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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

CHUMANI BROWN, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

v.

MED ONE GROUP, an unknown business
entity; MED ONE CAPITAL, INC., an
unknown business entity; MED ONE
CAPITAL FUNDING, LLC, an unknown
business entity; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: RG21095229

Honorable Jeffrey Brand
Department 22

CLASS ACTION

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Notice of Motion and Motion for Preliminary
Approval of Class Action Settlement;
Declaration of Proposed Class Representative
(Chumani Brown); and [Proposed] Order filed
concurrently herewith]

Reservation ID:	247052013411
Date:	October 12, 2023
Time:	2:00 p.m.
Department:	22
Complaint Filed:	April 6, 2021
FAC Filed:	January 23, 2023
Trial Date:	August 19, 2024

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Chumani Brown (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by a prominent plaintiff-side law firm. At the prominent plaintiff-side law firm, his practice
9 focused on class actions and other complex cases involving toxic torts and products liability. In
10 addition, he gained substantial experience on cases involving insurance bad faith, premises
11 liability, and medical negligence. While employed by the prominent plaintiff-side law firm, he
12 argued approximately one hundred (100) motions, took or defended approximately one hundred
13 fifty (150) depositions, and prepared dozens of expert witnesses for deposition or trial. Since in
14 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
15 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
16 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
17 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
18 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
19 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at
20 the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
21 involving the executive, administrative, and other overtime exemptions to the State of California
22 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
23 has successfully obtained class certification by contested motion practice in approximately fifteen
24 (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
13 representative cases have resulted in settlements that have been granted court approval, including
14 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
15 class action or representative action cases which have resulted in settlement.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, and intervention. She has successfully
26 handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of California at Berkeley in 2001, and earned my Juris Doctor degree from Southwestern University School of Law in 2008. I was admitted to practice law in California in 2008. I am admitted to practice before all courts of the State of California and the Northern, Central, and Eastern federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked for over a decade at boutique firms providing estate and tax planning and other legal services to the special needs community, including, *inter alia*, representing clients at mediations with school districts and California Regional Centers, handling administrative proceedings involving special education and probate proceedings involving conservatorship, acting as court-appointed counsel for conservatees in Los Angeles Superior Court as a part of the Court’s Court Appointed Counsel (CAC) panel, and handling estate planning and property transfers.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted

1 final approval of the class action settlement. The Los Angeles County Superior Court Case
2 Number is BC400414.

3 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national retailer of household items involving allegations of
5 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court
7 Case Number is BC413498.

8 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national property management company involving
10 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
11 granted final approval of the class action settlement. The Los Angeles County Superior Court
12 Case Number is BC430918.

13 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class action against a national retailer involving allegations of misclassification of
15 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
16 certification. On August 26, 2013, the court granted final approval of the class action settlement.
17 The Los Angeles County Superior Court Case Number is BC424012.

18 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a bank, involving allegations of
20 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
21 granted final approval of the class and PAGA representative action settlement. The Kern County
22 Superior Court Case Number is S-1500-CV-273194-LHB.

23 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
24 wage-and-hour class and PAGA representative action against a national wholesale distributor of
25 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
26 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
27 representative action settlement. The Sacramento County Superior Court Case Number is 34-
28 2012-00136285.

1 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class action against a multinational corporation that provides global workplace
3 solutions, involving allegations of misclassification of the “Operations Manager” position. On
4 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
5 County Superior Court Case Number is BC478769.

6 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a national retailer of household
8 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
9 final approval of the class and PAGA representative action settlement. The San Francisco County
10 Superior Court Case Number is CGC-13-532344.

11 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action involving allegations of misclassification of
13 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
14 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
15 the class and PAGA representative action settlement. The Los Angeles County Superior Court
16 Case Number is BC474784.

17 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a national retailer of upscale
19 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
20 granted final approval of the class and PAGA representative action settlement. The Los Angeles
21 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
22 Coordination Proceeding Number is 4794.

23 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
25 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
26 settlement. The Los Angeles County Superior Court Case Number is BC488069.

27 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class action against a national retailer of apparel, accessories, and home products,

1 involving allegations of misclassification of the “Department Manager” position. On August 12,
2 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
3 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
4 County Superior Court Case Number is RG13680477.

5 m) LFJ represented the plaintiff in a PAGA representative action against a real
6 estate and property management company, on behalf of non-exempt employees. On November 4,
7 2016, the court granted approval of the PAGA representative action settlement. The Orange
8 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

9 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
11 exempt employees. On November 18, 2016, the court granted final approval of the class and
12 PAGA representative action settlement. The San Francisco County Superior Court Case Number
13 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

14 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
15 representative action against a foodservice distributor, on behalf of non-exempt employees. On
16 January 26, 2017, the court granted final approval of the class and PAGA representative action
17 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

18 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
19 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
20 employer’s motion to compel arbitration, which resulted in a published opinion by the California
21 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
22 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
23 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
24 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

25 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class and PAGA representative action against a consumer packaging company, on
27 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
28

1 and PAGA representative action settlement. The Los Angeles County Superior Court Case
2 Number is BC590429.

3 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a manufacturer of food service
5 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
6 approval of the class and PAGA representative action settlement. The Orange County Superior
7 Court Case Number is 30-2015-00810013-CU-OE-CXC.

8 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a lumber and hardware company on
10 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
11 and PAGA representative action settlement. The Orange County Superior Court Case Number is
12 30-2014-00747750-CU-OE-CXC.

13 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
14 representative action against a property management company, on behalf of non-exempt
15 employees. On June 14, 2017, the court granted final approval of the class and PAGA
16 representative action settlement. The Los Angeles County Superior Court Case Number is
17 BC586234.

18 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
19 representative action against a food company on behalf of non-exempt employees. On June 30,
20 2017, the court granted final approval of the class and PAGA representative action settlement. The
21 Sacramento County Superior Court Case Number is 34-2015-00175871.

22 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
23 representative action against a chocolate company on behalf of non-exempt employees. On July
24 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
25 The Alameda County Superior Court Case Number is RG15764300.

26 w) LFJ represented the plaintiff in a PAGA representative action, against the
27 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
28

1 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
2 Los Angeles County Superior Court Case Number is BC569664.

3 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
4 representative action against a manufacturer of plastic containers on behalf of non-exempt
5 employees. On October 31, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Los Angeles County Superior Court Case Number is
7 BC577233.

8 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
10 employees. On December 11, 2017, the court entered an order granting final approval of the class
11 and PAGA representative action settlement. The Los Angeles County Superior Court Case
12 Number is BC569646.

13 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a property management company
15 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
16 order granting final approval of the class and PAGA representative action settlement. The Los
17 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
18 Proceeding Number is 4819.

19 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a global provider of flexible office
21 space solutions. On February 15, 2018, the court entered an order granting final approval of the
22 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
23 Number is BC498401.

24 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
26 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
27 County Superior Court Case Number is VCU264528.
28

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed

1 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
2 notable decision from the California Supreme Court clarifying the law and finding, in part, that
3 employer arbitration agreements are unenforceable where they block a PAGA claim from
4 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
5 granted approval of the PAGA representative action settlement. The San Diego County Superior
6 Court Case Number is 34-2015-00175330.

7 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
8 wage-and-hour class and PAGA representative action against a medical equipment supplier on
9 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
10 for class certification and certified a class. The San Bernardino County Superior Court Case
11 Number is CIVDS1505744.

12 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
13 wage-and-hour class and PAGA representative action against a large national drug testing
14 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
15 plaintiff's motion for class certification and certified a class. The San Diego County Superior
16 Court Case Number is 37-2018-00019611-CU-OE-CTL.

17 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
19 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
20 court granted in part the plaintiff's motion for class certification and certified a class. The
21 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
22 Judicial Council Coordination Proceeding Number is 4930.

23 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
24 wage-and-hour class action against manufacturer and supplier of power products and services on
25 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
26 for class certification and certified a class. The San Diego County Superior Court Case Number is
27 37-2015-00025968-CU-OE-CTL.
28

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

oo) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants Med One Group, Med One Capital, Inc., and Med One Capital Funding, LLC ("Defendants" or "Med One"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Proposed Order filed concurrently with this declaration as "Exhibit A" and respectfully request that the Court approve this as well.

9. Based on information provided by Defendant, the Class is estimated to consist of approximately eighty (80) individuals.

10. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares

1 favorably with other complex wage and hour class and/or representative action settlements of
2 similar type given the strengths and weaknesses of the case; and (3) significant savings in
3 attorneys' fees and/or costs that would have only increased significantly had the case progressed
4 through certification, trial, and/or appeals.

