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LASER EYE CARE OF CALIFORNIA, LLC; AND  
GABRIEL JACOB, M.D., A MEDICAL  
CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO

SUSAN TANIS, individually and on behalf  
of all other similarly situated,

Plaintiff,

v.

LASER EYE CARE OF CALIFORNIA,  
LLC; GABRIEL JACOB, M.D., A  
MEDICAL CORPORATION; Does 1  
through 20, inclusive,

Defendants.

Case No. 34-2021-00299140

**JOINT STIPULATION OF CLASS ACTION  
SETTLEMENT AND RELEASE BETWEEN  
PLAINTIFF, ON BEHALF OF HERSELF  
AND ALL OTHERS SIMILARLY  
SITUATED, AND DEFENDANTS**

1 This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement” or  
2 “Settlement”) is made and entered into by and between Plaintiff SUSAN TANIS (“Plaintiff”),  
3 individually, and on behalf of other members of the general public similarly situated, LASER EYE  
4 CARE OF CALIFORNIA, LLC (“Laser Eye Care”) and GABRIEL JACOB, M.D., a Medical  
5 Corporation (“Jacob”) (Laser Eye Care and Jacob collectively referred to as “Defendants”). This  
6 Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff seeks to represent,  
7 and on Defendants and the Released Parties, subject to the terms and conditions hereof and the  
8 Court’s approval. The Settlement contemplated by this Stipulation of Settlement is sometimes  
9 hereinafter referred to as the “Settlement.”

10 THE PARTIES STIPULATE AND AGREE as follows:

11 1. Plaintiff and Defendants are collectively referred to herein as “the Parties.” On April  
12 19, 2021, Plaintiff Susan Tanis filed a complaint in Sacramento County Superior Court on behalf of  
13 herself and all other non-exempt employees who worked for Defendants LASER EYE CARE OF  
14 CALIFORNIA, LLC and GABRIEL JACOB, M.D., a Medical Corporation, in California.  
15 Defendants filed an answer to the complaint denying all material allegations and asserting affirmative  
16 defenses. On February 18, 2022, the Parties filed a Stipulation to permit the filing of a First Amended  
17 Complaint (“FAC”) in the Action adding an additional cause of action for failure to provide rest  
18 breaks.

19 2. Plaintiff’s FAC alleges causes of action for violation of California Business and  
20 Professions Codes section 17200, *et seq.*, failure to provide accurate wage statements, failure to pay  
21 minimum wages for all hours worked, failure to provide meal periods, failure to provide rest breaks,  
22 failure to pay final wages, failure to keep requisite payroll records, failure to failure to pay overtime,  
23 failure to reimburse business expenses, and PAGA, on behalf of Class Members from April 19, 2017  
24 through the date this case is certified as a class. Plaintiff’s FAC seeks recovery of alleged damages,  
25 penalties, interest, and attorneys’ fees and costs. Defendants filed an answer to the Complaint denying  
26 all claims, denying that Plaintiff and the Class Members are entitled to any recovery, and asserting  
27 affirmative defenses in response to Plaintiff’s claims. The term “Action” means this putative class  
28

1 action pending in Sacramento County Superior Court. The class period is from April 19, 2017  
2 through the date the Court preliminarily approves the Settlement ("Class Period").

3 3. Plaintiff has not filed a motion for class certification in this action, nor has a date  
4 been set by the Court for the filing of such a motion.

5 4. This Action has been actively litigated. There have been on-going investigations,  
6 and there has been an exchange of extensive documentation and information.

7 5. For purposes of this Settlement, the "Settlement Class" or "Class Members" shall  
8 consist of all current and former non-exempt employees of Defendants employed in California for the  
9 period from April 19, 2017 through preliminary approval of the Settlement (the "Settlement Class"  
10 or the "Class Members"). The Settlement Class shall not include any person who previously settled  
11 or released any of the claims covered by this Settlement, or any person who previously was paid or  
12 received awards through civil or administrative actions for the claims covered by this Settlement.

13 6. Solely for purpose of settling this case, the Parties stipulate and agree that the  
14 requisites for establishing class certification with respect to the Settlement Class have been met and  
15 are met. More specifically, the Parties stipulate and agree that:

16 a. The Settlement Class is ascertainable and so numerous as to make it  
17 impracticable to join all Class Members.

18 b. There are common questions of law and fact including, but not limited to, the  
19 following:

20 i. Whether Defendants complied with applicable laws affecting Plaintiff  
21 and the Settlement Class under the California Labor Code and the Wage Orders of the California  
22 Industrial Welfare Commission; and

23 ii. Whether Plaintiff and the Settlement Class are entitled to alleged  
24 penalties, interest, and attorneys' fees and costs.

25 c. Plaintiff believes Plaintiff's claims are typical of the claims of the members  
26 of the Settlement Class.

27 d. Plaintiff believes Plaintiff will fairly and adequately protect the interests of  
28 the Settlement Class, and that Plaintiff's counsel Timothy B. Del Castillo and Kent L. Bradbury of

1 Castle Law: California Employment Counsel, PC should be "Class Counsel," and will fairly and  
2 adequately protect the interests of the Settlement Class.

3 e. Plaintiff believes the prosecution of separate actions by individual members  
4 of the Settlement Class would create the risk of inconsistent or varying adjudications, which would  
5 establish incompatible standards of conduct.

