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22 Care.Stat! Inc. DBA CareRev

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

Chafen Suttle, on behalf of himself and other
aggrieved employees,

Plaintiff,

v.

Care.Stat! Inc. DBA CareRev; and Does 1-10,
inclusive,

Defendants.

Case No. 21CV383162

**JOINT STIPULATION OF PAGA
ACTION SETTLEMENT AND
RELEASE**

Complaint Filed: June 17, 2021

Assigned for all purposes to the Honorable
Patricia M. Lucas (Dept. 3)

Jonathan M. Lebe (SBN 284605)
jon@lebelaw.com
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Telephone: (213) 358-7046

Attorneys for Plaintiff Chafen Suttle, on behalf of
himself and all other aggrieved employees

PAGA ACTION SETTLEMENT AGREEMENT

1 This Joint Stipulation of PAGA Action Settlement and Release (“Settlement Agreement,”
2 “Settlement,” or “Agreement”) is made and entered into between Chafen Suttle (“Plaintiff” or
3 “PAGA Representative”), individually and in his capacity as the representative of the Allegedly
4 Aggrieved Individuals, and Defendant Care.Stat! Inc. DBA CareRev (“Defendant”) and is subject
5 to the terms and conditions herein and the approval of the Court. Plaintiff and Defendant are
6 referenced collectively herein as “the Parties.”

7 **I. CONDITIONAL NATURE OF SETTLEMENT**

8 This Agreement is made for the sole purpose of settling the above-captioned action on a
9 representative basis. This Settlement is made in compromise of disputed claims as set forth in the
10 case entitled *Chafen Suttle v. Care.Stat! Inc. DBA CareRev*, Case No. 21CV383162, pending in the
11 Superior Court of California, County of Santa Clara. This action will be referred to herein as “the
12 Action.” The Settling Parties (as defined in Section 2 of this Agreement) enter into this Agreement
13 on a conditional basis.

14 Furthermore, in the event that the Court does not enter the Final Approval Order, or a
15 Judgment is not entered in the Action, or the conditions precedent are not met for any reason, this
16 Settlement shall be deemed void *ab initio*, it shall be of no force or effect whatsoever, it shall not
17 be referred to or utilized for any purpose whatsoever, and the negotiations, terms, and entry of the
18 Agreement shall remain subject to the provisions of California Evidence Code §§ 1119 and 1152
19 and any other analogous rules of evidence that might apply.

20 Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution,
21 injunctive relief, and all other forms of relief as well as the representative allegations asserted in
22 the Action. Defendant has agreed to resolve the Action through this Settlement, but to the extent
23 this Settlement is deemed void, Defendant does not waive, but rather expressly reserves, all rights
24 to challenge all such claims and allegations in the Action upon all procedural and factual grounds,
25 including without limitation the ability to challenge representative action treatment on any grounds,
26 as well as asserting any and all other potential defenses or privileges. The PAGA Representative
27 and PAGA Counsel agree that Defendant retains and reserves these rights. Specifically, the PAGA
28 Representative and PAGA Counsel agree not to argue or present any argument that, in the event

1 this Settlement is not approved in full, Defendant could not file a later motion that contests the
2 manageability of this Action if it proceeds on a representative basis or assert any and all other
3 potential defenses and privileges if this Action were to proceed. The PAGA Representative and
4 PAGA Counsel hereby waive such arguments and agree they will not take a position contrary to
5 this provision.

6 **II. PARTIES TO AGREEMENT**

7 This Agreement is made and entered into by and among the following, herein referred to as
8 the “Settling Parties”: (i) the PAGA Representative (on behalf of himself, the State of California,
9 and each of the Aggrieved Employees), with the assistance of PAGA Counsel; and (ii) Care.Stat!
10 Inc. DBA CareRev, with the assistance of its counsel of choice. The Settling Parties intend this
11 Agreement to fully, finally, and forever resolve, discharge, and settle the Released Claims upon
12 and subject to the terms and conditions hereof.

13 **III. DEFINITIONS**

- 14 1. “Action” means the case entitled *Chafen Suttle v. Care.Stat! Inc. DBA CareRev.*, Case No.
15 21CV383162, pending in the Superior Court of California, County of Santa Clara.
- 16 2. “Agreement” means this particular agreement entered into by the Parties to effectuate the
17 terms of the Settlement.
- 18 3. “Allegedly Aggrieved Individuals” means all individuals classified by Defendant as
19 independent contractors in the State of California during the PAGA Period.
- 20 4. “Allegedly Aggrieved Individual Data” means records for each Allegedly Aggrieved
21 Individual including: (1) name, (2) social security number, (3) last known residential
22 address, (4) last known telephone number, and (5) number of Covered Workweeks
worked during the PAGA Period.
- 23 5. “Attorneys’ Fees” means the fees for work performed by PAGA Counsel and approved
24 for reimbursement by the Court as set forth in Section 8.3 of this Agreement.
- 25 6. “Court” means the Superior Court of the State of California, County of Santa Clara.
- 26 7. “Covered Workweek” means any workweek during the PAGA Period in which an
27 Allegedly Aggrieved Individual was classified as an independent contractor by Defendant
28 and worked at least one shift.

1 8. "Cy Pres Recipient" means Court Appointed Special Advocates, whom the Parties have
2 selected to receive any funds remaining in the QSF after Allegedly Aggrieved Individuals
3 have had 180 days to cash or otherwise negotiate their Settlement Checks and failed to do
4 so.

5 9. "Defendant" means Care.Stat! Inc. DBA CareRev.

6 10. "Defendant's Counsel" means:

7 Julie Totten (State Bar No. 166470)
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27 11. "Enhancement Payment" means a payment to Plaintiff out of the Gross Settlement
28 Amount of up to Five Thousand Dollars (\$5,000), or a lesser amount if ordered by the
Court, which will be paid to Plaintiff for serving as PAGA Representative.

12 12. "Effective Date" means the date that the Court's Judgment in the Action becomes final.
13 For purposes of this Settlement Agreement, the Judgment "becomes final" upon the last to
14 occur of the following: (a) the date of final affirmance on appeal of the Judgment; (b) the
15 date of final dismissal of any appeal from the Judgment or the final dismissal of any
16 proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date of the
17 time for the filing or noticing of any appeal from the Court's Judgment (the day
18 immediately after the last day by which a Notice of Appeal of Judgment may be timely
19 filed with the California Court of Appeal – the sixty-first calendar day following entry of
20 Judgment – and no such appeal being filed).

