or omission by Defendant.

3 73. Disposition of Data. The Parties expressly agree that all data and information shared  
4 by Defendant before, at, and after the Parties' mediation of this matter is considered confidential  
5 settlement communications.

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

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

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

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

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

24 79. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant  
25 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
26 Agreement and to take all appropriate actions required or permitted to be taken by such Parties  
27 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to  
28

1 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other  
2 and use their best efforts to affect the implementation of the Settlement. In the event the Parties  
3 are unable to reach agreement on the form or content of any document needed to implement the  
4 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms  
5 of this Settlement, the Parties may seek the assistance of the Court or mediator Wagner to resolve  
6 such disagreement. The person signing this Agreement on behalf of Defendant represents and  
7 warrants that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiffs  
8 represent and warrant that they are authorized to sign this Agreement and they have not assigned  
9 any claim, or part of a claim, covered by this Settlement to a third-party.

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

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

15 82. Counterparts. This Agreement may be executed in one or more counterparts by  
16 facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as  
17 an original. All executed counterparts and each of them will be deemed to be one and the same  
18 instrument. Any executed counterpart will be admissible in evidence to prove the existence and  
19 contents of this Agreement.

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

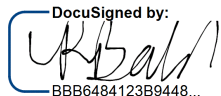
24 84. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the  
25 interpretation, implementation and enforcement of the terms of this Agreement and all orders and  
26 judgments entered in connection therewith pursuant to California Code of Civil Procedure Section  
27 664.6 and all other applicable statutes, and the Parties and their counsel hereto submit to the  
28

jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

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

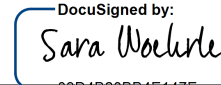
***Plaintiff:***

Date: 6/3/2022

DocuSigned by:  
  
BBB6484123B9448...  
By: \_\_\_\_\_  
Rachel Baldwin

***Plaintiff:***

Date: 6/3/2022

DocuSigned by:  
  
03D4B20BB4E147E...  
By: \_\_\_\_\_  
Sara Woehrle

***Defendant:***

FlexCare, LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
By:  
Its:

jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

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

***Plaintiff:***

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rachel Baldwin

***Plaintiff:***

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sara Woehrle

***Defendant:***

FlexCare, LLC

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
By: Nate Porter  
Its: Manager

# EXHIBIT A

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

*Rachel Baldwin and Sara Woehrle v. FlexCare, LLC*

Case No. 34-2020-00289550-CU-OE-GDS

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

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

**Dear <<Name>>,**

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

**You are eligible to receive an Individual Settlement Payment based on the number of weeks you worked for the Defendant during the Class Period (September 9, 2016, through >>>).**

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

**WHAT IS THIS LAWSUIT ABOUT?**

Plaintiff Sara Woehrle filed a class action against FlexCare, LLC on September 9, 2020, in San Mateo County Superior Court. Plaintiff Rachel Baldwin filed a representative action under PAGA against FlexCare, LLC on December 1, 2020, in Sacramento County Superior Court. Subsequently, Plaintiff Woehrle dismissed her lawsuit and joined the Baldwin lawsuit as a class representative through an amended complaint (the “Lawsuit”). In this Action, Plaintiffs assert claims on behalf of themselves, and on behalf of all nonexempt, hourly employees of Defendant who worked in the State of California as healthcare staff during the time period from September 9, 2016, to >>>. Plaintiffs Baldwin and Woehrle (“Plaintiffs”) allege that Defendant: (1) failed to provide reporting time pay; (2) failed to pay for all hours worked; (3) failed to pay minimum wage; (4) failed to pay overtime; (5) failed to authorize and/or permit meal breaks; (6) failed to authorize and/or permit rest breaks; (7) failed to timely pay all wages owed; (8) failed to furnish accurate wage statements; (9) engaged in unlawful business practices; and (10) owes civil penalties under Private Attorneys General Act (“PAGA”).

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit and further denies that, for any purpose other than that of settling this lawsuit, the Lawsuit is appropriate for class treatment. Defendant contends, among other things, that it complied at all times with the California Labor Code, and all other applicable laws. The Court has made no ruling and will make no ruling on the merits of the Lawsuit and its allegations and claims.