5 11. Class Counsel has litigated the case for over two years and were actively preparing
6 the matter for class certification and trial. The Parties have engaged in extensive settlement
7 negotiations and participated in a formal, full-day mediation conducted by Jeffrey Krivis, a well-
8 respected mediator experienced in mediating complex labor and employment matters. Prior to
9 and during the mediation and settlement discussions, the Parties exchanged extensive information
10 and engaged in discussions regarding their evaluations of the case and various aspects of the case,
11 including but not limited to, the risks and delays of further litigation, the risks to the Parties of
12 proceeding with class certification and/or representative adjudication, the law relating to off-the-
13 clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and
14 enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among
15 other things. During all settlement discussions, the Parties conducted their negotiations at arm's
16 length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was
17 not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits and
18 at certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
19 certification and prevail at trial. After conducting investigations, informal discovery and exchange
20 of information, extensive settlement negotiations, and with the aid of the mediator's evaluation,
21 the Parties have agreed that the matter is well-suited for settlement given the legal issues relating
22 to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further
23 litigation. The Settlement is a fair, reasonable, and adequate resolution of the Plaintiff's and
24 Participating Class Members' Released Class Claims, and of the State of California's PAGA
25 Released Claims with respect to employment of Plaintiff and the PAGA Members, against the
26 Released Parties.

27 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
28 scope of the claims, and Class Counsel was preparing the action for class certification and trial.

1 Prior to engaging in mediation, Class Counsel conducted significant investigation and informal
2 discovery regarding the facts of the case, including and not limited to, the exchange, review, and
3 analysis of a large volume of documents and data obtained from Defendants, Plaintiff, and other
4 sources. The volume of data and documents that Class Counsel reviewed and analyzed included
5 and was not limited to: Plaintiff's personnel records (including records of requests for business
6 expense reimbursement, mileage logs, mileage reimbursement requests, authorization for
7 background investigation, and paystubs, among other information and documents); wage and
8 earnings statements for Plaintiff and redacted wage statements and paystubs for a sampling of
9 Class Members, job descriptions, salary information for various positions at Defendants' locations,
10 timesheets, meal and break information, and overtime information for a sampling of Class
11 Members; Defendants' Meal Period Waiver Agreement; multiple iterations of the Med One Group
12 Employee Handbook; Defendants' policies regarding paid time off, paid holidays, and various
13 forms of leave; Defendants' procedures, including clocking in or out for a shift, payment of
14 overtime, and regular pay periods; Defendant's stated policies re appearance and attendance
15 expectations, among other policies and procedures and documents. Class Counsel had the
16 opportunity to interview Plaintiff and other Class Members to gather facts and to identify potential
17 witnesses. Class Counsel also drafted pleadings, the mediation brief, and prepared for and attended
18 court proceedings, settlement negotiations, and the mediation, among other tasks.

19 13. Counsel for the Parties have also invested time researching and investigating the
20 applicable law, which is often evolving as it relates to certification, representative PAGA claims,
21 off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims
22 and damages, and Defendants' defenses thereto, as well as facts discovered. Based on our analysis,
23 the result achieved in this litigation is fair, adequate, and reasonable.

24 14. The Settlement provides for a Gross Settlement Amount of Four Hundred Fifty
25 Thousand Dollars (\$450,000.00). The Net Settlement Amount is the Gross Settlement Amount
26 less the following amounts, subject to approval by the Court: Class Counsel's Fees and Costs,
27 Settlement Administration Costs to Settlement Administrator, Class Representative Incentive
28 Payment, and PAGA Penalties. Assuming that the amounts allocated under the Settlement toward

1 these payments are awarded by the Court, the Net Settlement Amount that will be available for
2 distribution to Participating Class Members is currently estimated to be One Hundred Fifty Seven
3 Thousand Dollars and Zero Cents (\$157,000.00). Additionally, 25% of the PAGA Penalties (i.e.,
4 the Employee PAGA Portion), which is \$25,000.00 out of \$100,000.00, will be distributed to the
5 PAGA Members. The Gross Settlement Amount will be fully distributed in accordance with the
6 terms of the Settlement and there is no reversion to Defendants.

7 15. The Parties have agreed to retain Simpluris, Inc. (“Simpluris,” “Settlement
8 Administrator,” or “Administrator”) to handle the notice and settlement administration process.
9 The Parties respectfully request that the Court appoint Simpluris to handle these procedures and
10 serve as the Settlement Administrator. Defendants will provide the Settlement Administrator with
11 a list of Class Members that Defendants will compile from their records, which will include each
12 Class Member’s last known full name; last known mailing address; last known telephone number
13 (if available); Social Security number; start, end, and re-hire dates of employment as a Class
14 Member during the Class Period; and such other information as is necessary for the Settlement
15 Administrator to calculate individual Class Member Workweeks (collectively, “Class List”). The
16 Settlement Administrator will calculate each Participating Class Member’s estimated share of the
17 Net Settlement Amount (“Individual Settlement Share”) and estimated share of the Employee
18 PAGA Portion to each PAGA Member (“Individual PAGA Payment”). The Settlement
19 Administrator will also receive Requests for Exclusion, Objections, and disputes regarding
20 Workweeks; provide necessary reports and declarations; calculate, subtract, and transmit
21 necessary taxes and withholdings; prepare and submit informational and other tax filings and
22 documents; issue and transmit all payments provided for by the Settlement, including and not
23 limited to, mailing Individual Settlement Payment checks to Class Members and mailing
24 Individual PAGA Payment checks to PAGA Members; and perform any other usual and
25 customary duties for administering a class action settlement. Settlement Administration Costs are
26 currently estimated not to exceed Eight Thousand Dollars (\$8,000) and will be paid out of the
27 Gross Settlement Amount, subject to approval of the Court.

28 16. Based on investigation and information discovered, Class Counsel believes that

1 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
2 that Defendants, with respect to Plaintiff, the Class Members, and the PAGA Members, *inter alia*,
3 failed to properly pay overtime and minimum wages, failed to provide compliant meal and rest
4 periods and to pay associated premium pay, failed to timely pay wages during employment and
5 upon termination of employment, failed to provide compliant wage statements, failed to maintain
6 requisite payroll records, failed to reimburse necessary business expenses, and thereby engaged in
7 unfair business practices in violation of California Business and Professions Code section 17200,
8 *et seq.* and conduct giving rise to civil penalties recoverable under the Private Attorneys General
9 Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class
10 Members and PAGA Members were expected to perform similar job duties and were subject to
11 the same or similar operations and employment policies, practices, and procedures. Additionally,
12 Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff, the Class
13 Members, and the PAGA Members were substantially the same during the time period at issue.
14 As a result of said alleged uniform practices, Plaintiff claims that Class Members and PAGA
15 Members were not paid all of the compensation that was owed to them by Defendants. Thus, in
16 Class Counsel's view, it is clear that the outcome of this litigation would be determined by
17 Defendants' uniform operations and employment practices, policies, and procedures that Plaintiff
18 alleges applied across Defendants' hourly-paid or non-exempt or salaried customer relations
19 specialist employees in California during the Class Period.

20 17. Class Counsel is aware of the defenses and position of Defendants, but believes that
21 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
22 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
23 and the difficulties and delays inherent in such litigation, including those involved in class
24 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
25 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendants'
26 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
27 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
28 mediator, who is experienced and well-regarded in complex labor and employment matters.

1 18. Defendants, on the other hand, denied and continue to deny any liability and
2 wrongdoing of any kind associated with the allegations in the lawsuit, and further deny that the
3 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
4 the Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides
5 have also had the opportunity to interview witnesses and review documents and information
6 relating to Plaintiff's and Class Members' employment with Defendants, and Defendants'
7 operations and employment policies, practices, and procedures. The Parties also reviewed and
8 analyzed a large volume of documents and data, including but not limited to a detailed sampling
9 of Class Members' time and pay information, to determine the potential value and strength of the
10 claims. The available information enabled Class Counsel to assess and value the class and PAGA
11 claims and prepare violation, damages, and penalties analyses and models. Accordingly, the
12 Parties have conducted adequate investigation and discovery to be sufficiently informed of the
13 nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the
14 Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter
15 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well
16 as the costs and risks to both sides that would attend further litigation. The Settlement takes into
17 account the strengths and weaknesses of each side's position and the uncertainty of how the case
18 might have concluded at certification, trial, and/or appeals.

19 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
20 in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount
21 (i.e., \$157,500.00) and costs in an amount not to exceed Twenty Thousand Dollars (\$20,000.00),
22 which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should
23 be noted that Class Counsel has borne all of the risks and costs of litigation and will not receive
24 any compensation until recovery is obtained.

25 20. The Settlement Agreement provides for payment of up to Seven Thousand Five
26 Hundred Dollars (\$7,500.00) to Plaintiff as an incentive payment, to be paid out of the Gross
27 Settlement Amount subject to approval by the Court. Plaintiff spent considerable time and effort
28 to produce relevant documents and past employment records and to provide the facts and evidence

1 necessary to attempt to prove the allegations. Plaintiff was available whenever Class Counsel
2 needed Plaintiff, and actively tried to obtain information that would facilitate the pursuit of the
3 class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an incentive
4 payment, in addition to an individual settlement share, for services performed in the matter on
5 behalf of the Class, the PAGA Members, and State of California.