21 13. "Approval" means an Order granting approval of the Settlement of this PAGA action.

- 1 14. "General Release Payment" shall mean the total of Ten Thousand Dollars (\$10,000),
2 which is in addition to the Gross Settlement Amount, which will be paid to Plaintiff in
3 exchange for executing a general release of any and all claims against Defendant,
4 including a California Civil Code section 1542 waiver. The General Release Payment is
5 inclusive of Defendant's share of payroll taxes, if any. The General Release Payment is
6 contingent upon the Court approving this Settlement. Plaintiff is also eligible for an
7 Individual PAGA Payment.
- 8 15. "Gross Settlement Amount" shall mean the total of One Million Dollars (\$1,000,000). The
9 Gross Settlement Amount will be used to pay third-party settlement administration costs,
10 Plaintiff's attorneys' fees and costs, Plaintiff's Enhancement Payment, and PAGA
11 Penalties. In the event that the number of Covered Workweeks as of March 18, 2022,
12 exceeds 12,776 by more than 7.5%, the Gross Settlement Amount shall be proportionately
13 increased, on a percentage basis, to the extent that such Covered Workweeks exceed the
14 7.5% threshold. For example, if the number of Covered Workweeks as of March 18, 2022,
15 exceeds 12,776 by 8.5%, then the Gross Settlement Amount would be increased by 1% or
16 \$10,000.
- 17 16. "Individual PAGA Payment" means the pro rata amount payable from the Net Settlement
18 Amount to each of the Allegedly Aggrieved Individuals based on each PAGA Settlement
19 Member's number of Covered Workweeks during the PAGA Period. The Allegedly
20 Aggrieved Individuals will be issued an IRS Form 1099 for their Individual PAGA
21 Payments.
- 22 17. "Judgment" means a judgment entered by the Court following entry of the Approval
23 Order.
- 24 18. "LWDA" means the California Labor Workforce Development Agency.
- 25 19. "LWDA Payment" means the 75% portion of the PAGA Penalties that will be paid to the
26 LWDA pursuant to California Labor Code § 2699(i).
- 27 20. "Net Settlement Amount" means the 25% portion of the PAGA Penalties that is remaining
28 after the LWDA Payment is made, from which the Individual PAGA Payments will be
paid.
- 21 21. "PAGA" means the California Labor Code Private Attorneys General Act, California
Labor Code §§ 2698, et seq.
- 22 22. "PAGA Counsel" means:

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jon@lebelaw.com

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Shigufa Saleheen (SBN 341013)
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Los Angeles, CA 90021
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23. “PAGA Notice” means the notice that Plaintiff provided to the Department of Industrial Relations, dated March 30, 2021, that informed the PAGA Administrator of the alleged violations of the Labor Code that are at issue in this Action (LWDA-CM-827566-21).
24. “PAGA Penalties” means the amount remaining after Plaintiff’s Attorneys’ Fees and Litigation Expenses, Plaintiff’s Enhancement Payment, and the costs of settlement administration have been deducted from the Gross Settlement Amount. Pursuant to California Labor Code § 2699(i), 75% of the PAGA Penalties will be paid to the LWDA as the “LWDA Payment.” The remaining 25% of the PAGA Penalties will constitute the Net Settlement Amount, from which Individual PAGA Payments will be paid.
25. “PAGA Period” means the time period from October 3, 2019, until the earlier of: (1) August 15, 2022; or (2) the date on which the Court issues an Approval Order.
26. “PAGA Released Claims” means all claims for civil penalties under PAGA during the PAGA Period based on or reasonably related to the factual allegations in the operative Complaint or Plaintiff’s PAGA Notice to the LWDA, including but not limited to alleged violations of Labor Code sections 201–204, 210, 221, 225.5, 226, 226.3, 226.7, 226.8, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, et seq., 2802, applicable Wage Orders, and any other civil penalties that could have been sought by the Labor Commissioner or through PAGA for violations reasonable arising out of the facts, policies, practices, occurrences, or acts alleged in the operative Complaint or Plaintiff’s PAGA Notice to the LWDA or that derive from the alleged misclassification of the Allegedly Aggrieved Individuals as independent contractors.
27. “QSF” means the Qualified Settlement Fund established by the Settlement Administrator for the benefit of the Allegedly Aggrieved Individuals and from which the Individual PAGA Payments and, if applicable, payroll taxes shall be paid.
28. “Reasonable Address Verification Measure” means utilization of the National Change of Address Database maintained by the United States Postal Service prior to the initial mailing of the Settlement Checks and skip-tracing of bad addresses upon the return of undelivered Settlement Checks.

- 1 29. “Released Parties” means Defendant and its past and present parents, subsidiaries,
2 affiliates, predecessors, successors, assigns, and its present and former officers, agents,
3 shareholders, fiduciaries, plan administrators, employees, attorneys, insurers, and
4 representatives, in their individual and corporate capacities, and the third-party healthcare
5 facilities in California where Allegedly Aggrieved Individuals worked shifts through
6 Defendant’s app-based platform and their past and present parents, subsidiaries, affiliates,
7 predecessors, successors, assigns, and their present and former officers, agents,
8 shareholders, fiduciaries, plan administrators, employees, attorneys, insurers, and
9 representatives, in their individuals and corporate capacities.
- 10 30. “Settlement Administrator” means Rust Consulting, Inc. who the Parties have selected to
11 administer this Settlement.
- 12 31. “Settlement Administration Costs” means the reasonable costs and fees incurred by the
13 Settlement Administrator, as approved by the Court, to administer the Settlement in
14 accordance with this Agreement, which will be paid from the Gross Settlement Amount
15 and is expected not to exceed Fifteen-Thousand Dollars (\$15,000).
- 16 32. “Settlement Check” means a check mailed by the Settlement Administrator to an
17 Allegedly Aggrieved Individual with that Allegedly Aggrieved Individual’s Individual
18 PAGA Payment.
- 19 33. “Updated Address” means a mailing address that was updated via a Reasonable Address
20 Verification Measure, or an updated mailing address provided by the United States Postal
21 Service, an Allegedly Aggrieved Individual, or any other valid source.