## **SUMMARY OF THE SETTLEMENT**

### **A. Why Is There a Settlement?**

The Court did **not** decide in favor of Plaintiffs or Defendant. Plaintiffs think they would have prevailed at a trial. Defendant does not think that Plaintiffs would have succeeded at trial. But there was no trial. Instead, both sides agreed to a Settlement to avoid the costs, risks, and uncertainty of a trial, and the Participating Class Members (i.e., Class Members who do not opt out of the Settlement as provided by this Notice) will get compensation for the claims released by the Settlement. Plaintiffs and their attorneys believe the Settlement is fair, reasonable and adequate and in the best interests of all Class members.

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

“Class Members” means all current and former hourly, nonexempt employees of Defendant who worked in the State of California as healthcare staff at any time within the period beginning September 9, 2016 **until >>>**. (“Class Period”).

“PAGA Members” means all current and former hourly, nonexempt employees of Defendant who worked in the State of California as healthcare staff at any time within the period beginning September 11, 2019 **until >>>**. (“PAGA Period.”)

### **C. What Does the Settlement Provide?**

#### **1. Settlement Amount.**

To settle the Lawsuit, the Defendant will pay a total of \$1,970,000 (“Gross Fund Value”). The following sums will be paid from the Settlement Amount: all Individual Settlement Payments to the Participating Class Members, Class Counsel Fees, Class Counsel Expenses, Incentive Awards to Plaintiffs, Settlement Administration Costs, and a payment to the California Labor and Workforce Development Agency and PAGA Members pursuant to PAGA (“PAGA Payment”).

#### **2. Net Settlement Amount.**

The Net Fund Value will be the Gross Fund Value minus Class Counsel Fees (up to \$689,500), Class Counsel Expenses (up to \$20,000), Incentive Awards to Plaintiffs (up to \$10,000 each), Settlement Administration Costs (up to \$**TBD**), and the PAGA Payment (up to \$40,000). The PAGA Payment shall be allocated as follows: \$30,000 to the State of California’s Labor and Workforce Development Agency (“LWDA”) and \$10,000 for distribution to PAGA Members as part of the Net PAGA Amount.

### 3. Your Individual Payment Amount.

The amount of your Individual Settlement Payment will be determined based on the number of weeks when you were employed from September 9, 2016, to >>>. ("Eligible Work Weeks").

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

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

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

### 4. Tax Matters.

Individual Settlement Payments shall be allocated as follows: (i) 20% as wages, subject to tax withholdings; and (ii) 80% as penalties and interest. Pursuant to applicable law, the Settlement Administrator will distribute IRS Forms W2 and 1099 (and any equivalent California forms) to Class Participating Class Members reflecting the payments received under the Settlement. Tax forms will be distributed at times and in the manner required by the Internal Revenue Code.

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

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

The lawyers representing Plaintiffs and the Class will be paid from the \$1,970,000 Gross Fund Value, subject to approval of the Court. The lawyers will request approval from the Court for payment of attorneys' fees of up to \$689,500 (i.e., thirty-five percent of the Gross Fund Value) ("Class Counsel Fees"), plus reimbursement of actual litigation costs up to \$20,000 ("Class Counsel Expenses"). The Court will review this request to determine if the amounts requested are fair. These payments are for services provided, and to be provided, to the Class, and to compensate the lawyers for the risk of bringing this case on a "contingent basis" where they invested time and all litigation costs with the chance of no recovery.