6 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
7 in the best interests of Plaintiff, the Class Members, and the State of California. Class Counsel
8 further submits that the Settlement is within an acceptable range of recovery for this type of
9 litigation given the strengths and weaknesses of the case, the inherent costs and risks of further
10 litigation, and the costs and risks associated with class certification, representative adjudication,
11 trial, and/or appeals.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed on this 2nd day of August 2023, at Glendale, California.

15 

16 _____
Annabel Blanchard

EXHIBIT 1

1 **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff CHUMANI BROWN
4 (“Plaintiff” or “Class Representative”) and Defendants MED ONE GROUP, MED ONE CAPITAL,
5 INC., and MED ONE CAPITAL FUNDING, LLC (collectively “Med One” or “Defendants”)
6 (collectively with Plaintiff, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiff, Class Members (as defined herein),
8 the State of California as to the employment of aggrieved employees (as set forth herein) and on
9 Defendants, subject to the terms and conditions hereof and the approval of the Court.

10 **DEFINITIONS**

11 1. “Action” refers to the putative class action entitled *Chumani Brown v. Med One*
12 *Group et al.*, filed in Alameda County Superior Court on April 6, 2021, Case No. RG21095229.

13 2. “Class Counsel” means Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and
14 Annabel Blanchard of Lawyers *for* Justice, P.C., counsel for Plaintiff, who will seek to be appointed
15 counsel for the Class.

16 3. “Class Counsel’s Fees and Costs” shall mean attorneys’ fees agreed upon by the
17 Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and
18 all costs incurred and to be incurred by Class Counsel in the Action, including, but not limited to,
19 costs associated with documenting the Settlement, providing any notices required as part of the
20 Settlement or Court order, securing the Court’s approval of the Settlement, administering the
21 Settlement, and expenses for any experts. Class Counsel will request attorneys’ fees not to exceed
22 thirty-five percent (35%) of the Gross Settlement Amount (i.e., up to One Hundred Fifty Seven
23 Thousand Five Hundred Dollars [\$157,500] if the Gross Settlement Amount remains \$450,000) and
24 reimbursement of actual costs and expenses associated with Class Counsel’s litigation and
25 settlement of the Action, in an amount not to exceed Twenty Thousand Dollars (\$20,000), subject
26 to Court approval.

27 4. “Class List” shall mean a complete list of all Class Members that Defendants will
28 diligently and in good faith compile from their records and provide to the Settlement Administrator

1 within thirty (30) calendar days after Preliminary Approval. The Class List will be formatted in a
2 readable Microsoft Office Excel spreadsheet and will include each Class Member's: (1) last known
3 full name; (2) last known mailing address; (3) last known telephone number (if available); (4) social
4 security number; (5) start, end, and re-hire dates of employment as a Class Member during the Class
5 Period; and (6) such other information as is necessary for the Settlement Administrator to be able to
6 calculate individual Class Member Workweeks. Because social security numbers are included in
7 the list, the Settlement Administrator will maintain the list in confidence, and shall only access and
8 use the list to administer the Settlement in conformity with the Court's orders.

9 5. "Class" or "Class Member(s)" shall mean (1) all individuals who are current or
10 former hourly-paid, non-exempt employees of Med One who worked in California at any time from
11 April 1, 2020 to May 8, 2022 ("Hourly Class Member(s)"); and (2) all individuals who are current
12 or former salaried customer relations specialists employees of Med One who were classified as
13 "exempt" and worked in California at any time from April 6, 2017 to May 8, 2022 ("Salaried Class
14 Member(s)");

15 6. "Class Period" means April 1, 2020 to May 8, 2022 for the Hourly Class Members
16 and April 6, 2017 to May 8, 2022 for the Salaried Class Members.

17 7. "Class Representative" shall mean Plaintiff Chumani Brown.

18 8. "Class Representative Incentive Payment" shall mean the amounts to be paid to the
19 Class Representative, as set forth in Paragraph 58 below, in addition to her Individual Settlement
20 Payment and Individual PAGA Payment, in recognition of her efforts in assisting with the
21 prosecution of the Action.

22 9. "Class Settlement" means the settlement and resolution of Released Class Claims.

23 10. "Court" shall mean the Alameda County Superior Court of California.

24 11. "Defendants" shall mean, collectively, Med One Group, Med One Capital Funding,
25 LLC and Med One Capital, Inc.

26 12. "Defense Counsel" shall mean Katherine C. Den Bleyker of Lewis Brisbois Bisgaard
27 & Smith LLP.

28 13. "Effective Date" shall mean the later of the following: (a) if no timely objections are

1 filed or if all objections are withdrawn, the date upon which the Court enters the Final Approval
2 Order and Judgment; (b) if an objection is filed and not withdrawn, the date after the last day for
3 filing an appeal from the Final Approval Order and Judgment and no such appeal being filed; (c) if
4 any timely appeals from the Final Approval Order and Judgment are filed, the date of the resolution
5 (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

6 14. "Employee PAGA Portion" shall mean the amount that is Twenty-Five percent
7 (25%) of the PAGA Penalties, in the amount of Twenty-Five Thousand Dollars and Zero Cents
8 (\$25,000.00), available for distribution to PAGA Members.

9 15. "Final Approval" shall mean the Court entering an order granting final approval of
10 the Settlement.

11 16. "Final Approval Hearing" shall mean the hearing at which the Court will consider
12 and determine whether the Settlement should be granted Final Approval.

13 17. "Gross Settlement Amount" shall mean the amount of Four Hundred Fifty Thousand
14 Dollars and Zero Cents (\$450,000.00) to be paid by Defendants in full resolution of all Released
15 Class Claims, Released PAGA Claims, and the Action, which is inclusive of the Class Counsel's
16 Fees and Costs, Class Representative Incentive Payment, Settlement Administration Costs, PAGA
17 Penalties (consisting of LWDA Payment and Employee PAGA Portion), and Individual Settlement
18 Shares. Defendants shall pay the Employer Taxes in addition to the Gross Settlement Amount. The
19 Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will
20 return to Defendants.

21 18. "Individual PAGA Payment" shall mean the amount payable from the Employee
22 PAGA Portion to each PAGA Member.

23 19. "Individual Settlement Payment" shall mean the amount payable from the Net
24 Settlement Amount to each Participating Class Member, which is the Participating Class Member's
25 Individual Settlement Share reduced by the employee's share of taxes and withholdings with respect
26 to the wage portion of the Individual Settlement Share, as provided in Paragraph 62 below.
27 Individual Settlement Payments shall be paid by a settlement check made payable to Participating
28 Class Members.

1 20. “Individual Settlement Share” shall mean the *pro rata* share of the Net Settlement
2 Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be
3 calculated in accordance with Paragraph 62 below.

4 21. “LWDA” shall mean the California Labor and Workforce Development Agency.

5 22. “LWDA Payment” shall mean the amount that is Seventy-Five percent (75%) of the
6 PAGA Penalties, in the amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), to
7 be paid to the LWDA.

8 23. “Net Settlement Amount” shall mean the portion of the Gross Settlement Amount
9 that is available for distribution to Participating Class Members after the following amounts are
10 deducted from the Gross Settlement Amount: (1) Class Counsel’s Fees and Costs, (2) Settlement
11 Administration Costs, (3) Class Representative Incentive Payment to Plaintiff, and (4) PAGA
12 Penalties to be paid to the LWDA and PAGA Members.

13 24. “Class Notice” shall mean the Notice of Class Action Settlement, substantially in the
14 form attached hereto as “**Exhibit A**,” that will be mailed to Class Members’ last known addresses
15 and which will provide Class Members with information regarding the Action and information
16 regarding the Settlement of the Action.

17 25. “PAGA” shall mean the Private Attorneys General Act of 2004 pursuant to
18 California Labor Code Section 2698, *et seq.*

19 26. “PAGA Member” or “PAGA Members” shall mean (1) all individuals who are
20 current or former hourly-paid, non-exempt employees of Med One who worked in California at any
21 time from April 1, 2020 to May 8, 2022 (“Hourly PAGA Member(s)”; and (2) all individuals who
22 are current or former salaried customer relations specialist employees of Med One who were
23 classified as “exempt” and worked in California from January 28, 2020 to May 8, 2022 (“Salaried
24 PAGA Member(s)”).