22 **IV. PROCEDURAL BACKGROUND**

23 On June 17, 2021, Plaintiff Chafen Suttle filed a representative PAGA lawsuit in Santa
24 Clara County Superior Court, Case No. 21CV383162, on behalf of himself and all other Allegedly
25 Aggrieved Individuals. In the Complaint, Plaintiff alleged various wage and hour violations under
26 California law stemming from the alleged misclassification of the Allegedly Aggrieved Individuals
27 as independent contractors, including claims for: (1) willful misclassification; (2) failure to
28 minimum wage and overtime wages; (3) failure to provide compliant meal periods and rest breaks;
(4) failure to timely pay all wages owed to current employees; (5) failure to provide sick pay; (6)
unlawful deduction of wages; (7) failure to provide compliant wage statements; (8) failure to pay
all wages due and owing to terminated employees; and (9) failure to reimburse all reasonable and
necessary business expenses. In his Complaint, Plaintiff sought civil penalties on behalf of himself

1 and the Allegedly Aggrieved Individuals.

2 The Parties agreed to attend mediation with Louis Marlin, Esq., and participated in informal
3 discovery in advance of mediation. The Parties exchanged relevant documents and data, including
4 documents regarding policies and/or practices that are at issue in this lawsuit, records kept by
5 Defendant regarding Plaintiff's engagement with and work for Defendant, exemplar wage
6 statement samples, and detailed time, earnings, and shift data for the Allegedly Aggrieved
7 Individuals, concerning the claims and defenses at issue in the lawsuit.

8 The Parties have engaged in arm's length negotiations, including a mediation session on
9 May 17, 2022, facilitated by Louis Marlin, Esq., who has extensive experience in labor and
10 employment litigation, which generated a Memorandum of Understanding that summarizes the key
11 terms of the Settlement detailed in this Agreement. The Parties and their counsel are sufficiently
12 familiar with the facts of this case and the applicable laws to make an informed judgment as to the
13 fairness of the Settlement, the respective strengths and weaknesses of the claims brought by the
14 group that Plaintiff sought to represent, and the risks of proceeding in litigation. The Parties are
15 represented by competent counsel and have had the opportunity to consult with counsel prior to the
16 signing of this Agreement.

17 **V. DEFENDANT'S DENIAL OF LIABILITY**

18 Defendant specifically and generally denies any and all liability or wrongdoing of any sort
19 with respect to any of the claims alleged in the Action and makes no concessions or admissions of
20 liability of any sort. Defendant maintains that for any purpose other than settlement, the Action is
21 not appropriate for representative treatment and that, had this matter proceeded through litigation,
22 it would be unmanageable. Nonetheless, Defendant has concluded that further litigation would be
23 protracted, distracting, and expensive, and that it is desirable that the Action be fully and finally
24 settled in the manner and upon the terms and conditions set forth in this Agreement. Defendant has
25 also taken into account the uncertainty and risks inherent in any litigation. Defendant has therefore
26 determined that it is desirable and beneficial to settle the Action in the manner and upon the terms
27 and conditions set forth in this Agreement.

28 The Parties agree there is a bona fide dispute as to the claims in the alleged Action, and

1 neither this Agreement, nor the Settlement-related documents, nor the Settlement itself shall be
2 construed as an admission of either fact or law on any issue by any Party.

3 **VI. CLAIMS OF THE PAGA REPRESENTATIVE AND BENEFITS OF**
4 **SETTLEMENT**

5 The PAGA Representative and PAGA Counsel believe that the claims asserted in the Action
6 have merit and that evidence developed to date supports the claims. However, the PAGA
7 Representative and PAGA Counsel recognize and acknowledge the significant expense, resources,
8 and time required to prosecute the Action against Defendant through trial and through appeals. The
9 PAGA Representative and PAGA Counsel have also taken into account the uncertain outcome and
10 the risks of litigation, the difficulties and delays inherent in this and similar litigation, the challenges
11 of proving manageability throughout the Action, and the problems of proving liability and rebutting
12 possible defenses to the claims alleged in the Complaint. Based upon their evaluation, the PAGA
13 Representative and PAGA Counsel have determined that the settlement set forth in this Agreement
14 is fair, reasonable, adequate, and in the interests of the PAGA Representative and the Allegedly
15 Aggrieved Individuals. Both PAGA Counsel and the PAGA Representative believe that the
16 settlement set forth in this Agreement confers substantial benefits upon all Allegedly Aggrieved
17 Individuals.

18 **VII. CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT**

19 7.1 The Parties enter into this Agreement and the Settlement on a conditional basis. This
20 Agreement and Settlement will become final and effective only upon the occurrence of all of the
21 following events:

22 7.1.1 The Court enters an Approval Order and Judgment; and

23 7.1.2. The Effective Date occurs, and any challenge to the Settlement, whether by
24 objection or appeal, is resolved in favor of enforcement of the Settlement.

25 7.2 Unless the Court orders otherwise or agreed in writing by the Parties, this Agreement
26 shall be deemed null and void *ab initio* upon the failure of any of these conditions to occur.

1 **VIII. SETTLEMENT CONSIDERATION—NO CLAIM FORM REQUIRED;**
2 **DEDUCTIONS FROM THE GROSS SETTLEMENT AMOUNT; CALCULATION**
3 **OF PAYMENTS FROM THE NET SETTLEMENT AMOUNT**

4 This shall be an all-in Settlement without a reversion.

5 8.1 **Payment of the Gross Settlement Amount:** Defendant will pay the Gross
6 Settlement Amount in full and final settlement of the Action. The Gross Settlement Amount will
7 constitute adequate consideration for this Settlement. Since any uncashed settlement check funds
8 will be distributed pursuant to the *cy pres* doctrine, this Agreement and the associated Judgment do
9 not and will not create any unpaid residue or unpaid residual, and no distribution of such shall be
10 required.

11 8.2 **Escalator Clause:** In the event that the number of workweeks as of March 18,
12 2022, exceeds 12,776 by more than 7.5%, the Gross Settlement Amount shall be proportionately
13 increased, on a percentage basis, to the extent that such workweeks exceed the 7.5% threshold. For
14 example, if the number of workweeks as of March 18, 2022, exceeds 12,776 by 8.5%, then the
15 Gross Settlement Amount would be increased by 1% or \$10,000.