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

#### **E. What Do I Release under the Settlement?**

Upon the Effective Date and funding in full of the Gross Fund Value by Defendant, all Participating Class Members release all Released Parties from all Released Class Claims. “Released Class Claims” means wage and hour claims, rights, demands, liabilities and causes of action, whether known or unknown, arising during the Class Period, that were asserted or could have been asserted in the Action against Released Parties based on the facts alleged or ascertained during the pendency of the Action, under federal and state laws, including statutory, or common law claims for wages, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief or other relief under Business & Professions Code section 17200, et seq. based on the alleged Labor Code violations, including, without limitations, the following categories: (a) any and all claims for failure to provide reporting time pay; (b) any and all claims involving any alleged failure to pay employees for all hours worked, including but not limited to any claim for minimum, straight time, or overtime wages; (c) any and all claims involving any alleged failure to pay minimum wage; (d) any and all claims involving any alleged failure to pay overtime wages; (e) any and all claims arising under state law involving any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums as required by Labor Code section 226.7; (f) any and all claims involving any alleged failure to timely pay wages, including but not limited to any claim that Released Parties violated Labor Code sections 201, 202, or 204, and any claim for waiting time penalties under Labor Code section 203; (g) any and all claims for failure to provide accurate wage statements or maintain accurate business records; (h) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, et seq. The Released Class Claims expressly include release of all Released Parties regardless of whether the Released Party is expressly named or generally described. The Released Class Claims expressly excludes all other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers’ compensation, and claims outside of the Class Period.

Upon the Effective Date and funding in full of the Gross Fund Value by Defendant, all PAGA Members shall release all Released Parties from all Released PAGA Claims, irrespective of whether they opted-out of the Settlement and will be bound by this PAGA Release. The Released PAGA Claims are defined as all the claims asserted by PAGA Members for alleged violations of the California Labor Code and IWC Wage Order provisions which were or could have been identified in the PAGA Notice sent to the LWDA by Plaintiff Baldwin and further identified in the First-Amended Complaint that are alleged to have occurred during the PAGA Period (“Released PAGA Claims”).

“Released Parties” means Defendant and its past, present, and future agents of all types, employees, members, managers, officers, directors, partners, trustees, shareholders, owners, principals, attorneys, parents, subsidiaries, related entities, divisions, joint venturers, assigns, partners, indemnitees, persons to whom Defendant owes a duty to defend, predecessors, successors, affiliated organizations, insurers, joint employers, entities with whom Defendant contracted to provide healthcare staff, hospital and/or medical facility site employers of the Class Members and PAGA Members, managed-service providers or staffing agencies for whom Defendant supplied healthcare staff, and all persons acting by or through or in concert with any of them, and each of them, including any person or entity which Class Members and PAGA Members might seek to hold liable as joint employers for the claims asserted in the Action. Class Members and PAGA Members are expressly releasing any persons or entities included in

this definition even if such person or entity is not specifically named or whether such person or entity is known to Class Counsel, PAGA Members, or Class Members. The definition of Released Parties shall be interpreted as broadly as possible and no persons or entities are expressly excluded from the definition of Released Parties

## **THE FINAL APPROVAL HEARING**

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

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

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

## **WHAT ARE YOUR OPTIONS?**

### **• OPTION 1 – GET A PAYMENT**

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

### **• OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than [forty-five (45) days after the Class Notice is made]. The request to opt-out may state in substance: “I have read the Class Notice and I wish to opt-out of the class action and settlement of the case *Rachel Baldwin and Sara Woehrle v. FlexCare, LLC*, Case No. 34-2020-00289550-CU-OE-GDS” or a response in another verifiable format

advising the Settlement Administrator that you elect not to participate in the Settlement. The request to opt-out must contain your name, address, and signature. To be valid, the request to opt-out must be completed by you and must be timely mailed to the Settlement Administrator. Anyone who submits a timely and valid request to opt out shall not be deemed a Class Member and will not receive any payment as part of this Settlement, except as provided above.