25 27. “PAGA Penalties” shall mean the amount that the Parties have agreed to allocate as
26 civil penalties in order to settle claims arising under PAGA. The Parties have agreed to allocate One
27 Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the Gross Settlement Amount as PAGA
28 Penalties. Seventy-Five percent (75%) of the PAGA Penalties in the amount of Seventy-Five

1 Thousand Dollars and Zero Cents (\$75,000.00) shall be paid directly to the LWDA (i.e., the LWDA
2 Payment) in accordance with Labor Code §§ 2698 *et seq.* The remaining Twenty-Five percent (25%)
3 of the PAGA Penalties in the amount of Twenty-Five Thousand Dollars and Zero Cents
4 (\$25,000.00), shall be distributed to PAGA Members (collectively, the amount is the “Employee
5 PAGA Portion” and individually these payments are “Individual PAGA Payment(s)”). PAGA
6 Members will receive an Individual PAGA Payment regardless of their decision to participate in (or
7 opt out of) the Class Settlement, if the PAGA Penalties are approved by the Court.

8 28. “PAGA Period” shall mean April 1, 2020 to May 8, 2022 for the Hourly PAGA
9 Group Members and January 28, 2020 to May 8, 2022 for the Salaried PAGA Group Members.

10 29. “PAGA Settlement” means the settlement and resolution of Released PAGA Claims.

11 30. “PAGA Workweeks” shall mean the number of weeks of employment for each
12 PAGA Member during the PAGA Period. The Settlement Administrator will calculate the number
13 of PAGA Workweeks by calculating the number of days each PAGA Member was employed during
14 the PAGA Period, and dividing by seven (7).

15 31. “Parties” shall mean Plaintiff and Defendants as defined above.

16 32. “Participating Class Members” shall mean all Class Members who do not submit a
17 valid and timely Request for Exclusion.

18 33. “Participating Hourly Class Members” shall mean all Hourly Class Members who
19 do not submit a valid and timely Request for Exclusion.

20 34. “Participating Salaried Class Members” shall mean all Salaried Class Members who
21 do not submit a valid and timely Request for Exclusion.

22 35. “Plaintiff” shall mean Chumani Brown.

23 36. “Preliminary Approval” shall mean the Court entering an order granting preliminary
24 approval of the Class Settlement.

25 37. “Objection” shall mean a Class Member’s complete and timely written objection to
26 the Class Settlement. For an Objection to be complete, it must include: (a) the Participating Class
27 Member’s full name, address, telephone number, last four digits of his or her Social Security
28 number, and signature; (b) the title of the Action or something similar to the title of the Action (e.g.,

1 “Chumani Brown v. Med One Group et al.,” (c) a written statement of all grounds for the objection
2 accompanied by legal support, if any, for such objection; (d) whether the Participating Class
3 Member intends to appear at the Final Approval Hearing, either in person or through counsel; and
4 (e) if represented by separate counsel, the name, address, bar number, and telephone number of the
5 Participating Class Member’s representing attorney. For an Objection to be timely, it must be post-
6 marked by the Response Deadline and received by the Settlement Administrator.

7 38. “Released Class Claims” shall collectively mean any and all claims, demands, rights,
8 liabilities and causes of action against the Released Parties that were pled in the Operative
9 Complaint, or which could have been pled in the Operative Complaint based on the factual
10 allegations therein, that arose during the Class Period, including but not limited to causes of action
11 for failure to pay overtime wages (Cal. Lab. Code §§ 204, 510, 1194, 1197, 1198, and applicable
12 provisions of the relevant Industrial Wage Order); failure to provide meal periods and associated
13 premium payments (Cal. Lab. Code §§ 226.7, 512, and applicable provisions of the relevant
14 Industrial Wage Order); failure to provide rest periods and associated premium payments (Cal. Lab.
15 Code §§ 226.7, 512, 516, and applicable provisions of the relevant Industrial Wage Order); failure
16 to pay minimum wage (Cal. Lab. Code §§ 558, 1194, 1197, 1197.1, 1198 and applicable provisions
17 of the relevant Industrial Wage Order); failure to timely pay wages upon termination of employment
18 and waiting time penalties (Cal. Lab. Code §§ 201, 202, 203); failure to timely pay wages during
19 employment (Cal. Lab. Code §§ 204); failure to furnish accurate wage statements (Cal. Lab. Code
20 § 226, *et seq.*); failure to keep requisite payroll records (Cal. Lab. Code § 1174); failure to reimburse
21 business expenses (Cal. Lab. Code §§ 2800, 2802); all claims for unfair competition (Cal. Bus. &
22 Prof. Code §§ 17200, *et seq.*) based on the aforementioned alleged California Labor Code violations,
23 and all claims for attorneys’ fees and costs relating to the Released Class Claims, that could have
24 been premised on the facts, claims, causes of action or legal theories described above.

25 39. “Released PAGA Claims” shall mean all claims, demands, rights, liabilities and
26 causes of action for civil penalties under California Labor Code Private Attorneys General Act of
27 2004 (Cal. Lab. Code § 2698 *et seq.*) against the Released Parties, based on the January 28, 2021
28 Notice to the Labor & Workforce Development Agency, that arose during the PAGA Period,

1 including but not limited to claims for civil penalties for violations of California Labor Code §§
2 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800,
3 and 2802, and applicable Wage Orders of the Industrial Welfare Commission, including but not
4 limited to Industrial Welfare Commission Wage Order Nos. 4-2001 and 7-2001, and all related
5 claims for attorneys' fees and costs.

6 40. "Released Parties" shall mean Defendants and each of their parent companies,
7 subsidiaries, affiliates, d/b/a's, current and former management companies, shareholders, members,
8 owners, agents (including without limitation, any investment bankers, accountants, insurers,
9 reinsurers, attorneys and any past, present or future officers, directors and employees), and any of
10 their predecessors, successors, and assigns.

11 41. "Request for Exclusion" shall mean a written statement submitted by a Class
12 Member requesting to be excluded from the Class Settlement. To be valid, the Request for Exclusion
13 must contain: (a) the Class Member's full name, address, telephone number, and the last four digits
14 of the Class Member's Social Security number, signature, and date; and (b) a clear statement
15 referencing the case title of the Action and requesting to be excluded from the settlement of the class
16 claims similar to the following: "I wish to exclude myself from the class settlement reached in the
17 matter of *Chumani Brown v. Med One Group*. To be timely, the Request for Exclusion must be post-
18 marked by the Response Deadline and received by the Settlement Administrator.

19 42. "Response Deadline" shall mean the date that is sixty (60) days after the Settlement
20 Administrator mails the Class Notice to Class Members and the last date on which Class Members
21 may submit Requests for Exclusion from the Class Settlement, written Objections to the Class
22 Settlement, or Workweek disputes. In the event the 30th day falls on a Sunday or Federal holiday,
23 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.
24 The Response Deadline for Requests for Exclusion or Objections will be extended fifteen (15)
25 calendar days for any Class Member who is re-mailed a Class Notice by the Settlement
26 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response
27 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
28 Deadline may also be extended by express agreement between Class Counsel and Defendant. Under

1 no circumstances, however, will the Settlement Administrator have the authority to unilaterally
2 extend the Response Deadline.

3 43. "Settlement Administrator" shall mean Simpluris, Inc., or any other third-party class
4 action settlement administrator agreed to by the Parties and approved by the Court for purposes of
5 administering this Settlement. The Parties each represent that they do not have any financial interest
6 in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
7 that could create a conflict of interest.

8 44. "Settlement Administration Costs" shall mean the costs payable from the Gross
9 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering
10 this Settlement, including, but not limited to, printing, distributing, and tracking documents for this
11 Settlement, calculating/confirming the Workweeks from the information contained in the Class List,
12 calculating each Participating Class Member's Individual Settlement Share and Individual
13 Settlement Payment, calculating each PAGA Member's Individual PAGA Payment, tax reporting,
14 distributing payments due under the Settlement, providing necessary reports and declarations, and
15 other duties and responsibilities set forth herein to process this Settlement, and as requested by the
16 Parties or the Court. Settlement Administration Costs shall not exceed Eight Thousand Dollars
17 (\$8,000).

18 45. "Workweeks" shall mean the number of weeks each Class Member worked at Med
19 One during the Class Period. The Settlement Administrator will calculate the number of Workweeks
20 by calculating the number of days each Class Member worked at Med One during the Class Period,
21 and dividing by seven (7).

22 RECITALS

23 46. On January 28, 2021, Plaintiff provided written notice by online submission to the
24 Labor and Workforce Development Agency and by certified mail to Defendants of the specific
25 provisions of the California Labor Code that were allegedly violated, a true and correct copy of
26 which is attached hereto as "Exhibit B" ("January 28, 2021 Notice to the Labor & Workforce
27 Development Agency").

28 47. On April 6, 2021, Plaintiff commenced the Action by filing a Complaint for

1 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698,
2 Et Seq.

3 48. On June 7, 2021, Defendants filed an Answer to Plaintiff's Complaint, denying all
4 material allegations set forth in the Action and asserting numerous affirmative defenses.