6 f. With respect to the Settlement Class, Plaintiff believes that questions of law  
7 and fact common to the members of the Settlement Class predominate over any questions affecting  
8 any individual member in such Class, and a class action is superior to other available means for the  
9 fair and efficient adjudication of the controversy.

10 8. Defendants deny any liability or wrongdoing of any kind whatsoever associated with  
11 the claims alleged in the Action, and further denies that, for any purpose other than settling this  
12 Action, this Action is appropriate for class or representative treatment. With respect to Plaintiff's  
13 claims, Defendants contend, among other things, that they have complied with all applicable state,  
14 federal and local laws affecting Plaintiff and the Settlement Class.

15 9. It is the desire of the Parties to fully, finally and forever settle, compromise and  
16 discharge all disputes and claims arising from or related to the Action. To achieve a full and  
17 complete release of Defendants, each Class Member acknowledges that this Stipulation of  
18 Settlement is intended to include in its effect any and all claims under state, federal and local law  
19 that were or could have been asserted based on the facts and allegations made in the Action, and any  
20 amendments thereto.

21 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a  
22 full and complete settlement and release of all claims arising from the allegations of this class action  
23 case, which release includes in its effect (i) Defendants; (ii) each of Defendants' past, present, and  
24 future direct and indirect parents; (iii) the respective past, present, and future direct and indirect  
25 subsidiaries and affiliates of any of the foregoing, including but not limited to Royo Eye and Laser  
26 Center; (iv) the past, present, and future shareholders, directors, officers, agents, employees,  
27 attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives,  
28 administrators, fiduciaries, benefit plans, insurers, transferees, predecessors, successors and assigns

1 of any of the foregoing including but not limited to Gabriel Jacob; and (v) any individual or entity  
2 which could be jointly liable with any of the foregoing. The groups described in this paragraph  
3 10(i)-(v) are collectively referred to as the "Released Parties".

4 11. Counsel for the Settlement Class have conducted a thorough investigation into the  
5 facts of this Action, and have diligently pursued an investigation of Class Members' claims against  
6 Defendants. Based on their own independent investigation and evaluation, Class Counsel are of the  
7 opinion that the Settlement with Defendants for the consideration and on the terms set forth in this  
8 Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the Settlement  
9 Class in light of all known facts and circumstances, including the risk of significant delay, the risk  
10 the Settlement Class will not be certified by the Court, defenses asserted by Defendants and  
11 numerous potential appellate issues. Defendants and Defendants' counsel also agree that the  
12 Settlement is fair and in the best interest of the Parties.

13 12. The Parties agree to cooperate and to take all steps necessary and appropriate to  
14 consummate this Settlement and for entry of judgment in accordance with this Stipulation of  
15 Settlement.

16 13. This Settlement requires Defendants to pay Settlement Awards (defined below)  
17 according to a specified formula to each Settlement Class Member who fails to submit a timely and  
18 valid Request for Exclusion as specified in this Settlement ("Participating Class Member") as well  
19 as to each Settlement Class Member who was employed during the PAGA Period (January 8, 2020  
20 through the date of Preliminary Approval), regardless of whether or not that Class Member timely  
21 excluded him/herself from the Settlement. The maximum settlement amount is \$720,000.00,  
22 including the Settlement Awards, Class Counsel's attorneys' fees, Class Counsel's litigation  
23 expenses and costs, the enhancement award to the class representative, employer payroll taxes for  
24 the wage portion of the settlement awards, \$25,000 allocated to penalties under the California  
25 Private Attorneys General Act ("PAGA") with \$18,750 (three-quarters) paid to the California Labor  
26 and Workforce Development Agency ("LWDA") and \$6,250 (one-fourth, referred to herein as the  
27 "PAGA Settlement Amount") paid to the Settlement Class as described below, and settlement  
28 administration expenses ("maximum total liability"). It is understood and agreed that Defendants'

1 maximum total liability under the Settlement shall not exceed \$720,000.00. It is further understood  
2 and agreed that Defendants shall have no obligation to pay any person, entity, or organization more  
3 than the amount of the maximum total liability under the Settlement.

4 TERMS OF SETTLEMENT

5 14. NOW THEREFORE, in consideration of the mutual covenants, promises and  
6 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

7 a. It is agreed by and among Plaintiff and Defendants that this Action and any  
8 claims, damages or causes of action arising out of the disputes which are the subject of this Action,  
9 be settled and compromised as between the Settlement Class and Defendants, subject to the terms  
10 and conditions set forth in this Stipulation of Settlement and the approval of the Court.

11 b. Effective Date: The Settlement embodied in this Stipulation of Settlement  
12 shall become effective ("Effective Date") when all of the following events have occurred: (i) this  
13 Stipulation of Settlement has been executed by all Parties and by counsel for the Class and  
14 Defendants; (ii) the Court has given preliminary approval to the Settlement; (iii) the notice has been  
15 given to the Settlement Class, providing them with an opportunity to participate, object, or to opt  
16 out of the Settlement; (iv) the Court has held a formal fairness hearing and entered a final order and  
17 judgment certifying the Settlement Class and finally approving this Stipulation of Settlement; and  
18 (v) only in the event there are written objections submitted prior to the formal fairness hearing  
19 which are not later withdrawn, the later of the following events: when the period for filing any  
20 appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal,  
21 writ or other appellate proceeding having been filed; or any appeal, writ or other appellate  
22 proceeding opposing the Settlement has been dismissed finally and conclusively with no right to  
23 pursue further remedies or relief; or any appeal, writ or other appellate proceeding has upheld the  
24 Court's final order with no right to pursue further remedies or relief. In this regard, it is the  
25 intention of the Parties that the Settlement shall not become effective until the Court's order  
26 approving the Settlement is completely final, and there is no further recourse by an appellant or  
27 objector who seeks to contest the Settlement. It is further agreed by the Parties that this Settlement  
28 will not become effective if Defendants, contrary to Paragraph 13 above, is required to pay more