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

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

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

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

**PLAINTIFF’S/CLASS COUNSEL:**

**SHAKOURI LAW FIRM**

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ash@shakourilawfirm.com  
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**KOUL LAW FIRM**

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nazo@koullaw.com  
3435 Wilshire Boulevard, Suite 1710  
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Telephone: (213) 761-5484  
Facsimile: (818) 561-3938

**DEFENDANT’S COUNSEL:**

Bruce M. Timm [SBN 199679]  
btimm@boutinjones.com  
Kimberly A. Lucia [SBN 266503]  
klucia@boutinjones.com  
BOUTIN JONES INC.  
555 Capitol Mall, Suite 1500  
Sacramento, CA 95691  
Telephone: (916) 321-4444  
Fax: (916) 441-7597

## **SETTLEMENT ADMINISTRATOR**

### **WHAT IF YOU NEED TO CHANGE OR UPDATE MY ADDRESS?**

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

### **ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

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

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

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

### **IMPORTANT:**

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If your Individual Settlement Payment check remains uncashed by the expiration of the 180 day period, the Settlement Administrator will pay over the amount represented by the uncashed check to the California State Controller’s Office in your name. If that happens, although you shall not receive the monies from your Individual Settlement Payment check (because the check shall be deemed null and void), you shall nonetheless be a Participating Class Member and will be bound by all terms of the Settlement and any Final Approval Order and Judgment entered in this Lawsuit if the Settlement is approved.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

# EXHIBIT B

**EXHIBIT B**

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
SUPERIOR COURT OF SACRAMENTO**

RACHEL BALDWIN, an individual, on behalf  
of herself, all aggrieved employees, and the State  
of California as a Private Attorneys General,

Plaintiffs,

vs.

FLEXCARE, LLC, a California Limited  
Liability Company, (dba FlexCare Medical  
Staffing); and DOES 1-50, inclusive,

Defendants.

Case No: 34-2020-00289550-CU-OE-GDS

**CLASS-ACTION**

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

1 On \_\_\_\_\_, a hearing was held on Plaintiffs Rachel Baldwin's and Sara  
2 Woehrle's ("Plaintiffs") Unopposed Motion for Preliminary Approval of the Class Action  
3 Settlement. Koul Law Firm and Shakouri Law Firm appeared for Plaintiffs and Boutin Jones Inc.  
4 appeared for Defendant FlexCare, LLC ("Defendant").

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

7 **IT IS ORDERED:**

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

11 3. The Class is defined as all of Defendant's current and former hourly, non-exempt  
12 employees who worked at any time in the State of California as healthcare staff within the period  
13 beginning September 9, 2016 and ending on \_\_\_\_\_ (the date the Court grants preliminary  
14 approval of the Settlement) (the "Class Period").

15 4. "PAGA Members" is defined as all of Defendant's non-exempt employees who  
16 worked for Defendant in the State of California as nurses or clinicians at any time from September  
17 11, 2019 and ending on \_\_\_\_\_ (the date the Court grants preliminary approval of the  
18 Settlement) (the "PAGA Period"). PAGA Members are a subset of the Class Members. The PAGA  
19 Representative is a PAGA Member.

20 2. Pursuant to the Agreement, the Class is conditionally certified for settlement purposes  
21 only.

22 3. The Parties' Agreement is granted preliminary approval as it meets the criteria for  
23 preliminary settlement approval. The Settlement falls within the range of possible approval as fair,  
24 adequate and reasonable, and appears to be the product of arm's-length and informed negotiations  
25 and to treat all Class Members fairly. Continued litigation would have been expensive for both  
26 sides. The Parties acknowledge that litigating and trying this action may have resulted in delay of  
27 any recovery, involved significant risk as to liability and certification, and led to possible appeals.  
28 Class Counsel received the relevant information for the Class. Plaintiffs have adequately

1 demonstrated that the Settlement did not occur until Plaintiffs and Class Counsel possessed  
2 sufficient information to evaluate the case and make an informed decision about the Settlement.

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

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

21 6. Any Class Member who wishes to object to the Settlement, the proposed Class  
22 Counsel Fees, Class Counsel Expenses, and/or Incentive Award will have the opportunity to do so  
23 at the Final Approval Hearing.

24 7. Class Counsel must file their application for Class Counsel Fees, Class Counsel  
25 Expenses concurrently with their motion for final approval of the Settlement.

26 8. ILYM Group Inc. is appointed to act as the Settlement Administrator, pursuant to the  
27 terms set forth in the Settlement.

1           9.    Koul Law Firm and Shakouri Law Firm are appointed as Class Counsel.