16 8.3 **Attorneys' Fees and Litigation Expenses:** PAGA Counsel will submit an
17 application for: (a) an award of Attorneys' Fees of no more than 40% of the Gross Settlement
18 Amount, or Four Hundred Thousand Dollars (\$400,000.00), unless otherwise increased by the
19 Escalator Clause included in Section 8.2 of this Settlement in which case PAGA Counsel's attorney
20 fee award will be increased by the same percentage amount; and (b) an award of PAGA Counsel's
21 actual Litigation Expenses (as documented on an itemized cost sheet with appropriate support),
22 both of which shall be paid out of the Gross Settlement Amount as approved by the Court. The
23 Attorneys' Fees and Litigation Expenses set forth in this Section, as approved by the Court, will
24 constitute complete consideration for all work performed and expenses incurred to date and for all
25 work to be performed and expenses to be incurred through the completion of the Action, its
26 settlement, and the effort to secure an Approval Order and Judgment by PAGA Counsel. The
27 Attorneys' Fees and Litigation Expenses, as approved by the Court, shall constitute full satisfaction
28 of any claim for fees or costs. Defendant will not oppose a motion for approval of PAGA Counsel's
Attorneys' Fees and Litigation Expenses consistent with this Agreement.

1 8.3.1 In the event that the Court (or any appellate court) awards less than the
2 amount requested for Attorneys' Fees or Litigation Expenses, only the awarded amounts shall be
3 paid and shall constitute satisfaction of those obligations and full payment thereunder, and any
4 remaining or unawarded portion of the requested Attorneys' Fees or Litigation Expenses shall be
5 made a part of the Gross Settlement Amount. To the extent the Court does not approve any or all
6 of the Attorneys' Fees or Litigation Expenses requested, the Settlement shall remain binding except
7 as otherwise provided, and this will not be a justification for Plaintiff or Allegedly Aggrieved
8 Individuals to withdraw from the Settlement.

9 8.3.2 PAGA Counsel agrees to be solely responsible for any claims, liens or other
10 demands from persons or entities who previously represented Plaintiff and may seek to be
11 compensated out of the Gross Settlement Amount for attorneys' fees and/or legal costs arising from
12 prosecution of the Action against Defendant.

13 8.4 **Settlement Administration Costs:** From the Gross Settlement Amount,
14 Settlement Administration Costs shall be paid in an amount estimated to be Fifteen Thousand
15 Dollars (\$15,000.00), subject to approval from the Court.

16 8.5 **Enhancement Payment to Plaintiff:** From the Gross Settlement Amount,
17 Defendant agrees to pay to Plaintiff, subject to Court approval, an Enhancement Payment of up to
18 Five Thousand Dollars (\$5,000.00). Defendant will not oppose Plaintiff's application to the Court
19 for an Enhancement Payment consistent with this Agreement. Plaintiff shall be issued an Internal
20 Revenue Service Form 1099 for any Enhancement Payment approved by the Court. Plaintiff
21 hereby acknowledges that he has obtained no tax advice from Defendant and that neither
22 Defendant nor its attorneys have made any representation concerning tax consequences, if any, of
23 the Enhancement Payment. Plaintiff agrees that he is solely responsible for the tax consequences
24 of the Enhancement Payment.

25 8.5.1 In the event that the Court (or any appellate court) awards less than the
26 amount requested for the Enhancement Payment, only the awarded amount shall be paid and shall
27 constitute satisfaction of those obligations and full payment thereunder, and any remaining or
28 unawarded portion of the requested Enhancement Payment shall be made a part of the Gross

1 Settlement Amount.

2 8.5.2 The Enhancement Payment, if approved by the Court, is in addition to the
3 Plaintiff's Individual PAGA Payment and General Release Payment.

4 8.6 **PAGA Penalties; LWDA Payment; Net Settlement Amount:** The PAGA
5 Penalties are the amount remaining after Plaintiff's Attorneys' Fees and Litigation Expenses, the
6 costs of Settlement Administration, and Plaintiff's Enhancement Payment (all as approved by the
7 Court) have been deducted from the Gross Settlement Amount.

8 8.6.1 Pursuant to California Labor Code § 2699(i), 75% of the PAGA Penalties
9 will be paid to the LWDA as the "LWDA Payment."

10 8.6.2 The remaining 25% of the PAGA Penalties will constitute the Net
11 Settlement Amount, from which Individual Settlement Payments will be paid.

12 8.6.3 Individual Settlement Payments will be calculated *pro rata* based on the
13 number of Covered Workweeks each Allegedly Aggrieved Individual has during the PAGA
14 Period according to Defendant's records. Individual Settlement Payments will be paid to
15 Allegedly Aggrieved Individuals in the form of a check.

16 8.7 **General Release Payment to Plaintiff:** In addition to the Gross Settlement
17 Amount, Defendant agrees to pay Plaintiff Ten Thousand Dollars (\$10,000.00) in consideration
18 for Plaintiff's general release of all claims that he may have against Defendant, whether known or
19 unknown, including his waiver of California Civil Code § 1542. Of the General Release Payment,
20 30% will be allocated as wages on Form W-9 and 70% will be allocated as non-wages on Form
21 1099. The General Release Payment is inclusive of the employer's share of payroll taxes. Plaintiff
22 hereby acknowledges that he has obtained no tax advice from Defendant and that neither
23 Defendant nor its attorneys have made any representation concerning tax consequences, if any, of
24 the General Release Payment. Plaintiff agrees that he is solely responsible for the tax
25 consequences of the General Release Payment.

26 8.8 **Taxes:** Individual Settlement Payments will be treated as non-wage penalties and
27 interest, reportable to the Internal Revenue Service Form 1099. Defendant shall not be
28 responsible for tax payments on any portion of the Gross Settlement Amount. The Parties further

1 understand that the Plaintiff and any Allegedly Aggrieved Individual who receives any Individual
2 Settlement Payment pursuant to this Agreement shall be solely responsible for any and all tax
3 obligations associated with such receipt.