5 49. On December 7, 2022, Plaintiff filed a First Amended Class Action Complaint for
6 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §2698,
7 Et. Seq. ("Operative Complaint") alleging eleven (11) causes of action against Defendants for failure
8 to properly pay minimum and overtime wages, provide compliant meal and rest periods and
9 associated premium payments, timely pay wages during employment and pay associated waiting-
10 time penalties, timely pay wages upon termination of employment, provide compliant wage
11 statements, maintain complete and accurate payroll records, reimburse necessary business-related
12 expenses, for unfair business practices (pursuant to California Business and Professions Code
13 Section 17200 et seq.), and civil penalties pursuant to PAGA.

14 50. Class Counsel in the Action diligently investigated the claims against Defendants,
15 including any and all applicable defenses and the applicable law, and obtained and reviewed
16 extensive information, data, and documents to assess the claims and allegations.

17 51. The Parties also engaged in an exchange of informal discovery prior to attending a
18 private mediation in an effort to resolve the case. On February 9, 2022, the Parties attended a full-
19 day, private mediation with an experienced wage and hour mediator, Jeffrey Krivis, and reached an
20 agreement to settle the present case shortly thereafter, pursuant to Mr. Krivis' mediator's proposal.

21 52. The settlement discussions were conducted at arm's-length, and the Settlement is the
22 result of an informed and detailed analysis of Defendants' potential liability and total exposure in
23 relation to the costs and risks associated with continued litigation. Based on the documents
24 produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel
25 believes that the settlement with Defendants for the consideration and on the terms set forth in this
26 Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
27 Members in light of all known facts and circumstances, including the risk of significant delay and
28 uncertainty associated with litigation and various defenses asserted by Defendants.

1 **TERMS OF AGREEMENT**

2 53. Settlement Consideration. Defendants shall fund the Gross Settlement Amount
3 following Final Approval by the Court and the occurrence of the Effective Date. The following will
4 be paid out of the Gross Settlement Amount: (1) Class Counsel's Fees and Costs, (2) Settlement
5 Administration Costs, (3) Class Representative Incentive Payment to Plaintiff, (4) PAGA Penalties
6 to be paid to the LWDA and PAGA Members, and (5) the Individual Settlement Shares to be paid
7 to Participating Class Members. Any employer-side payroll taxes due on the Individual Settlement
8 Shares shall be paid by Defendants separately from and in addition to the Gross Settlement Amount.
9 Aside from the employer-side payroll taxes noted, or at the option of Defendants as specified in
10 Paragraph 54 below, Defendants shall not be required under any circumstances to pay more than the
11 Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the
12 Gross Settlement Amount will revert to Defendants.

13 54. Defendants' Option to Increase the Gross Settlement Amount. As of February 9,
14 2022, Defendants represented that the number of total Workweeks through February 9, 2022 was
15 Four Thousand Six Hundred (4,600). If the actual number of Workweeks for Hourly Class Members
16 during the period April 1, 2020 to May 8, 2022 and Workweeks for Salaried Class Members during
17 the April 6, 2017 to May 8, 2022 is more than Five Thousand Sixty (5,060), then Defendants shall,
18 in their sole discretion, have the option to either:

- 19 (a) end the Class Period and end the PAGA Period on the date that the
20 total Workweeks reach 5,060; or
21 (b) increase the Gross Settlement Amount, as defined in Paragraph 17
22 above, on a proportional basis for Workweeks in excess of Five
23 Thousand Sixty (5,060).

24 55. Funding of the Gross Settlement Amount. Within twenty-one (21) calendar days of
25 the Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount into a
26 Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants
27 shall provide all information necessary for the Settlement Administrator to calculate necessary
28 payroll taxes including their official name, eight (8) digit state unemployment insurance tax ID

number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days of the Effective Date.

56. Distribution of the Gross Settlement Amount. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue the following payments: (1) Individual Settlement Payment checks to all Participating Class Members and Individual PAGA Payment checks to all PAGA Members; (2) LWDA Payment to the LWDA; (3) the Class Representative Incentive Payment to Plaintiff; (4) Class Counsel's Fees and Costs to Class Counsel, and (5) Settlement Administration Costs to the Settlement Administrator.

57. Class Counsel's Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., One Hundred Fifty-Seven Thousand Five Hundred Dollars (\$157,500) if the Gross Settlement Amount remains \$450,000) plus the reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an amount not to exceed Twenty Thousand Dollars (\$20,000), subject to Court approval, which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded by the Court to Class Counsel shall become part of the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement. Any adjustments made by the Court to the requested fees and costs shall not be deemed a material modification of this Agreement.

58. Class Representative Incentive Payment. Defendants agree not to oppose or object to any application or motion by Plaintiff for a Class Representative Incentive Payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00). The Class Representative Incentive Payment to Plaintiff is in exchange for the release of Released Class Claims, release of Released PAGA Claims, and general release of Plaintiff's individual claims, as provided herein, and for Plaintiff's time, effort, and risk in bringing and prosecuting the Action. Any adjustments made by the Court to the requested Class Representative Incentive Payment shall not be deemed a material modification of this Agreement. In the event that the Court reduces or does not approve the requested Class Representative Incentive Payment, the Settlement Agreement remains in full force and effect;

1 Plaintiff shall not have the right to revoke the Agreement for that reason; it shall remain binding;
2 and any portion of the requested Class Representative Incentive Payment that is not awarded to the
3 Class Representative shall become part of the Net Settlement Amount and distributed to
4 Participating Class Members as provided in this Agreement.

5 59. Settlement Administration Costs. The Settlement Administrator will be paid for the
6 reasonable costs of administration of the Settlement and distribution of payments from the Gross
7 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not
8 exceed Eight Thousand Dollars (\$8,000). To the extent that Settlement Administration Costs are
9 less than Eight Thousand Dollars (\$8,000), the difference between Eight Thousand Dollars (\$8,000)
10 and the actual costs of settlement administration shall become part of the Net Settlement Amount
11 and distributed to Participating Class Members as provided in this Agreement.

12 60. PAGA Penalties. One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of
13 the Gross Settlement Amount shall be allocated from the Gross Settlement Amount for settlement
14 of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five
15 percent (75%) of the PAGA Penalties, or Seventy-Five Thousand Dollars and Zero Cents
16 (\$75,000.00), to the LWDA (i.e., the LWDA Payment). The remaining twenty-five percent (25%)
17 of the PAGA Penalties, or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (i.e., the
18 Employee PAGA Portion), will be distributed to PAGA Members on a *pro rata* basis based on their
19 PAGA Workweeks. PAGA Members shall be issued payment of their share of the Employee PAGA
20 Portion regardless of their decision to opt-out of the Class Settlement.

21 61. Net Settlement Amount for Payment of Class Claims. The Net Settlement Amount
22 will be distributed to Participating Class Members through Individual Settlement Shares in
23 accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

24	Gross Settlement Amount	\$ 450,000.00
25	Class Representative Incentive Payment:	\$ 7,500.00
26	Class Counsel's Fees:	\$ 157,500.00
27	Class Counsel's Costs:	\$ 20,000.00
28	PAGA Penalties:	\$ 100,000.00

Settlement Administration Costs: \$ 8,000.00

Estimated Net Settlement Amount: \$ 157,000.00

62. Calculations of Payments to Participating Class Members and PAGA Members.

(a) Calculation of Individual Settlement Shares. The Settlement Administrator will determine the total number of Workweeks for each Participating Class Member and the total aggregated number of Workweeks worked by all Participating Class Members during the Class Period. The Settlement Administrator will be provided with such information, by Defendant, as is necessary to calculate each Participating Class Member's Workweeks and the aggregated number of Workweeks. The amount that each Participating Class Member will be eligible to receive will be calculated by dividing each Participating Class Member's individual Workweeks by the total Workweeks of all Participating Class Members, and multiplying the resulting fraction by the Net Settlement Amount.

(b) Calculation of Individual PAGA Payments. The Settlement Administrator will determine the total number of PAGA Workweeks for each PAGA Member and the total aggregated number of PAGA Workweeks worked by all PAGA Members during the PAGA Period. The Settlement Administrator will be provided with such information, by Defendant, as is necessary to calculate each PAGA Member's PAGA Workweeks and the aggregated number of PAGA Workweeks. The amount that each PAGA Member will receive will be calculated by dividing each PAGA Member's individual PAGA Workweeks by the total PAGA Workweeks of all PAGA Members, and multiplying the resulting fraction by the Employee PAGA Portion. PAGA Members shall be issued payment of their Individual PAGA Payment regardless of whether they opt out of the Class Settlement.