1 than the total amount of its maximum total liability under the Settlement as set forth in Paragraph 13  
2 under any circumstances. It is further agreed by and between the Parties that this Settlement shall  
3 not become effective, and Defendants shall not have any obligation (monetary or otherwise) under  
4 the terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of  
5 appeal with respect to any objections or the judgment, have been finally exhausted and resolved  
6 upholding the terms of this Settlement.

7 c. Maximum Settlement Amount, Net Settlement Amount and PAGA

8 Settlement Amount: To implement the terms of this Settlement, Defendants agree to pay  
9 \$720,000.00 ("Maximum Settlement Amount"). The Parties agree the Maximum Settlement  
10 Amount will be fully paid out, with no residue returning to Defendants. At no time shall  
11 Defendants have the obligation to segregate the funds comprising the Maximum Settlement  
12 Amount, and Defendants shall retain exclusive authority over, and the responsibility for, those  
13 funds subject to the disbursement of funds necessary to effectuate the Settlement. All Settlement  
14 Awards paid to Class Members, the attorneys' fees and costs to Class Counsel, the enhancement  
15 award to the Class Representative, the fees and expenses of the Settlement Administrator, the  
16 employer payroll taxes, the payment to the LWDA pursuant to PAGA, and any other payments  
17 provided by this Settlement, shall be paid out of the Maximum Settlement Amount. The Net  
18 Settlement Amount shall be calculated by deducting all Class Counsel's attorneys' fees, Class  
19 Counsel's litigation expenses, the enhancement award, employer payroll taxes for the wage portion  
20 of the settlement awards, \$25,000 attributable to PAGA penalties (the "PAGA Settlement  
21 Amount"), and settlement administration expenses from the Maximum Settlement Amount ("Net  
22 Settlement Amount"). Class Members shall not be required to submit claim forms to participate in  
23 the Settlement; all Participating Class Members will be mailed settlement award checks, as will all  
24 non-Participating Class Members who were employed during the PAGA Period.

25 i. Class Size: Defendants represented to Plaintiff at mediation that the  
26 putative class consisted of approximately 808 individuals and 51,386 workweeks from April 19,  
27 2017 to September 25, 2021. If the number of workweeks increased by more than 10% from  
28 51,386 workweeks between the date of mediation and the date of preliminary approval, Defendants

1 shall have the option of: 1) selecting a new end date for the release that limits the number of  
2 workweeks to no more than 110% of 51,386; or 2) increasing the Net Settlement Amount  
3 proportionally (for any amount over 10%). Should Defendants not select either of those options,  
4 Plaintiff shall have the option to cancel the settlement agreement.

5                   ii.     Settlement Awards to Participating Class Members: Settlement  
6 Awards to Participating Class Members will be determined based on the number of workweeks  
7 worked in California in a non-exempt position by the Class Members during the Class Period based  
8 on information to be provided by Defendants. Defendants' workweek data will be presumed to be  
9 correct, unless a particular Class Member proves otherwise to the Settlement Administrator by  
10 credible written evidence. All workweek disputes will be resolved and decided by the Settlement  
11 Administrator, and the Settlement Administrator's decision on all workweek disputes will be final  
12 and non-appealable. The amount to be paid per workweek to Participating Class Members will be  
13 calculated by the Settlement Administrator by dividing the Net Settlement Amount by the number  
14 of workweek worked by Participating Class Members. In addition, each Participating Class  
15 Member will get a payment from the Private Attorneys General Act Allocation. Any person who  
16 opts out of the Settlement is not a Participating Class Member, and is ineligible to object to the  
17 Settlement.

18                   iii.    Private Attorneys General Act Allocation: The Parties have agreed to  
19 allocate \$25,000 of the Maximum Settlement Amount to penalties under the California Private  
20 Attorneys General Act ("PAGA"). Seventy-five percent (75%) of this amount, or in other words  
21 \$18,750, will be paid to the Labor and Workforce Development Agency ("LWDA") of the State of  
22 California, and the remaining balance of \$6,250 will be distributed to Class Members who worked  
23 for Defendants during the PAGA Period based on the pro-rata share of workweek worked by each  
24 Class Member during the PAGA Period. Notwithstanding the submission of a timely and proper  
25 request for exclusion, Class Members who were employed by Defendants during the PAGA Period  
26 will still be bound by the settlement and release of the PAGA Claims or remedies under the Final  
27 Judgment pursuant to *Arias v. Superior Court*, 46 Cal.4th 868 (2009) as requests for exclusion do  
28

1 not apply to the PAGA Claims (and hence will receive a payment from the PAGA Settlement  
2 Amount).