4 **IX. ADMINISTRATION OF THE SETTLEMENT**

5 9.1 **Motion for Approval of Settlement Agreement:** After the execution of this
6 Agreement, PAGA Counsel will prepare a Motion for Approval of PAGA Settlement, which will
7 be provided to Defendant's counsel at least five (5) business days prior to filing to allow
8 Defendant's counsel a reasonable opportunity to review and comment on it. PAGA Counsel shall
9 file the Motion for Approval of PAGA Settlement and will serve the Motion and this Settlement
10 Agreement on the LWDA consistent with Labor Code section 2699(1)(2). Plaintiff and PAGA
11 Counsel further agree to undertake any efforts necessary for the Court to issue an Approval Order
12 and enter Judgment. Within ten (10) days of the Judgment, Plaintiff shall submit a copy of the
13 Judgment to the LWDA consistent with Labor Code section 2699(1)(3).

14 9.2 **Settlement Administrator:** The Parties agree to jointly utilize a third-party
15 Settlement Administrator to distribute the Gross Settlement Amount as outlined in this Agreement.
16 The Parties have selected Rust Consulting, Inc. to administer the Settlement, but may jointly select
17 a different settlement administrator subject to the approval of the Court. Settlement Administration
18 Costs are expected not to exceed Fifteen-Thousand Dollars (\$15,000). If the actual cost of
19 settlement administration is less than the amount approved by the Court, the remaining amount
20 shall be added to the Gross Settlement Amount and distributed accordingly. Settlement
21 Administration Costs as approved by the court shall come out of the Gross Settlement Amount. The
22 Settlement Administrator's duties shall include the following: distribute payments for Attorneys'
23 Fees and Litigation Expenses to PAGA Counsel; distribute Plaintiff's Enhancement Payment to
24 Plaintiff; distribute Plaintiff's General Release Payment to Plaintiff; make payment to the LWDA
25 for its 75% share of the PAGA Penalties; maintain a website including information related to the
26 Settlement; update addresses for Allegedly Aggrieved Individuals via the USPS National Change
27 of Address database and perform a skip tracing process to determine the best, most recent address
28 prior to distribution of the Net Settlement Amount; determine Individual PAGA Payment amounts

1 for each Allegedly Aggrieved Individual; mail Individual PAGA Payments to each allegedly
2 Aggrieved Individual; re-mail undeliverable Individual PAGA Payments; pay to the Cy Pres
3 Recipient any funds remaining in the QSF; and perform related tax, accounting, and administration
4 services.

5 9.3 **Establishment and Funding of the QSF:** The Parties agree that the QSF is intended
6 to be a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and Treasury
7 Regulation § 1.468B-1 (26 C.F.R. § 1.468B-1 *et seq.*) and will be administered by the Settlement
8 Administrator as such. With respect to the QSF, the Settlement Administrator shall: (1) open and
9 administer a settlement account in such a manner as to qualify and maintain the qualification of the
10 QSF as a “Qualified Settlement Fund” under Section 468B of the Internal Revenue Code and
11 Treasury Regulation § 1.468B-1; (2) calculate, withhold, remit and report any applicable payroll
12 taxes in connection with the General Release Payment (including, without limitation, federal, state
13 and local income tax withholding, FICA, Medicare and any state or local employment taxes) and
14 indemnify Defendant for any penalty arising out of any error or incorrect calculation and/or interest
15 (if applicable) with respect to any late deposit of the same; (3) satisfy all federal, state and local
16 income and other tax reporting, return, and filing requirements with respect to the QSF; and (4)
17 satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and
18 administration of the QSF and the performance of its duties and functions as described in this
19 Agreement. The aforementioned taxes, fees, expenses, and costs shall be treated as and included in
20 the costs of administering the QSF and as Settlement Administration Costs. The Parties and the
21 Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement
22 Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election
23 statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(2)(ii).
24 The Parties agree to cooperate with the Settlement Administrator and one another to the extent
25 reasonably necessary to carry out the provisions of this section of the Agreement.

26 9.4 **Allegedly Aggrieved Individual Data:** For each Allegedly Aggrieved Individual,
27 Defendant will provide the Settlement Administrator with the following data from its records, to
28 the extent available: 1) name, 2) social security number, 3) last known residential address, 4) last

known telephone number, and 5) number of Covered Workweeks worked during the PAGA Period (“Allegedly Aggrieved Individual Data”). Defendant will provide the Allegedly Aggrieved Individual Data to the Settlement Administrator within 30 calendar days (or, if that date falls on a weekend or holiday, the next business day thereafter) after the Court enters its Approval Order and Judgment. The Settlement Administrator shall utilize Reasonable Address Verification Measures which may include running the mailing addresses provided through the National Change of Address database and using Updated Addresses for each Allegedly Aggrieved Individual when mailing Individual PAGA Payments. Allegedly Aggrieved Individual Data shall be provided in a format to be mutually agreed upon by the Settlement Administrator and Defendant.

9.5 **Distribution of Gross Settlement Amount:**

9.5.1 No later than five (5) business days after the Effective Date has passed, the Settlement Administrator shall prepare a final list of all Allegedly Aggrieved Individuals. For each person on this list, the Settlement Administrator will calculate the amounts due to each Allegedly Aggrieved Individual using the methodology set forth in this Agreement.

9.5.2 No later than thirty (30) calendar days after the Effective Date has passed (or, if that date falls on a weekend or holiday, the next business day thereafter), Defendant shall transfer to the Settlement Administrator the Gross Settlement Amount of \$1,000,000.00 as well as the General Release Payment of \$10,000.00. Defendant will wire the funds requested by the Settlement Administrator into the QSF set up and controlled by the Settlement Administrator.

9.5.3 No later than thirty (30) calendar days after receipt of the Gross Settlement Amount and General Release Payment from Defendant, the Settlement Administrator will (1) pay from the Gross Settlement Amount the Settlement Administration Costs, as approved by the Court; (2) pay from the Gross Settlement Amount to PAGA Counsel the Attorneys’ Fees and Litigation Expenses, as approved by the Court; (3) pay from the Gross Settlement Amount to Plaintiff the Enhancement Payment, as approved by the Court; (4) pay from the Gross Settlement Amount the PAGA Penalties to the LWDA and Individual PAGA Payments, which will be accompanied by a short explanatory letter (**Exhibit A**); and (5) pay the General Release Payment to Plaintiff, less applicable deductions and withholdings.