(c) Tax Allocation of Individual Settlement Payments and Individual PAGA Payments. All Individual Settlement Shares will be allocated as follows: thirty-three and one third percent (33.33%) of each Individual Settlement Share will be allocated as wages, and sixty-six and two thirds percent (66.66%) shall be allocated as interest, penalties, and non-wage damages. The portion of the Individual Settlement Shares allocated to wages

1 will be reported by the Settlement Administrator on an IRS Form W-2, and the portion of
2 the Individual Settlement Shares allocated to interest, penalties, and non-wage damages will
3 be reported by the Settlement Administrator on an IRS Form-1099 (if required). The
4 Individual PAGA Payments are non-wage payments that will be reported by the Settlement
5 Administrator on an IRS Form-1099 (if required).

6 63. No Credit Toward Benefit Plans. The payments made to Plaintiff, Participating Class
7 Members, and PAGA Members under this Settlement, will not be utilized to calculate any additional
8 benefits under any benefit plans to which any Participating Class Members and/or PAGA Members
9 may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
10 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
11 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or
12 amounts to which any Participating Class Members and/or PAGA Members may be entitled under
13 any benefit plans.

14 64. Settlement Administration Process. The Parties agree to cooperate in the
15 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
16 and expenses incurred in administration of the Settlement. The Settlement Administrator will
17 provide the following services:

- 18 (a) Establish and maintain a Qualified Settlement Fund.
- 19 (b) Calculate the Individual Settlement Payment that each Participating Class
20 Member shall receive and the Individual PAGA Payment that each PAGA
21 Member shall receive.
- 22 (c) Print and mail the Class Notice.
- 23 (d) Perform address searches as detailed in Paragraph 67, including conduct
24 additional address searches and skip traces for mailed Class Notices that are
25 returned as undeliverable.
- 26 (e) Process Requests for Exclusion, Objections, calculate Participating Class
27 Members' Individual Settlement Payments and PAGA Members' Individual
28 PAGA Payments, field inquiries or disputes from Class Members and/or PAGA

Members. This service will include payment calculations, printing and issuance of settlement payment checks, and preparation of any necessary IRS W2 and 1099 Tax Forms. Basic accounting for and payment of employee tax withholdings will also be included as part of this service.

(f) Inform Defendants of their employer-side payroll tax liability and making all necessary deposits and payments to the necessary taxing authorities for the payments received for employer-share of payroll taxes.

(g) Supply Class Counsel with a draft declaration at the conclusion of the period for submission of Requests for Exclusion, Objections, and Workweeks disputes.

(h) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court.

(i) Provide weekly status reports to counsel for the Parties.

(j) Posting a copy of the Final Approval Order and Judgment online at the Settlement Administrator's website for a period of sixty (60) days pursuant to California Rule of Court 3.769.

65. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

66. Class Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

67. Confirmation of Contact Information in the Class List. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent within five (5) business days via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such

1 re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator
2 will promptly attempt to determine the correct address using a skip-trace, or other comparable search
3 database, using the name, address and/or Social Security number of the Class Member involved,
4 and will then perform a single re-mailing of the Class Notice within five (5) business days. If any
5 Class Notice sent to a Class Member who is a current employee is returned to the Settlement
6 Administrator as undeliverable, then, the Settlement Administrator shall request that Defendants
7 undertake reasonable efforts to facilitate the Settlement Administrator's obtaining the current
8 address from the Class Member within seven (7) calendar days of the Settlement Administrator's
9 request for assistance. Those Class Members to whom a Class Notice is re-mailed, whether by skip-
10 trace or by request, will have their Response Deadline extended to the date that is fifteen (15)
11 calendar days after the original Response Deadline.

12 68. Class Notice. All Class Members will be mailed a Class Notice. Each Class Notice
13 will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's
14 principal terms; (c) the Class definition; (d) the total individual number of Workweeks credited to
15 each respective Class Member for the Class Period; (e) the total individual number of Workweeks
16 credited to each respective PAGA Member for the PAGA Period; (f) the estimated Individual
17 Settlement Share he or she is eligible to receive and the formula for calculating the Individual
18 Settlement Share; (g) the estimated Individual PAGA Payment he or she is eligible to receive and
19 the formula for calculating the Individual PAGA Payment; (h) the dates which comprise the Class
20 Period and PAGA Period; (i) the deadlines by which the Class Member must postmark Requests for
21 Exclusion from the Class Settlement, Objections to the Class Settlement, or Workweeks disputes;
22 (j) the claims to be released, as set forth herein; and (k) the Final Approval Hearing date, time, and
23 location.

24 69. Workweeks Dispute. Class Members and PAGA Members will have an opportunity
25 to dispute the number of Workweeks during the Class Period and/or PAGA Period which they have
26 been credited in writing. Such disputes must: (a) contain the disputing individual's full name,
27 address, telephone number, and the last four digits of his or her Social Security number, signature,
28 and date; (b) the title of the Action or something similar to the title of the Action (e.g., "Chumani

1 Brown v. Med One Group et al.”); (c) contain a clear statement explaining that the Class Member
2 and/or PAGA Member disputes the number of Workweeks credited to him or her during the Class
3 Period and/or PAGA Period and the reasons for doing so; and (d) if available, attach documentation
4 to support the Class Member and/or PAGA Member’s position. The date of the postmark on the
5 return mailing envelope receipt confirmation will be the exclusive means to determine whether a
6 Workweeks dispute has been timely submitted. All Workweeks disputes must be submitted to the
7 Settlement Administrator, who will certify jointly to Class Counsel and Defense Counsel the
8 Workweeks dispute were timely submitted. Absent evidence rebutting Defendants’ records,
9 Defendants’ records will be presumed determinative. However, if a Class Member and/or PAGA
10 Member produces evidence contrary to Defendants’ records by the Response Deadline, the
11 Settlement Administrator shall notify Class Counsel and Defense Counsel to discuss and resolve the
12 dispute, including providing all available relevant information to all counsel. The Parties will resolve
13 all disputes jointly, which shall be final and binding on any Class Member and/or PAGA Member
14 disputing Workweeks, and shall thereafter instruct the Settlement Administrator how to proceed in
15 processing the dispute. If the Parties cannot reach an agreement, disputes shall be referred to the
16 Settlement Administrator for a determination and if the dispute remains unresolved after that, the
17 dispute shall be submitted to the Court for final determination. All such disputes are to be submitted
18 to the Court prior to the Final Approval Hearing, for resolution by the Court.

19 70. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
20 Class Settlement must sign and postmark a written Request for Exclusion to the Settlement
21 Administrator by the Response Deadline. The Request for Exclusion in conformity with Paragraph
22 41 above. The date of the postmark on the return mailing envelope receipt confirmation will be the
23 exclusive means to determine whether a Request for Exclusion has been timely submitted. All
24 Requests for Exclusion must be submitted to the Settlement Administrator, who will certify jointly
25 to Class Counsel and Defense Counsel the Requests for Exclusion that were timely submitted. All
26 Class Members who do not request exclusion from the Class Settlement will be bound by the Class
27 Settlement if the Settlement is granted final approval by the Court. All PAGA Members will be
28 bound to the PAGA Settlement regardless of whether or not they submit a valid and timely Request

1 for Exclusion.

2 71. Defendants' Right to Rescind. If ten percent (10%) or more of the Class Members
3 elect not to participate in the Settlement, Defendants may, at their own individual election, rescind
4 the Agreement and all actions taken in furtherance of it will be thereby null and void. Defendants
5 must meet and confer with Class Counsel prior to exercising this right and must make clear their
6 intent to rescind the Agreement within thirty (30) calendar days of the Response Deadline. If
7 Defendants exercise their right to rescind the Agreement, Defendants shall be responsible for all
8 Settlement Administration Costs incurred to the date of rescission.

9 72. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
10 Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and valid
11 Request for Exclusion will be bound by all of its terms, including those pertaining to the release of
12 Released Class Claims, as well as any Judgment that may be entered by the Court if it grants Final
13 Approval to the Class Settlement. Class Members who opt-out of the Class Settlement shall not be
14 bound by the Judgment or release of Released Class Claims, however, they will still be bound to the
15 PAGA Settlement and Judgment with respect thereto if they are a PAGA Member.

16 73. Objection Procedures. To object to the Class Settlement in writing, a Participating
17 Class Member must postmark a complete Objection to the Settlement Administrator on or before
18 the Response Deadline. The Objection must be in conformity with Paragraph 37 above. The
19 postmark date will be deemed the exclusive means for determining that the Objection is timely.
20 Participating Class Members who fail to object in the manner specified above will be foreclosed
21 from making a written Objection, but shall still have a right to appear at the Final Approval Hearing
22 in order to orally present his or her objection to the Court. At no time will any of the Parties or their
23 counsel seek to solicit or otherwise encourage Participating Class Members to submit objections to
24 the Settlement or appeal from Final Approval of the Settlement. Class Counsel will not represent
25 any Class Members with respect to any objections to the Settlement.

26 74. Certification Reports and Declarations.