3 iv. Allocation of Settlement Awards: The Parties have agreed, based on  
4 the allegations in the Action, that individual Settlement Awards payable to Participating Class  
5 Members from the Net Settlement Amount will be allocated as follows: (1) twenty percent (20%)  
6 will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; (2) forty percent  
7 (40%) will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC will issue; and  
8 (3) forty percent (40%) will be allocated to alleged unreimbursed business expenses, and alleged  
9 unpaid interest for which IRS Forms 1099-MISC will issue. Payments made to Class Members  
10 from the PAGA Settlement Amount shall be allocated entirely to unpaid penalties for which IRS  
11 Forms 1099-MISC will issue.

12 v. Settlement Awards Do Not Trigger Additional Benefits: All  
13 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely  
14 in the year in which such awards actually are received by the Class Members. It is expressly  
15 understood and agreed that the receipt of such Settlement Awards will not entitle any Class Member  
16 to additional compensation or benefits under any company bonus, contest or other compensation or  
17 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle  
18 any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred  
19 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in  
20 this Agreement are the sole payments to be made by Defendants to the Class Members in  
21 connection with this Settlement, and that the Class Members are not entitled to any new or  
22 additional compensation or benefits as a result of having received the Settlement Awards  
23 (notwithstanding any contrary language or agreement in any benefit or compensation plan  
24 document that might have been in effect during the period covered by this Settlement).

25 vi. Attorneys' Fees and Litigation Costs: Subject to Court approval or  
26 modification, Defendants further agree not to oppose Class Counsel's application for attorneys' fees  
27 and litigation costs as set forth in Paragraph 16 below.

vii. Class Representative: The Parties agree to the designation of Plaintiff as the “Class Representative.” Subject to Court approval, Defendants agree not to oppose Plaintiff’s request for an Enhancement Award of up to \$15,000. The Enhancement Award is in addition to any claimed individual Settlement Award to which Plaintiff is entitled. The Enhancement Award is to be part of, and to be deducted from, the Maximum Settlement Amount. The Settlement Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to the Plaintiff for her service as the Class Representative, and Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve an Enhancement Award to the Class Representative in an amount less than that set forth above, the difference between the lesser amount approved by the Court and the Enhancement Award set forth above shall be added to the Net Settlement Amount.

viii. Settlement Administrator: The Settlement Administrator will be Simpluris, or such other settlement administrator as may be mutually agreeable to the Parties and approved by the Court. All administration expenses shall be paid out of the Maximum Settlement Amount.

ix. Mailing of Settlement Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members within 30 calendar days after the Effective Date of the Settlement (defined above in Paragraph 14).

x. Class Notice: For each Class Member, there will be pre-printed information on the Notice of Pendency of Class Action and Proposed Settlement (“Class Notice”), based on Defendants’ records, stating the number of weeks worked as Class Member during the Class Period, along with each Class Member’s estimated Settlement Award amount, assuming all Class Members participate and the final number of weeks worked is the same as existed at the time of mailing the Class Notice. The pre-printed information based on Defendants’ records shall be presumed to be correct unless written proof to the contrary is provided to the Settlement Administrator. A Class Member may challenge the pre-printed information on the Class Notice as to the weeks worked during the Class Period by submitting written evidence to the Settlement

1 Administrator. All disputes regarding weeks worked will be resolved and decided by the Settlement  
2 Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

3 d. Enhancement Award to Plaintiff for Plaintiff's Service as Class

4 Representative: The Settlement Administrator will pay the Enhancement Award approved by the  
5 Court to Plaintiff within 30 calendar days after the Effective Date of the Settlement (defined above  
6 in Paragraph 14).

7 e. Right to Rescission: If more than ten percent (10%) of the Settlement Class  
8 opts out of the Settlement Class by submitting valid and timely Requests for Exclusion as set forth  
9 in the Class Notice, Defendants shall have the right (but need not) in their sole discretion to rescind  
10 and void the Settlement, before final approval by the Court, by providing written notice to Class  
11 Counsel at least fourteen (14) calendar days following the opt out deadline, provided the Settlement  
12 Administrator has previously furnished Defendants with the number and percentage of valid and  
13 timely Requests for Exclusion. If Defendants exercise this option, Defendants shall pay all  
14 Settlement Administrator's costs incurred through such date.

15 CLAIMS ADMINISTRATION

16 15. The Parties have agreed to the appointment of Simpluris to perform the customary  
17 duties of Settlement Administrator; provided, however, the Parties shall have the right to select or  
18 substitute a different Settlement Administrator by mutual agreement and approval by the Court.  
19 The Settlement Administrator will mail the Class Notice to all Class Members. The Settlement  
20 Administrator will independently review Defendants' data as to the number of weeks worked during  
21 the Class Period, and will calculate the amounts due to Class Members in accordance with this  
22 Stipulation of Settlement. The Settlement Administrator shall report, in summary or narrative form,  
23 the substance of its findings. The Settlement Administrator shall be granted reasonable access to  
24 Defendants' records to perform its duties. At the request of Defendants, and upon receipt of funds  
25 from Defendants, the Settlement Administrator will issue and send out Settlement Award checks to  
26 Class Members. Tax treatment of the Settlement Awards will be as set forth herein. All disputes  
27 relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if  
28 necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation

1 of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have  
2 been fully carried out.