1 9.5.4 Individual PAGA Payments will remain negotiable for one hundred eighty
2 (180) calendar days from the original date of mailing. Any checks returned as non-deliverable on
3 or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the
4 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
5 Administrator will promptly utilize Reasonable Address Verification Measures to attempt to
6 determine the correct address using a skip-trace, or other search using the name, address, or Social
7 Security number of the PAGA Settlement Member involved and will then perform a single re-
8 mailing using an Updated Address, if available. The Settlement Administrator shall mail a check-
9 cashing reminder postcard to those Allegedly Aggrieved Individuals who have not negotiated their
10 Individual PAGA Payment checks within ninety (90) days of mailing. Funds represented by
11 settlement checks returned as undeliverable and those settlement checks remaining uncashed for
12 more than 180 days after the original date of mailing shall be paid to Court Appointed Special
13 Advocates. Both Plaintiff and Defendant, and their respective Counsel represent that they do not
14 have any relationship or involvement with Court Appointed Special Advocates.

15 9.6 After the Individual Settlement Payments have been mailed and any payment to the
16 Cy Pres Recipient has been made, the Settlement Administrator will provide an accounting in a
17 signed declaration to the Parties of all amounts paid out in connection with this Settlement.

18 **X. RELEASED CLAIMS**

19 10.1 **PAGA Release:** In his capacity as private attorney general “aggrieved employee”
20 acting on behalf of himself and as a proxy or agent of the LWDA, Plaintiff agrees to release
21 Defendant and the other Released Parties, from any and all PAGA Released Claims that arose
22 during the PAGA Period. The express purpose of this Settlement Agreement and the Judgment to
23 be entered by the Court following approval of this Settlement Agreement is to forever bar Plaintiff,
24 the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of
25 the LWDA or State of California from asserting any of the PAGA Released Claims in any future
26 litigation or proceeding. It is the intent of the Parties that, to the greatest extent provided by law,
27 including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of
28 Plaintiff, the State of California and any Allegedly Aggrieved Individual (which includes any legal

1 heirs and/or successors in interest of each and every Allegedly Aggrieved Individual) to bring a
2 PAGA Released Claim is completely and forever foreclosed. Any Party to this Settlement
3 Agreement may use the Settlement Agreement to assert that this Settlement Agreement and the
4 Judgment to be entered by the Court following approval of this Settlement Agreement bar any later-
5 filed action asserting any of the PAGA Released Claims against any of the Released Parties. The
6 provisions of this paragraph apply regardless of whether Plaintiff and/or the Allegedly Aggrieved
7 Individuals cash their Individual PAGA Payment checks.

8 10.2 **General Release by Plaintiff:** As consideration for the General Release Payment,
9 upon the Effective Date, Plaintiff, on behalf of himself and each of his respective heirs,
10 representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of
11 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the
12 Released Parties from all claims or causes of action of any type whatsoever, whether known or
13 unknown, arising out of or related to the Action or the services Plaintiff rendered to Defendant,
14 including but not limited to any and all claims for wrongful discharge; termination in violation of
15 public policy; discrimination; harassment; retaliation; failure to provide reasonable
16 accommodation; failure to engage in a good faith interactive process; breach of contract, both
17 express and implied; breach of covenant of good faith and fair dealing, both express and implied;
18 promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or
19 intentional misrepresentation; negligent or intentional interference with contract or prospective
20 economic advantage; unfair business practices; defamation; libel; slander; negligence; personal
21 injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;
22 any and all claims for violation of any federal, state, or municipal statute, including, but not limited
23 to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Section 1981 of U.S.C.
24 Title 42; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal
25 Pay Act; the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 216 et seq., except as prohibited by
26 law; the Fair Credit Reporting Act; the Employee Retirement Income Security Act of 1974
27 (regarding unvested benefits); the Worker Adjustment and Retraining Notification Act; the Family
28 and Medical Leave Act, except as prohibited by law; the Sarbanes-Oxley Act of 2002; the National

1 Labor Relations Act; the Age Discrimination in Employment Act; the Uniform Services
2 Employment and Reemployment Rights Act; the Genetic Information Nondiscrimination Act; the
3 Immigration Reform and Control Act; the California Family Rights Act; the California Labor Code;
4 the California Industrial Welfare Commission Wage Orders; the California Business & Professions
5 Code; and the California Fair Employment and Housing Act; any and all claims for violation of the
6 federal, or any state, constitution; any and all claims arising out of any other laws and regulations
7 relating to employment or employment discrimination, harassment or retaliation; any and all claims
8 for monetary recovery and personal or individual relief, except as prohibited by law; and any
9 premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory
10 relief, or accounting based on the claims (the "Plaintiff Released Claims"). Nothing in this
11 Agreement shall be construed to prohibit Plaintiff from (i) filing a charge or complaint with the
12 Equal Employment Opportunity Commission or any other federal, state or local administrative or
13 regulatory agency, or (ii) participating in any investigation or proceedings conducted by the Equal
14 Employment Opportunity Commission or any other federal, state or local administrative or
15 regulatory agency. However, Plaintiff expressly waives the right to any relief of any kind in the
16 event that the Equal Employment Opportunity Commission or any other federal, state or local
17 administrative or regulatory agency pursues any claim on Plaintiff's behalf that Plaintiff has
18 released in this Agreement. Furthermore, this general release of claims excludes, and Plaintiff does
19 not waive, release or discharge any unwaivable rights Plaintiff may have under the California Labor
20 Code, claims under state workers' compensation or unemployment laws or indemnification rights
21 Plaintiff has against Released Parties and/or any claims by Plaintiff that cannot be released by a
22 private settlement agreement.

23 10.3 With regard to the Plaintiff Released Claims, Plaintiff expressly waives all rights
24 under California Civil Code section 1542, which states:

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

Plaintiff may hereafter discover facts in addition to or different from those which he now

1 knows or believes to be true with respect to the subject matter of the Plaintiff Released Claims, but
2 he shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever
3 settled and released any and all Plaintiff Released Claims, known or unknown, suspected or
4 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist,
5 or heretofore have existed upon any theory of law or equity now existing, including, but not limited
6 to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or
7 rule, without regard to the subsequent discovery or existence of such different or additional facts.