2           10.   Plaintiff Sara Woehrle is appointed as Class Representative.

3           11.   Defendant is directed to provide the Settlement Administrator with the Class  
4 Information as specified by the Agreement no later than 14 days after the date of entry of this Order.

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

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

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

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

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DATED: \_\_\_\_\_

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THE HON. RICHARD K. SUEYOSHI  
COUNTY OF SACRAMENTO SUPERIOR COURT

# EXHIBIT C

**EXHIBIT C**

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
SUPERIOR COURT OF SACRAMENTO**

RACHEL BALDWIN, an individual, on behalf  
of herself, all aggrieved employees, and the State  
of California as a Private Attorneys General,

Plaintiffs,

vs.

FLEXCARE, LLC, a California Limited  
Liability Company, (dba FlexCare Medical  
Staffing); and DOES 1-50, inclusive,

Defendants.

Case No: 34-2020-00289550-CU-OE-GDS

**CLASS-ACTION**

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

1 On \_\_\_\_\_, a hearing was held on Plaintiffs Rachel Baldwin's and Sara  
2 Woehrle's ("Plaintiffs") Unopposed Motion for Final Approval of the Class Action Settlement  
3 and Motion for Class Counsel Fees, Class Counsel Costs, and Incentive Awards, and Settlement  
4 Administration Costs. Koul Law Firm and Shakouri Law Firm appeared for Plaintiffs and Boutin  
5 Jones Inc. appeared for Defendant FlexCare LLC ("Defendant").

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

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

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

18 3. For settlement purposes only, the Court grants certification of the Class. The Class  
19 is defined as all of Defendant's current and former hourly, non-exempt employees who worked in  
20 the State of California as healthcare staff at any time within the period beginning September 9,  
21 2016 and ending on \_\_\_\_\_ (the date the Court grants preliminary approval of the  
22 Settlement) (the "Class Period"). "PAGA Members" is defined as all of Defendant's non-exempt  
23 employees who worked for Defendant in the State of California as nurses or clinicians at any time  
24 from September 11, 2019 and ending on \_\_\_\_\_ (the date the Court grants preliminary  
25 approval of the Settlement) (the "PAGA Period"). PAGA Members are a subset of the Class  
26 Members.

27 2. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action  
28 Settlement and Final Approval Hearing ("Class Notice") was sent to each Class Member by first-

1 class mail. The Class Notice informed Class Members of the terms of the Settlement, their right  
2 to receive an Individual Settlement Payment, their right to comment on or object to the Settlement  
3 and/or the attorneys' fees and costs, their right to elect not to participate in the Settlement, and  
4 their right to appear in person and/or by counsel at the Final Approval Hearing and be heard  
5 regarding approval of the Settlement. Adequate periods of time were provided by each of these  
6 procedures.

7 3. The Court finds and determines that this notice procedure afforded adequate  
8 protections to Class Members and provides the basis for the Court to make an informed decision  
9 regarding approval of the Settlement based on the responses of Class Members. The Court finds  
10 and determines that the Class Notice was the best notice practicable, which satisfied the  
11 requirements of law and due process.

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

17 5. The Court finds and determines that the all-inclusive Gross Fund Value in the  
18 amount of \$1,970,000.00 and the Individual Settlement Payments to be paid to the Participating  
19 Class Members under the Settlement are fair and reasonable. The Court hereby grants final  
20 approval to and orders the payment of those amounts be distributed to the Participating Class  
21 Members out of the Gross Net Value in accordance with the Agreement. Pursuant to the terms of  
22 the Agreement, the Settlement Administrator is directed to make the payments to each  
23 Participating Class Member.

24 6. The Court finds and determines that the Settlement Administration Costs for  
25 administering the Settlement, in the amount of \$ \_\_\_\_\_ is fair and reasonable. The Court  
26 hereby grants final approval to and orders that the payment of that amount be paid out of the  
27 Gross Fund Value to the Settlement Administrator in accordance with the Agreement.