3 ATTORNEYS' FEES AND LITIGATION COSTS

4 16. In consideration for settling this Action, in exchange for the release of claims by the  
5 Settlement Class, and subject to final approval or modification by the Court, Defendants agree not  
6 to oppose Class Counsel's application for attorneys' fees not to exceed 40 percent of the Maximum  
7 Settlement Amount, or in other words up to \$288,000.00, and attorneys' costs not to exceed  
8 \$15,000.00, from the Maximum Settlement Amount. The amounts set forth above will cover all  
9 work performed and all fees and costs incurred to date, and all work to be performed and all fees  
10 and costs to be incurred in connection with the approval by the Court of this Stipulation of  
11 Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class  
12 Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and  
13 litigation costs, the difference between the lesser amounts and the maximum amounts set forth  
14 above shall be added to the Net Settlement Amount.

15 17. The attorneys' fees and litigation costs approved by the Court shall be paid to Class  
16 Counsel within 30 calendar days after the Effective Date of the Settlement (defined above in  
17 Paragraph 14).

18 NOTICE TO THE PLAINTIFF CLASS

19 18. Class Notice and as approved by the Court, shall be sent by the Settlement  
20 Administrator to the Class Members by first class mail. Any returned envelopes from this mailing  
21 with forwarding addresses will be used by the Settlement Administrator to forward the Notice to  
22 the Class Members.

23 a. Within 21 calendar days of preliminary approval of this Settlement by the  
24 Court, Defendants shall provide to the Settlement Administrator a spreadsheet of the Class  
25 Members' names, last-known addresses, last-known telephone numbers, Social Security numbers  
26 ("Class Member Information"), and workweek data. The Class Members' contact information and  
27 Social Security numbers will be used only by the Settlement Administrator for the sole purpose of  
28 effectuating the Settlement, and will not be provided to Class Counsel at any time or in any form.

To the extent Class Counsel possesses or comes to possess the Class Members' contact information and/or Social Security numbers, Class Counsel shall return all such information (including copies and data or information derived therefrom) within five (5) days of the date the Court preliminarily approves the Settlement, shall not retain copies of such information, and shall not maintain or use such information for any purpose. The spreadsheet provided for above, shall be based on Defendants' payroll and other business records and in a format acceptable to the Settlement Administrator. Within 45 calendar days of preliminary approval of this Settlement, the Settlement Administrator will mail the Class Notice to Class Members.

b. Notices returned to the Settlement Administrator as non-delivered during the 45 calendar day period for objecting to the Settlement, or disputing the weeks worked during the Class Period, shall be resent to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the Settlement Administrator will do a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List and will skip-trace return mail and re-mail within three (3) calendar days of receipt using the Class Member's social security number; this search will be performed only once per Class Member by the Settlement Administrator. Upon completion of these steps by the Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Class Notice to the affected member of the Settlement Class. The affected member of the Settlement Class shall remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the Court's Order and Final Judgment.

c. The Class Notice shall also identify the procedures for opting out of or objecting to the Settlement.

e. Class Counsel shall provide to the Court, at least sixteen (16) court days before the final fairness hearing, an initial declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class Notice.

## SETTLEMENT AWARDS

19. Settlement Awards shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance; upon the deadline to cash the Settlement

1 Awards, the checks will automatically be cancelled by the Settlement Administrator if not cashed  
2 by the Class Member within that time, and the Class Member's claim will remain released by the  
3 Settlement. The Settlement Awards provided to Class Members shall prominently state the  
4 expiration date or a statement that the checks will expire in one hundred eighty (180) days, or  
5 alternatively, such a statement may be made in a letter accompanying the check. Expired  
6 Settlement Awards will not be reissued, except for good cause and as mutually agreed by the  
7 Parties in writing. The Settlement Administrator will send one reminder notice to all Class  
8 Members who have not cashed the settlement award check 30 days prior to the deadline. Any  
9 residue from uncashed Settlement Awards after the expiration date will be paid out to Center for  
10 Workers' Rights, a non-profit 501(c)(3) organization that provides civil legal services to low-wage  
11 and disadvantaged workers, as the *cy pres* recipient pursuant to Code of Civil Procedure Section  
12 384, subject to Court approval. Upon completion of its calculation of payments, the Settlement  
13 Administrator shall provide Defendants with a report listing the amount of all payments to be made  
14 to each Class Member. Defendants, on behalf of the Released Parties, will pay to the Settlement  
15 Administrator the Maximum Settlement Amount, after the Settlement becomes effective as defined  
16 in Paragraph 14, within 15 calendar days following the Effective Date. The Settlement  
17 Administrator shall disburse the payment in accordance with Paragraph 14. The Settlement  
18 Administrator will be responsible for making appropriate deductions, calculating and reporting the  
19 employer payroll taxes on the Settlement Awards, paying to Class Counsel any Court-approved  
20 attorneys' fees and litigation costs, paying to the Class Representative any Court-approved  
21 Enhancement Award, paying the LWDA seventy-five percent (75%) of the amount allocated for  
22 PAGA penalties above, meeting tax reporting obligations, and for issuing the individual Settlement  
23 Awards to Class Members. Proof of payment will be filed with the Court and provided to Class  
24 Counsel and Defendants' Counsel within one hundred twenty (120) calendar days from the  
25 Effective Date.