27 a. The Settlement Administrator will provide Defense Counsel and Class
28 Counsel a weekly report which certifies: (a) the number of Class Members who have submitted

1 Requests for Exclusion; (b) the number of re-mailed and/or undeliverable Class Notices; and (c)
2 whether any Class Member and/or PAGA Member has submitted a Workweeks dispute. The
3 Settlement Administrator will also provide a declaration for filing with the Court in advance of the
4 Final Approval Hearing that: (a) provides the number of Class Members who have submitted timely
5 and valid Requests for Exclusion and provides these individuals' names; (b) provides the number
6 of re-mailed and/or undeliverable Class Notices; (c) attaches copies of all Objections received; and
7 (d) provides such other data and information as Class Counsel and Defense Counsel deem
8 appropriate (e.g., a breakdown of how settlement funds are contemplated to be distributed and
9 estimated average payment amounts).

10 b. Additionally, the Settlement Administrator will provide to counsel for all
11 Parties any updated reports regarding the administration of the Settlement Agreement as needed or
12 requested.

13 75. Cancellation of Settlement Checks. Any checks issued by the Settlement
14 Administrator to Participating Class Members and PAGA Members will be negotiable for one
15 hundred eighty (180) calendar days after initial issuance, thereafter, the check will be cancelled and
16 the funds associated with such cancelled checks, subject to Court approval, shall be distributed to
17 Legal Aid at Work. The Parties each represent that they do not have any financial interest in Legal
18 Aid at Work or otherwise have a relationship with Legal Aid at Work that could create a conflict of
19 interest. The Individual Settlement Payments provided to Participating Class Members and to
20 PAGA Members shall prominently state the expiration date or a statement that the settlement
21 payment check will expire in one hundred eighty (180) days, or alternatively, such a statement may
22 be made in a letter accompanying the check(s). Expired checks will not be reissued, except for good
23 cause and as mutually agreed by the Parties in writing.

24 76. Administration of Taxes by the Settlement Administrator. The Settlement
25 Administrator will be responsible for issuing to the Plaintiff, Participating Class Members, PAGA
26 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all
27 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for
28 forwarding all payroll taxes and penalties to the appropriate government authorities.

1 77. Tax Liability. Defendants make no representation as to the tax treatment or legal
2 effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA
3 Members are not relying on any statement, representation, or calculation by Defendants or by the
4 Settlement Administrator in this regard. Plaintiff, Participating Class Members, and PAGA
5 Members understand and agree that except for Defendants' payment of the employer's portion of
6 any payroll taxes, they will be solely responsible for the payment of their own share of any taxes
7 and penalties due in connection with the payments made to them under the Settlement and described
8 herein. Defendants' share of any employer-side payroll taxes and other required employer
9 withholdings due on the Individual Settlement Shares, including, but not limited to, Defendants'
10 FICA and FUTA contributions ("Employer Taxes"), shall be paid separate and apart from the Gross
11 Settlement Amount.

12 78. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
13 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
14 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written
15 communication or disclosure between or among the Parties or their attorneys and other advisers, is
16 or was intended to be, nor shall any such communication or disclosure constitute or be construed or
17 be relied upon as, tax advice within the meaning of United States Treasury Department circular 230
18 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her
19 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
20 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any
21 other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any
22 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty
23 that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other party
24 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
26 acknowledging party of the tax treatment or tax structure of any transaction, including any
27 transaction contemplated by this Agreement.

28 79. Release by Participating Class Members, PAGA Members, and Plaintiff on behalf of

1 the LWDA and the State of California.

2 a. Upon the Effective Date and full funding of the Gross Settlement Amount, in
3 exchange for the consideration set forth in this Agreement, Plaintiff and
4 Participating Class Members shall fully release and discharge the Released
5 Parties from any and all Released Class Claims for the Class Period (i.e., the
6 period April 1, 2020 to May 8, 2022 for the Participating Hourly Class
7 Members and the period April 6, 2017 to May 8, 2022 for the Participating
8 Salaried Class Member). This release shall be binding on Plaintiff and all
9 Participating Class Members, including each of their respective attorneys,
10 agents, spouses, executors, representatives, guardians ad litem, heirs,
11 successors, and assigns, and shall inure to the benefit of the Released Parties,
12 who shall have no further or other liability or obligation to Plaintiff or any
13 Participating Class Member with respect to the Released Class Claims,
14 except as expressly provided herein.

15 b. Plaintiff, the State of California with respect to PAGA Members, and all
16 PAGA Members, regardless of whether they submit timely and valid
17 Requests for Exclusion from the Class Settlement, shall fully release and
18 discharge the Released Parties from any and all Released PAGA Claims for
19 the PAGA Period (i.e., the period April 1, 2020 to May 8, 2022 for the Hourly
20 PAGA Group Members and the period January 28, 2020 to May 8, 2022 for
21 the Salaried PAGA Group Members).

22 80. Release of Additional Claims & Rights by Plaintiff. Upon the Effective Date in
23 consideration of Defendants' promises and agreements as set forth herein, Plaintiff shall be deemed
24 to release all claims related to her employment or alleged employment with the Released Parties
25 including all claims alleged in the Action, and all claims known and unknown, without exception,
26 except as may be prohibited by law. Specifically, Plaintiff shall be deemed to waive all rights and
27 benefits afforded by California Civil Code Section 1542, which provides:

28 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR

1 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
2 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
3 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
4 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTIES.

5 This release specifically excludes claims for unemployment insurance, disability, social
6 security, and workers' compensation (with the exception of claims arising pursuant to California
7 Labor Code Sections 132(a) and 4553).

8 81. Nullification of Agreement. In the event that: (a) the Court does not finally approve
9 the Settlement as provided herein; (b) the Court strikes or does not approve any material term of this
10 Agreement; or (c) the Settlement does not become final as written and agreed to by the Parties for
11 any other reason, then this Agreement, and any documents generated to bring it into effect, will be
12 null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties
13 shall be returned to their original respective positions. Any order or judgment entered by the Court
14 in furtherance of this Agreement will likewise be treated as void from the beginning. Pursuant to
15 California Evidence Code § 1152, this Agreement is inadmissible in any proceeding, except a
16 proceeding to approve, interpret, or enforce this Agreement. If Final Approval does not occur, the
17 Parties agree that this Agreement is void, and remains protected by California Evidence Code
18 § 1152. Should the Court fail to approve this Agreement for any reason, the Parties agree that they
19 will return to and attend mediation with mediator Jeffrey Krivis in an effort to reach an agreement
20 that may be approved by the Court.

21 82. Preliminary Approval Hearing. Plaintiff will file an unopposed motion before the
22 Court to request Preliminary Approval of the Agreement, and the entry of a Preliminary Approval
23 order for: (a) conditional certification of the Class for settlement purposes only, (b) Preliminary
24 Approval of the proposed Agreement, and (c) setting a date for a Final Approval Hearing. The
25 Preliminary Approval order will provide for the Class Notice to be sent to all Class Members as
26 specified herein. In conjunction with the Preliminary Approval Motion, Plaintiff will submit this
27 Agreement, which sets forth the terms of the Settlement, and will include the proposed Class Notice
28 attached as "**Exhibit A.**" Class Counsel will be responsible for drafting all documents necessary to

1 obtain Preliminary Approval.

2 83. Final Settlement Approval Hearing and Entry of Judgment. Upon completion of the
3 Class Notice process, including the expiration of the deadlines to postmark Requests for Exclusion
4 or Objections to the Class Settlement, a Final Approval Hearing will be conducted to determine the
5 Final Approval of the Settlement Agreement along with the amounts properly payable for: (a)
6 Individual Settlement Shares; (b) PAGA Penalties; (c) Class Counsel's Fees and Costs; (d) Class
7 Representative Incentive Payment for Plaintiff; and (d) Settlement Administration Costs. Class
8 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. In
9 connection with the Final Approval Hearing, Class Counsel will request that the Court make a
10 finding that the Settlement is fair, reasonable and adequate and that the Class Notice process
11 satisfied the requirements of due process. Class Counsel will be responsible for drafting the
12 application for attorneys' fees and costs to be heard at the Final Approval Hearing. Any failure by
13 the Court to fully and completely approve the Agreement as to the Action or the entry of any Order
14 by the Court with regard to the Action which has the effect of modifying material terms of this
15 Agreement or preventing the full and complete approval of the Agreement as written and agreed to
16 by the Parties, will result in this Agreement and all obligations under this Agreement being null and
17 void. Defendants agree they shall not oppose the granting of the Motion for Final Approval,
18 provided Defendants have not exercised their right to rescind pursuant to this Agreement.

19 84. Judgment and Continued Jurisdiction. Upon expiration of the Response Deadline,
20 with the Court's permission, a Final Approval Hearing shall be conducted to determine Final
21 Approval of the Settlement. Pursuant to California Rule of Court 3.769(h), after granting Final
22 Approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment.