8 **XI. RIGHT TO REVOKE**

9 11.1 **Right to Revoke:** Defendant has the right in its sole and exclusive discretion to
10 terminate this Agreement and withdraw from the Settlement at any time prior to date the Court
11 enters the Approval Order on this Settlement if the Settlement is construed in such a fashion that
12 Defendant is required to pay more than the Gross Settlement Amount plus the General Release
13 Payment, except as pursuant to the Escalator Clause in Section 8.2. If for any reason the Settlement
14 does not become final, or if Defendant withdraws from the Settlement for any of the reasons set
15 forth in this section, this Agreement and any related settlement documents shall be null and void.
16 In such an event, neither the Agreement, nor the settlement documents, nor the negotiations leading
17 to the Settlement may be used as evidence for any purpose, and Defendant shall retain the right to
18 challenge all claims and allegations in the Action, to assert all applicable defenses, and to dispute
19 the propriety of representative treatment on all applicable grounds.

20 11.2 **Non-Approval of Settlement Agreement:** Because settlement of the Action requires
21 Court approval pursuant to Labor Code section 2699(1)(2), the Settlement Agreement is conditional
22 and contingent upon approval and entry of the Approval Order and Judgment. If the conditions of the
23 Settlement set forth in this Agreement are not satisfied, or if Defendant terminates and withdraws
24 from the Agreement, or if the Court does not enter the Approval Order and Judgment, or if appellate
25 review is sought and on such review the Court's Approval Order is materially modified or reversed,
26 then this Settlement shall be canceled, terminated, and shall have no force or effect. If the Effective
27 Date does not occur (due to the failure of the Court to grant approval or otherwise), or if this
28 Settlement is terminated, revoked, or canceled pursuant to its terms the Parties to this Settlement shall

1 be deemed to have reverted to their respective status as of the date and time immediately prior to the
2 execution of this Settlement. A reduction by the Court or on appeal as to the amount of Attorneys'
3 Fees and Litigation Expenses, and/or to the amount of Plaintiff's Enhancement Payment does not
4 provide a basis for terminating this Settlement.

5 **XII. COOPERATION**

6 12.1 The Parties shall cooperate fully with one another in seeking approval of the Court
7 of this Agreement and to use their respective best efforts to consummate the Settlement and cause
8 the Approval Order and Judgment to be entered and to become final. The Parties therefore agree to
9 cooperate in good faith to promptly prepare, execute and finalize all Settlement-related documents,
10 seek all necessary Court approvals, and do all other things necessary to consummate the Settlement.

11 12.2 The Parties also agree to mutually seek to stay any pending or subsequently-filed
12 representative action lawsuits that allege any of the Released Claims.

13 12.3 No Party to this Agreement shall seek to evade his, her, or its good faith obligations
14 to seek approval and implementation of this Settlement by virtue of any ruling, order, governmental
15 report, or other development, whether in the Action, in any other litigation, or otherwise, that
16 hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect
17 to any claims or defenses or their relative bargaining power with respect to negotiating.

18 12.4 The PAGA Representative, PAGA Counsel, the LWDA and Allegedly Aggrieved
19 Individuals hereby waive appeals of an order granting approval of this Settlement or entering
20 Judgment in the Action as to Defendant so long as such order is consistent with the material terms
21 of this Agreement.

22 12.5 Plaintiff and PAGA Counsel agree not to issue a press release or otherwise notify
23 the media about the terms of the Settlement or advertise or market any of the terms of the
24 Settlement, including, but not limited to, through written, recorded, or electronic communications.
25 Plaintiff and PAGA Counsel further agree that if contacted regarding this case, they will state only
26 that the Action exists and has been resolved. Any confirmation of settlement shall remain
27 confidential until Individual PAGA Payments are mailed.
28

1 **XIII. MISCELLANEOUS PROVISIONS**

2 13.1 All of the Parties have been represented by counsel throughout all negotiations that
3 preceded the execution of this Agreement, and this Agreement is made with the consent and
4 advice of counsel.

5 13.2 This Agreement may not be modified or amended, except in a writing that is
6 signed by the respective counsel of record for the Parties and approved by the Court.

7 13.3 This Agreement and the Exhibit attached hereto constitute the entire agreement
8 between the Parties concerning the subject matter hereof, and supersede and replace all prior
9 negotiations, understandings, memoranda of understanding and proposed agreements, written and
10 oral, relating thereto. No extrinsic oral or written representations or terms shall modify, vary or
11 contradict the terms of the Agreement unless made in writing, signed by duly authorized
12 representatives of all Parties, and approved in writing by a final order of the Court. No waiver of
13 any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one
14 or more instance shall be deemed to be or construed as a further or continuing waiver of any such
15 term, provision or condition.

16 13.4 This Agreement shall be subject to, governed by, construed, enforced, and
17 administered in accordance with the laws of the State of California, without giving effect to the
18 principles of conflict of laws, both in its procedural and substantive aspects, and shall be subject
19 to the continuing jurisdiction of the Court. This Agreement shall be construed as a whole
20 according to its fair meaning and intent, and not strictly for or against any party, regardless of
21 who drafted (or was principally responsible for drafting) this Agreement or any specific term or
22 condition thereof. In any construction to be made of the Agreement, the Agreement shall not be
23 construed against any party and the canon of contract interpretation set forth in California Civil
24 Code section 1654 shall not be applied.

25 13.5 The Settlement shall be binding upon and inure to the benefit of the settling
26 Parties' respective successors, assigns, heirs, spouses, marital communities, executors,
27 administrators and legal representatives. The Agreement and Settlement are not designed to and
28 do not create any third-party beneficiaries either express or implied.

1 13.6 Plaintiff agrees that he will not disparage or encourage or induce others to disparage
2 Defendant and/or Released Parties. For the purpose of this Agreement, “disparage” includes,
3 without limitation, making comments or statements to any person or entity including, but not
4 limited to, the press and/or media, former employees, employees, customers, or any entity or
5 individual with whom either Defendant and/or Released Parties has a business relationship, that
6 would impair the reputations of the Defendant, Released Parties, or any of their employees or
7 independent contractors engaged by Defendant or Released Parties. Nothing in this Section shall
8 prohibit Plaintiff from providing truthful information as required by law in a legal proceeding or a
9 government investigation.