26 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

27 20. Opting Out of the Settlement. For those Class Members who do not wish to  
28 participate in the Settlement, such Class Members may exclude themselves (i.e., opt out) by

1 submitting a timely written request to the Settlement Administrator. The written request ("Request  
2 for Exclusion") should state that he/she has received the Class Notice, decided not to participate in  
3 the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The  
4 Request for Exclusion must also state the individual's full name, address, last four digits of Social  
5 Security Number, and telephone number. The Request for Exclusion must be signed, dated and  
6 mailed by First Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests  
7 for Exclusion must be postmarked and mailed to the Settlement Administrator no later than 45  
8 calendar days after the Settlement Administrator mails the Notice to the Class Members. Any  
9 individual who submits a Request for Exclusion will not be allowed to object to the terms of the  
10 Settlement. If a Settlement Class Member submits both an objection and a valid and timely request  
11 for exclusion, the request for exclusion will override the objection, and the objection shall therefore  
12 be ignored.

13       21.    Objecting to the Settlement. Any Participating Class Member that wishes to object  
14 to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement may  
15 provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for  
16 Defendants), a timely statement of objection. To be timely, an objection must be mailed to the  
17 Settlement Administrator, and postmarked no later than 45 calendar days after the Settlement  
18 Administrator mailed the Notice to the Class Members. The date of the postmark on the return-  
19 mailing envelope shall be the exclusive means used to determine whether an objection has been  
20 timely submitted. An objection must contain at least the following: (i) the objector's full name,  
21 address, telephone, last four digits of Social Security Number, and signature; (ii) a clear reference to  
22 the Lawsuit; (iii) a statement of the specific legal and factual basis for each objection argument; and  
23 (iv) a statement whether the objecting person intends to appear at the Final Approval Hearing, either  
24 in person or through counsel and, if through counsel, a statement identifying that counsel by name,  
25 bar number, address and telephone number. All objections shall be signed by the objecting  
26 Participating Class Member, even if the Participating Class Member is represented by counsel. The  
27 right to object to the proposed Settlement must be exercised individually by a Participating Class  
28 Member. Attempted collective, group, class or subclass objections shall be ineffective and

1 disregarded. If the Court rejects the objection, the Participating Class Member will be bound by the  
2 terms of the Settlement.

3 RELEASE BY THE CLASS

4 22. Effective upon the date of final approval by the Court of this Stipulation of  
5 Settlement, and except as to such rights or claims as may be created by this Stipulation of  
6 Settlement, each Participating Class Member fully releases and discharges the Released Parties  
7 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,  
8 attorneys' fees, damages, action or causes of action of any nature under any state, federal or local  
9 law that were or could have been asserted based on the facts and allegations made in the Action, and  
10 any amendments thereto, as to the Class Members, including without limitation, California Labor  
11 Code sections 200, 201, 202, 203, 204, 210, 213, 216, 218.5, 225.5, 226, 226.3, 226.7, 256, 500,  
12 510, 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2802,  
13 California Industrial Commission Wage Orders, the Fair Labor Standards Act, and Business and  
14 Professions Code sections 17200, *et seq.*, and including all claims for or related to alleged unpaid  
15 wages, minimum wages, overtime or double time wages, regular rate of pay, off-the-clock work,  
16 timely payment of wages during employment and at separation, meal periods and meal period  
17 premiums, rest periods and rest period premiums, wage statements, business expense  
18 reimbursement, failure to pay additional 401(k) benefits and/or deferred compensation benefits  
19 and/or matching benefits for payments received under the Settlement, unfair competition, unfair  
20 business practices, unlawful business practices, fraudulent business practices, conversion, class  
21 actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief,  
22 accounting, liquidated damages, penalties of any nature (including but not limited to civil penalties,  
23 waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and  
24 allegations alleged in the Action, from April 19, 2017, through the date the Court finally approves  
25 the Settlement (collectively "Participating Class Members' Released Claims").

26 23. Subject to Court approval, all Settlement Class Members who worked one or more  
27 shifts within the PAGA Period shall be deemed to have released any claim for civil penalties under  
28 PAGA arising as a result of the Released Parties' alleged violation of California Labor Code

1 sections 200, 201, 202, 203, 204, 210, 213, 216, 218.5, 225.5, 226, 226.3, 226.7, 256, 500, 510,  
2 512, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, and California  
3 Industrial Commission Wage Orders, with regard to all pay period during which the Settlement  
4 Class Member worked one or more shifts in California during the PAGA Period.

5 24. Effective upon the date of final approval by the Court of this Stipulation of  
6 Settlement, Plaintiff fully releases and discharges the Released Parties from any and all past,  
7 present, and future claims, actions, demands, causes of action, suits, debts, obligations, damages,  
8 rights or liabilities, of any nature and description whatsoever, known or unknown, existing or  
9 potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery  
10 (including but not limited to those based in contract or tort, common law or equity, federal, state, or  
11 local law, statute, ordinance, or regulation), and for claims for compensatory, consequential,  
12 punitive or exemplary damages, statutory damages, penalties, interest, attorneys' fees, costs or  
13 disbursements, against the Released Parties, including unknown claims covered by California Civil  
14 Code section 1542, as quoted below, by Plaintiff, arising during the period from the beginning of  
15 the Plaintiff's first interaction with any Defendant to the date on which the Court enters the order of  
16 Final Approval of this Settlement, for any type of relief that can be released as a matter of law,  
17 including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil  
18 and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees,  
19 litigation costs, restitution, or injunctive, declaratory or equitable relief with the exception of any  
20 claims which cannot be released as a matter of law. Plaintiff generally releases all known and  
21 unknown claims against the Released Parties, and waives the application of section 1542 of the  
22 California Civil Code, which provides as follows: "A general release does not extend to claims  
23 which the creditor or releasing party does not know or suspect to exist in his or her favor at the time  
24 of executing the release and that if known by him or her, would have materially affected his or her  
25 settlement with the debtor or released party." The claims released pursuant to this paragraph  
26 include but are not limited to the Participating Class Members' Released Claims, as well as any  
27 other claims under any provision of the Fair Labor Standards Act, the California Labor Code, the  
28 California Code of Regulations, or any applicable California Industrial Welfare Commission Wage

1 Order(s), and claims under state or federal discrimination statutes, including, without limitation the  
2 California Fair Employment and Housing Act, California Government Code section 12940 et seq.;  
3 the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; the  
4 Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; and all of their  
5 implementing regulations and interpretive guidelines.