1           7.       The Court finds and determines that the request by Plaintiffs for Incentive Awards  
2 is fair and reasonable and hereby orders that the requested payment in the amount of \$10,000 be  
3 paid to each Plaintiff out of the Gross Fund Value.

4           8.       The Court further finds and determines that the request by Class Counsel for Class  
5 Counsel Fee is fair and reasonable and hereby orders that \$689,500 (i.e., thirty-five percent of the  
6 Gross Fund Value) be paid to Koul Law Firm and Shakouri Law Firm out of the Gross Fund  
7 Value.

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

11          10.      Upon the Effective Date and funding in full of the Gross Fund Value by  
12 Defendant, all Participating Class Members release all Released Parties from all Released Class  
13 Claims. "Released Class Claims" means wage and hour claims, rights, demands, liabilities and  
14 causes of action, whether known or unknown, arising during the Class Period, that were asserted  
15 or could have been asserted in the Action against Released Parties based on the facts alleged or  
16 ascertained during the pendency of the Action, under federal and state laws, including statutory,  
17 or common law claims for wages, penalties, liquidated damages, interest, attorneys' fees,  
18 litigation costs, restitution, equitable relief or other relief under Business & Professions Code  
19 section 17200, et seq. based on the alleged Labor Code violations, including, without limitations,  
20 the following categories:(a) any and all claims for failure to provide reporting time pay; (b) any  
21 and all claims involving any alleged failure to pay employees for all hours worked, including but  
22 not limited to any claim for minimum, straight time, or overtime wages; (c) any and all claims  
23 involving any alleged failure to pay minimum wage; (d) any and all claims involving any alleged  
24 failure to pay overtime wages; (e) any and all claims arising under state law involving any alleged  
25 failure to properly provide meal periods and/or authorize and permit rest periods, to pay  
26 premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such premiums  
27 as required by Labor Code section 226.7; (f) any and all claims involving any alleged failure to  
28 timely pay wages, including but not limited to any claim that Released Parties violated Labor

Code sections 201, 202, or 204, and any claim for waiting time penalties under Labor Code section 203; (g) any and all claims for failure to provide accurate wage statements or maintain accurate business records; (h) any and all claims for unfair business practices in violation of Business and Professions Code sections 17200, et seq. The Released Class Claims expressly includes release of all Released Parties regardless of whether the Released Party is expressly named or generally described. The Released Class Claims expressly excludes all other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers' compensation, and claims outside of the Class Period.

11. Upon the Effective Date and funding in full of the Gross Fund Value by Defendant, all PAGA Members shall release all Released Parties from all Released PAGA Claims, irrespective of whether they opted-out of the Settlement and will be bound by this PAGA Release. The Released PAGA Claims are defined as all the claims asserted by PAGA Members for alleged violations of the California Labor Code and IWC Wage Order provisions which were or could have been identified in the PAGA Notice sent to the LWDA by Plaintiff Baldwin and further identified in the First-Amended Complaint that are alleged to have occurred during the PAGA Period ("Released PAGA Claims"). The Released Class Claims expressly includes release of all Released Parties regardless of whether the Released Party is expressly named or generally described.

12. Pursuant to the terms of the Agreement, Plaintiffs generally release their claims against the Released Parties. Plaintiffs' general releases shall include all such claims, whether known or unknown, by the releasing party. Thus, even if Plaintiffs discover facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' general releases, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' general releases, Plaintiffs expressly waive and relinquish all of the provisions and all of her rights and benefits under the provisions of section 1542 of the California Civil Code, which reads:

**A general release does not extend to claims which 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.**

13. Nothing in this Order shall preclude any action to enforce the Parties' obligations under the Settlement or under this Order, including the requirement that Defendant make payment in accordance with the Agreement.

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

15. The Parties entered into the Settlement solely for the purpose of compromising and settling disputed claims. Defendant in no way admits any violation of law or any liability whatsoever to Plaintiffs and the Class, individually or collectively, all such liability being expressly denied by Defendant.

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

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

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

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

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THE HON. RICHARD K. SUEYOSHI  
COUNTY OF SACRAMENTO SUPERIOR COURT