10 13.7 The Parties agree to have mediator Lou Marlin seek to resolve any and all disputes
11 that may arise in connection with interpreting the terms of the Settlement.

12 13.8 The Parties agree the Court shall retain jurisdiction with respect to the
13 implementation and enforcement of the terms of the Agreement, and all Parties hereto submit to
14 the jurisdiction of the Court for purposes of implementing and enforcing the terms of the
15 Agreement.

16 13.9 This Agreement may be executed in one or more counterparts, each of which shall
17 be deemed an original and together shall constitute one and the same instrument. When each of
18 the Parties has signed at least one such counterpart, this Agreement shall become binding as to all
19 of the Parties as of the day and year last executed. Fax and/or electronically scanned signatures
20 shall be deemed as effective as originals.

21 13.10 The Parties hereto represent, covenant, and warrant that they have not directly or
22 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
23 person or entity any portion of any liability, claim, demand, action, cause of action or rights
24 herein released and discharged except as set forth herein.

25 13.11 Each individual signing this Agreement warrants that he or she has the authority
26 and is expressly authorized to enter into this Agreement on behalf of the party(ies) for which that
27 individual signs.

28 13.12 Any notices or other documents that must or may be transmitted to PAGA Counsel

1 and/or Defendant's Counsel, pursuant to any section of this Agreement, shall be transmitted to the
2 addresses set forth in the definitions of PAGA Counsel and Defendant's Counsel, respectively, set
3 forth above.

4 13.13 The Parties and all counsel acknowledge and agree that for the purposes of any
5 claims, actions, and/or proceedings arising out of this Agreement, notice provided to PAGA
6 Counsel shall be deemed to be notice to the Plaintiff.

7 13.14 The Parties believe this Settlement Agreement is a fair, adequate, and reasonable
8 settlement of the Actions, acknowledging that the Court "may award a lesser amount than the
9 maximum civil penalty amount specified by "PAGA" if, based on the facts and circumstances of
10 the particular case, to do otherwise would result in an award that is unjust, arbitrary and
11 oppressive, or confiscatory." Lab. Code § 2699(e)(2). The Parties have arrived at this Settlement
12 Agreement after arm's-length negotiations by experienced counsel. The Parties further
13 acknowledge that they are each represented by competent counsel and that they have had an
14 opportunity to consult with their counsel regarding the fairness and reasonableness of this
15 Settlement Agreement.

16 IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing
17 Settlement Agreement, accepts and agrees to the provisions contained in this Settlement
18 Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

19
20 Dated: July __, 2022

Chafen Suttle

Chafen Suttle (Jul 27, 2022 14:09 PDT)

21 Chafen Suttle, Plaintiff

22 August 1

23 Dated: ~~July~~ __, 2022

Care.Stat! Inc. DBA CareRev

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25 By:

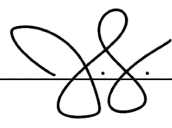
Michelle Middleton

26 Michelle Middleton
27 General Counsel
28 Care.Stat! Inc. DBA CareRev

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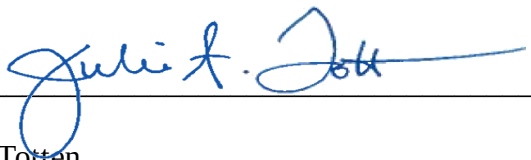
APPROVED AS TO FORM AND CONTENT:

Dated: July 28, 2022

By: 

Jonathan M. Lebe
Zachary Gershman
LEBE LAW APLC
*Attorneys for Plaintiff and the Allegedly Aggrieved
Individuals*

Dated: August 1, 2022

By: 

Julie Totten
Alexandra Stathopoulos
Scott Morrison
Orrick, Herrington & Sutcliffe, LLP
Attorneys for Defendant Care.Stat! Inc. DBA CareRev

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EXHIBIT A

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1 fiduciaries, plan administrators, employees, attorneys, insurers, and representatives, in their
2 individual and corporate capacities, and the third-party healthcare facilities in California where
3 Allegedly Aggrieved Individuals worked shifts through Defendant's app-based platform and their
4 past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, and their
5 present and former officers, agents, shareholders, fiduciaries, plan administrators, employees,
6 attorneys, insurers, and representatives, in their individuals and corporate capacities.

7 The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the
8 Settlement's terms, all Allegedly Aggrieved Individuals release the Released Parties from all
9 claims for civil penalties under PAGA during the PAGA Period based on or reasonably related to
10 the factual allegations in the operative Complaint or Plaintiff's PAGA Notice to the LWDA,
11 including but not limited to alleged violations of Labor Code sections 201-204, 210, 221, 225.5,
12 226, 226.3, 226.7, 226.8, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2802,
13 applicable Wage Orders, and any other civil penalties that could have been sought by the Labor
14 Commissioner or through PAGA for violations reasonable arising out of the facts, policies,
15 practices, occurrences, or acts alleged in the operative Complaint or Plaintiff's PAGA Notice to
16 the LWDA or that derive from the alleged misclassification of the Allegedly Aggrieved
17 Individuals as independent contractors.

18 **IV. What Should I Do Now?**

19 **PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL FOR 20 INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

21 There is no need to take any action to enroll in the Settlement, as you have been automatically
22 included, and there is no option to opt out or object. The Court has already granted Approval of
23 the Settlement and you will be bound by the Settlement and Release whether or not you cash your
24 Individual PAGA Payment check.

25 Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such
26 an event, the Settlement Administrator shall direct all unclaimed funds to Court Appointed
27 Special Advocates.

28 You may call the Settlement Administrator, Rust Consulting, Inc. toll free at <<**Phone
Number**>> with any questions. If your check is lost or misplaced, you should contact the
Settlement Administrator immediately to request a replacement. You must inform the Settlement
Administrator of any change of address to ensure receipt of your Individual PAGA Payment.

You may also contact PAGA Counsel for more information:

Jonathan M. Lebe (SBN 284605)
Zachary T. Gershman (SBN 328004)
Shigufa W. Saleheen (SBN 341013)

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