6 25. In addition, the Class Representative and each Settlement Class Member is forever  
7 barred and enjoined from instituting or accepting damages or obtaining relief against the Released  
8 Parties for any period from April 19, 2017, to and including the date of preliminary approval of the  
9 Settlement, relating to claims that individual has released pursuant to Paragraphs 22-24.

10 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

11 26. Plaintiff shall promptly submit this Stipulation of Settlement to the Sacramento  
12 County Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination  
13 by the Court as to its fairness, adequacy and reasonableness; Plaintiff agrees to provide Defendants  
14 the opportunity to review, and to seriously consider Defendants' comments before filing, Plaintiff's  
15 Motion for Preliminary Approval. Promptly upon execution of this Stipulation of Settlement,  
16 Plaintiff shall apply to the Court for the entry of an order preliminarily approving the Settlement.

17 a. Scheduling a fairness hearing on the question of whether the proposed  
18 Settlement, including payment of attorneys' fees and litigation costs, costs of administration and the  
19 Class Representative's Enhancement Award should be finally approved as fair, reasonable and  
20 adequate as to the members of the Settlement Class;

21 b. Certifying a Settlement Class, Plaintiff Susan Tanis as the Class  
22 Representative, and Timothy B. Del Castillo and Kent L. Bradbury of Castle Law: California  
23 Employment Counsel, PC as Class Counsel;

24 c. Approving as to form and content the proposed Class Notice;

25 d. Approving the manner and method for Class Members to request exclusion  
26 from the Settlement as contained herein and within the Class Notice;

27 e. Directing the mailing of the Class Notice by first class mail to the Class  
28 Members; and

1 f. Preliminarily approving the Settlement subject only to the objections of Class  
2 Members and final review by the Court; and

3 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any  
4 other cases, claims, suits or administrative proceedings (including filing claims with the Division of  
5 Labor Standards Enforcement of the California Department of Industrial Relations) regarding the  
6 Released Claims unless and until such Class Members have filed valid Requests for Exclusion with  
7 the Settlement Administrator.

8 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

9 27. Upon the Effective Date of the Settlement provided for in this Stipulation of  
10 Settlement, Class Counsel will return to Defendants or delete all company and employee  
11 documents, lists, and electronic data in all forms and formats (originals and copies). Plaintiff agrees  
12 to provide Defendants the opportunity to review, and to seriously consider Defendants' comments  
13 before filing, Plaintiff's Motion for Final Approval of Class Action Settlement.

14 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable  
15 and adequate, and directing consummation of its terms and provisions;

16 b. Approving Class Counsel's application for an award of attorneys' fees and  
17 litigation costs;

18 c. Approving the Enhancement Award to the Class Representative; and

19 d. Entering judgment in accordance with California Rules of Court, Rule  
20 3.769(h), with prejudice, and permanently barring and enjoining all members of the Settlement  
21 Class from prosecuting against any Released Parties any individual or class or collective claims  
22 released herein, upon satisfaction of all payments and obligations hereunder.

23 PARTIES' AUTHORITY

24 28. The signatories hereto hereby represent that they are fully authorized to enter into  
25 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

26 MUTUAL FULL COOPERATION

27 29. To effectuate the terms of the Settlement, the Parties agree all formal and informal  
28 discovery shall be stayed pending Court approval of the Settlement.

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

10           31.     The Parties and their respective counsel agree that they will not attempt to encourage  
11 Class Members to file Requests for Exclusion.

12                               NO PRIOR ASSIGNMENTS

13           32.     The Parties and their counsel represent, covenant and warrant that they have not  
14 directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or  
15 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action  
16 or right herein released and discharged except as set forth herein.

17                               NO ADMISSION

18           33.     Nothing contained herein, nor the consummation of this Stipulation of Settlement, is  
19 to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the  
20 part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement solely  
21 with the intention to avoid further disputes and litigation with the attendant inconvenience and  
22 expenses.

23                               ENFORCEMENT ACTIONS

24           34.     The Parties agree that the Sacramento County Superior Court shall retain jurisdiction  
25 to enforce the terms of this Settlement pursuant to California Code of Civil Procedure Section  
26 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal  
27 action or other proceeding against any other Party or Parties to enforce the provisions of this  
28 Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the

1 successful party or Parties shall be entitled to recover from the unsuccessful Party or Parties'  
2 reasonable attorneys' fees and litigation costs, including expert witness fees incurred in connection  
3 with any enforcement actions.