23 85. Exhibits Incorporated by Reference. The terms of this Agreement include the terms
24 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
25 herein. Any Exhibits to this Agreement are an integral part of the Settlement.

26 86. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
27 Agreement among these Parties, and no oral or written representations, warranties or inducements
28 have been made to any Party concerning this Agreement or its Exhibits other than the

1 representations, warranties and covenants contained and memorialized in the Agreement and its
2 Exhibits.

3 87. Amendment or Modification. Prior to filing a motion for Preliminary Approval and
4 submitting this Agreement to the Court, this Agreement may be amended or modified only by a
5 written instrument signed by counsel for all Parties or their successors-in-interest. After filing a
6 motion for Preliminary Approval and submitting this Agreement to the Court, this Agreement may
7 be amended or modified only by a written instrument signed by counsel for all Parties or their
8 successors-in-interest and subject to Court approval.

9 88. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
10 and represent they are expressly authorized by the Parties whom they represent to negotiate this
11 Agreement and to take all appropriate action required or permitted to be taken by such Parties
12 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
13 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
14 and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
15 reach agreement on the form or content of any document needed to implement the Settlement, or on
16 any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
17 the Parties may seek the assistance of the Court to resolve such disagreement.

18 89. Binding on Successors and Assigns. This Agreement will be binding upon, and inure
19 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

20 90. California Law Governs. All terms of this Agreement hereto will be governed by and
21 interpreted according to the laws of the State of California.

22 91. Execution and Counterparts. This Agreement is subject only to the execution of all
23 Parties. However, the Agreement may be executed in one or more counterparts. All executed
24 counterparts and each of them, including facsimile and scanned copies of the signature page, will
25 be deemed to be one and the same instrument provided that counsel for the Parties will exchange
26 among themselves original signed counterparts.

27 92. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
28 this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this

1 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
2 and potential.

3 93. Invalidity of Any Provision. Before declaring any provision of this Agreement
4 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
5 consistent with applicable precedents so as to define all provisions of this Agreement valid and
6 enforceable.

7 94. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
8 class certification for purposes of the Settlement only; except, however, that either party may appeal
9 any court order that materially alters the terms of the Agreement.

10 95. Class Action Certification for Settlement Purposes Only. The Parties agree to
11 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
12 Settlement is not approved, the stipulation to certification will be void. The Parties further agree that
13 certification for purposes of the Settlement is not an admission that class action certification is
14 proper under the standards applied to contested certification motions and that this Agreement will
15 not be admissible in this or any other proceeding as evidence that either: (a) a class action should be
16 certified, or (b) Defendants are liable to Plaintiff or any Class Member.

17 96. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense and risk of continued
19 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they
20 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
21 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
22 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged
23 in any other unlawful conduct with respect to its employees. Neither this Agreement, nor any of its
24 terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission
25 or concession by Defendants of any such violations or failures to comply with any applicable law.
26 Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its
27 terms and provisions shall not be offered or received as evidence in any action or proceeding to
28 establish any liability or admission on the part of Defendants or to establish the existence of any

1 condition constituting a violation of, or a non-compliance with, federal, state, local or other
2 applicable law.

3 97. Captions. The captions and section numbers in this Agreement are inserted for the
4 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
5 provisions of this Agreement.

6 98. Waiver. No waiver of any condition or covenant contained in this Agreement or
7 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
8 constitute a further waiver by such party of the same or any other condition, covenant, right or
9 remedy.

10 99. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
11 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
12 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
13 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
14 Parties, all Parties have contributed to the preparation of this Agreement.

15 100. Representation By Counsel. The Parties acknowledge that they have been
16 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
17 and that this Agreement has been executed with the consent and advice of counsel and reviewed in
18 full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
19 Agreement.

20 101. All Terms Subject to Final Court Approval. All amounts and procedures described
21 in this Agreement herein will be subject to Final Approval by the Court.

22 102. Cooperation and Execution of Necessary Documents. The Parties agree to cooperate
23 to promote participation in the Settlement, and in seeking court approval of the Settlement. The
24 Parties and their counsel agree not to take any action to encourage any Class Members to opt out of
25 and/or object to the Settlement.

26 103. Enforcement and Continuing Jurisdiction of the Court. To the extent consistent with
27 class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code
28 of Civil Procedure § 664.6. The Court shall retain continuing jurisdiction over the Settlement and

1 over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and
2 intent of this Agreement, and to adjudicate any claimed breaches of this Agreement. The Court may
3 award reasonable attorneys' fees and costs to the prevailing Party in any motion or action taken and
4 based on an alleged violation of any material term of the Agreement.

5 104. Voluntary Agreement. The Parties acknowledge that they have entered into this
6 Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue
7 influence of any Party, and not in reliance on any promises, representations, or statements made by
8 the other Parties other than those contained in this Agreement. Each of the Parties hereto expressly
9 waives any right he/it might ever have to claim that this Agreement was in any way induced by
10 fraud.

11 105. Confidentiality. Other than the filing of the Motion for Preliminary Approval and the
12 Motion for Final Approval of the Agreement with the Court, submission of this Agreement and
13 other submissions required to be made to the Labor and Workforce Development Agency pursuant
14 to PAGA, Plaintiff and Class Counsel agree not to disclose or publicize the Agreement contemplated
15 herein, the fact of the Agreement, its terms or contents, or the negotiations underlying the
16 Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Class
17 Members, the Court, and as shall be contractually and/or legally required to effectuate the terms of
18 the Agreement as set forth herein in any manner. Nothing in this Agreement shall limit Defendants'
19 ability to fulfill disclosure obligations reasonably required by law or in furtherance of business
20 purposes, including the fulfillment of obligations stated in this Agreement or limit Class Counsel's
21 communications with the Class Members in furtherance of approval of this Settlement.

22 106. Binding Agreement. The Parties warrant that they understand and have full authority
23 to enter into this Settlement, and further intend that this Agreement will be fully enforceable and
24 binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding
25 to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might
26 apply under federal or state law.

27 **IT IS SO AGREED.**

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Dated: 01/26/2023, 2023

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Chumani Brown
Nintex AssureSign® 02309b60-adf8-4fab-af9c-af96018b37af

Chumani Brown, Plaintiff and Proposed Class Representative

MED ONE GROUP

Dated: _____, 2023

By: _____
Its: _____

MED ONE CAPITAL, INC.

Dated: _____, 2023

By: _____
Its: _____

MED ONE CAPITAL FUNDING, LLC

Dated: _____, 2023

By: _____
Its: _____

APPROVED AS TO FORM:

LAWYERS *for* JUSTICE, PC

Dated: January 26, 2023


Edwin Aiwanian
Attorneys for Plaintiff and Proposed Class Counsel

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: _____, 2023

Katherine C. Den Bleyker
Attorneys for Defendants Med One Group, Med One Capital, Inc., and Med One Capital Funding, LLC

1
2 Dated: _____, 2023

Chumani Brown, Plaintiff and Proposed Class Representative

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6 Dated: Jan. 27, 2023

MED ONE GROUP

Chady Brown

By: Grady Brown
Its: Vice Pres. of H.R.

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10 Dated: Feb. 3, 2023

MED ONE CAPITAL, INC.

J. R. E.
By: Jeffrey B. Boston
Its: SVP

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13 Dated: Feb. 3, 2023

MED ONE CAPITAL FUNDING, LLC

J. R. E.
By: Jeffrey B. Boston
Its: SVP

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15
16 APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC

17
18 Dated: _____, 2023

Edwin Aiwarzian
Attorneys for Plaintiff and Proposed Class Counsel

19
20
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22 LEWIS BRISBOIS BISGAARD & SMITH LLP

23 Dated: _____, 2023

Katherine C. Den Bleyker
Attorneys for Defendants Med One Group, Med One Capital, Inc., and Med One Capital Funding, LLC

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Dated: 01/26/2023, 2023

Chumani Brown

Chumani Brown, Plaintiff and Proposed Class Representative

MED ONE GROUP

Dated: , 2023

By: _____
Its: _____

MED ONE CAPITAL, INC.

Dated: , 2023

By: _____
Its: _____

MED ONE CAPITAL FUNDING, LLC

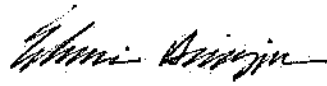
Dated: , 2023

By: _____
Its: _____

APPROVED AS TO FORM:

LAWYERS for JUSTICE, PC

Dated: January 26, 2023


Edwin Aiwanian
Attorneys for Plaintiff and Proposed Class Counsel

LEWIS BRISBOIS BISGAARD & SMITH LLP

Dated: February 6, 2023


Katherine C. Den Bleyker
Attorneys for Defendants Med One Group, Med One Capital, Inc., and Med One Capital Funding, LLC