4 NOTICES

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

9 To Plaintiff and the Settlement Class:

10 Timothy B. Del Castillo, Esq.  
11 Kent L. Bradbury, Esq.  
12 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC  
2999 Douglas Blvd., Suite 180  
Roseville, CA 95661

13  
14 To Defendants:

15 DERRICK LAM, Bar No. 275431  
16 LITTLER MENDELSON, P.C.  
17 633 W 5<sup>th</sup> Street, 63rd Floor  
Los Angeles, CA 90071  
18 Telephone: 213.443.4300

19 NATHANIEL JENKINS, Bar No. 312067  
20 LITTLER MENDELSON, P.C.  
500 Capitol Mall, Suite 2000  
21 Sacramento, CA 95814  
Telephone: 916.830.7200

22 MICHAEL COSTA, General Counsel  
23 Laser Eye Care of California, LLC dba NVision  
24 75 Enterprise, Suite 200  
Aliso Viejo, CA 92656

25 NO PUBLIC COMMENT

26 36. The Class Representative and Class Counsel will not make any public disclosure of  
27 the Settlement, except through the public filings to preliminarily and finally approve the  
28

1 Settlement; the Parties will use their best efforts to reach agreement on all Court filings.  
2 Notwithstanding the foregoing, the Class Representative and Class Counsel may, in response to a  
3 communication initiated by the media, direct the inquiring media member to the public records of  
4 the Action on file with the Court. Class Counsel will take all steps necessary to ensure that the  
5 Class Representative is aware of the restriction against any public disclosure of the Settlement.  
6 This provision does not prevent Class Counsel from communicating with any Class Members who  
7 may contact Class Counsel, or their own attorneys or tax advisors.

#### 8 CONSTRUCTION

9 37. The Parties hereto agree that the terms and conditions of this Stipulation of  
10 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this  
11 Stipulation of Settlement shall not be construed in favor of or against any party by reason of the  
12 extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of  
13 Settlement.

#### 14 CAPTIONS AND INTERPRETATIONS

15 38. Paragraph titles or captions contained herein are inserted as a matter of convenience  
16 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of  
17 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not  
18 merely a recital.

#### 19 MODIFICATION

20 39. This Stipulation of Settlement may not be changed, altered or modified, except in  
21 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement  
22 may not be discharged except by performance in accordance with its terms or by a writing signed by  
23 the Parties hereto.

#### 24 INTEGRATION CLAUSE

25 40. This Stipulation of Settlement contains the entire agreement between the Parties  
26 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous  
27 agreements, understandings, representations and statements, whether oral or written and whether by  
28

1 a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except  
2 in writing.

3 BINDING ON ASSIGNS

4 41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the  
5 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,  
6 administrators, successors and assigns.

7 CLASS MEMBER SIGNATORIES

8 42. It is agreed that because the members of the Class are so numerous, it is impossible  
9 or impractical to have each member of the Class execute this Stipulation of Settlement. The Class  
10 Notice will advise all Class Members of the binding nature of the release, and the release shall have  
11 the same force and effect as if this Stipulation of Settlement were executed by each member of the  
12 Class.

13 COUNTERPARTS

14 43. This Stipulation of Settlement may be executed in counterparts and by facsimile  
15 signatures, and when each party has signed and delivered at least one such counterpart, each  
16 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken  
17 together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon  
18 and effective as to all Parties.

19 IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint  
20 Stipulation of Settlement as of the date(s) set forth below:

21  
22  
23 **Plaintiff and Class Representative**

24 Dated: Mar 22, 2022

25 Susan Tanis  
Susan Tanis (Mar 22, 2022 18:41 PDT)  
26 SUSAN TANIS  
27  
28

**Defendants**

LASER EYE CARE OF CALIFORNIA, LLC

Dated: \_\_\_\_\_

Chris Karkenny

GABRIEL JACOB, M.D.,  
A MEDICAL CORPORATION

Dated: \_\_\_\_\_

Gabriel Jacob

**APPROVED AS TO FORM:**

DATED: ~~February 18, 2022~~  
March 24, 2022

CASTLE LAW: CALIFORNIA EMPLOYMENT  
COUNSEL

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

  
Timothy Del Castillo  
Kent Bradbury  
Attorneys for Plaintiff and the Class

DATED: February 18, 2022

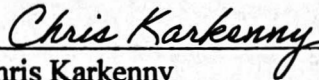
LITTLER MENDELSON, P.C.

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

Derrick Lam  
Nathaniel H. Jenkins  
Attorneys for Defendants

1 **Defendants**

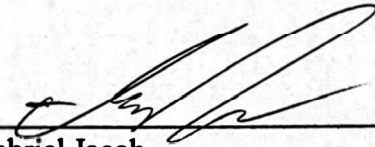
2 LASER EYE CARE OF CALIFORNIA,  
3 LLC

4   
Chris Karkenny

5 Dated: March 24, 2022

6  
7 GABRIEL JACOB, M.D.,  
A MEDICAL CORPORATION

8 Dated: March 25, 2022

9  
10   
Gabriel Jacob

11 **APPROVED AS TO FORM:**

12 DATED: February 18, 2022

13 CASTLE LAW: CALIFORNIA EMPLOYMENT  
COUNSEL

14 By: \_\_\_\_\_  
15 Timothy Del Castillo  
16 Kent Bradbury  
17 Attorneys for Plaintiff and the Class

18 DATED: March 28, 2022

19 LITTLER MENDELSON, P.C.

20 By:   
21 Derrick Lam  
22 Nathaniel H. Jenkins  
23 Attorneys for Defendants