

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Susan Tidwell (“Plaintiff”) and Defendant Genie Healthcare, Inc. (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the putative class and PAGA representative action lawsuit designated as *Tidwell v. Genie Healthcare Inc* (Merced County Superior Court Case No. 21CV-01329).
- B. “Class” is defined as all of Defendant’s non-exempt employees who were assigned to work at any facility inside California during the Class Period.
- C. “Class Member” is a member of the Class.
- D. “Class Period” means the period of time from April 20, 2017 to the earlier of either May 8, 2022 or date of preliminary approval.
- E. “Class Counsel” means Ashkan Shakouri and Sharon Lin of Shakouri Law Firm.
- F. “Attorneys’ Fees” means the amount requested by Class Counsel and awarded by the Court to compensate Class Counsel for attorneys’ fees in connection with prosecuting the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all related settlement activities, and all post-settlement compliance procedures.
- G. “Litigation Expenses” means the amount requested by Class Counsel and awarded by the Court to reimburse Class Counsel for all litigation expenses incurred in connection with the Action.
- H. “Class Data” means, for each Class Member: his or her name; last-known mailing address; last known telephone number; Social Security Number; and the total number of workweeks worked during the Class Period and PAGA Period.
- I. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached as Exhibit A to this Agreement and incorporated by reference into this Agreement.
- J. “Class Notice Packets” means the Class Notice to be provided to the Class Members by the Settlement Administrator which contains the individualized information for each Class Member.

- K. “Service Award” means the service payment made to Plaintiff in her individual capacity as a class representative in order to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s fees, costs and expenses in the event she was unsuccessful in the prosecution of the Action, and for the general release of all her claims.
- L. “Court” means the Merced County Superior Court.
- M. “Defendant’s Counsel” means S. Brett Sutton, Jared Hague, and Jonathan W. Black of Sutton Hague Law Corporation, P.C.
- N. “Effective Date” means the later of: (1) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (2) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (3) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.
- O. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- P. “Final Approval” means the date on which the Court enters a final order approving the Settlement.
- Q. “Final Approval Hearing” means the final fairness hearing to be conducted by the Court to determine whether to enter an order granting final approval of this Settlement and implement the terms of this Agreement.
- R. “Gross Settlement Amount” means Five Hundred Thousand Dollars (\$500,000) to be paid by Defendant as provided by this Agreement. This amount is the maximum settlement amount to be paid by or on behalf of Defendant and is all-inclusive of all payments contemplated in this Agreement for final resolution of the Action including all court-approved: Settlement Share payment to Class Members; Attorneys’ Fees and Litigation Expenses; Service Award to Plaintiff; PAGA Payment; and Settlement Administration Expenses. The employer’s share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of the Defendant. The Gross Settlement Amount is all-in with no reversion to Defendant and shall be paid without the need to submit a claim form.
- S. “Judgment” means the Judgment entered by the Court following the Court's order granting Final Approval of this Settlement and dismissal of the Action.

- T. “PAGA Payment” means the amount the Parties have agreed to allocate to civil penalties in order to settle claims arising under the Private Attorneys General Act of 2004 (Labor Code sections 2698, et seq.). “LWDA Payment” means the amount paid to the LWDA as its portion (75%) of the total PAGA penalties allocated to it in this Agreement and approved by the Court. “Net PAGA Amount” means the amount paid to PAGA Members as their portion (25%) of the total PAGA penalties allocated to them in this Agreement and approved by the Court.
- U. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for Attorneys’ Fees, Litigation Expenses, the Service Award, the PAGA Payment, and the Settlement Administration Expenses. All disbursements will be made by the Settlement Administrator.
- V. “Non-Participating Class Member” means a Class Member who excludes himself or herself from the Class by submitting a valid and timely Election Not to Participate in Settlement.
- W. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- X. “Preliminary Approval of the Settlement” means the date on which the Court enters an order granting preliminary approval of this Settlement.
- Y. “Released Parties” means Defendant, including, but not limited to any of Defendant’s parent companies, owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, joint venturers, and subsidiaries. Released Parties also include all the healthcare facilities at which Class Members were placed by Defendant, and other employment agencies or services with/for whom Defendant placed Class Members, with respect to the work performed by Class Members on behalf of Defendant during the Class Period, the names of which are identified in Exhibit B to this Agreement and incorporated by reference into this Agreement..
- Z. “Settlement” or “Settlement Agreement” means the settlement and disposition of the Action as embodied and effectuated by this Agreement.
- AA. “Settlement Administrator” means the third-party administrator proposed by the Parties and appointed by the Court to administer the Settlement. The parties have selected Phoenix Settlement Administrators as the Settlement Administrator.
- BB. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

- CC. “PAGA Members” means all of Defendant’s non-exempt employees who were assigned to work at any facility inside California during the PAGA Period. PAGA Members are a subset of the Class Members.
- DD. “PAGA Period” means the period of time from April 19, 2020 to the earlier of either May 8, 2022 or date of preliminary approval.

II. RECITALS

- A. On April 20, 2021, Plaintiff filed a class action Complaint in the Action against Defendant in the Superior Court of the State of California, County of Merced. On July 30, 2021, Plaintiff amended the Complaint to add claims under PAGA.
- B. Plaintiff, on behalf of herself and others similarly situated, asserted claims against Defendant in the Action for: 1) failure to pay for all hours worked; 2) failure to pay minimum wage; 3) failure to pay overtime; 4) failure to authorize and/or permit meal breaks; 5) failure to authorize and/or permit rest breaks; 6) failure to reimburse necessary business expenses; 7) failure to furnish accurate wage statements; 8) waiting time penalties; 9) unfair business practices; 10) penalties under Labor Code section 210; and 11) PAGA penalties.
- C. On March 9, 2022, the Parties participated in an all-day mediation presided over by Hon. Carl J. West (Ret.), a mediator with extensive experience involving employment class actions and with the aid of the mediator, agreed to settle the Action and all other matters covered by this Agreement pursuant to the terms and conditions of the Parties’ Memorandum of Understanding (the “Parties’ MOU”). This Agreement replaces and supersedes the Parties’ MOU and any other agreements, understandings, or representations, whether oral or written, between the Parties.
- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant or any Released Party that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. Defendant denies each of the allegations and claims asserted in the Action. Defendant enters into this Agreement for the sole purpose of avoiding the operational burden, expense and uncertainty of continuing litigation.
- E. The Parties stipulate to the conditional certification of the Class for purposes of this Settlement only. This Agreement is contingent upon the Preliminary and Final Approval and certification of the Class only for purposes of this Settlement. Should this Settlement not become final, for whatever reason or the Effective Date does not occur, the Parties’ stipulation to class certification as part of this Settlement

shall become null and void *ab initio*, and the fact that the Parties were willing to stipulate provisionally to class certification as part of this Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Action, and shall not be admissible for any purpose in any action, including the Action. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified in the Action or in any other action or proceeding.

- F. Defendant expressly reserves the right and declares that it intends to oppose class certification vigorously should this Settlement not be granted Final Approval or be modified or reversed on appeal or otherwise not become final. If for any reason this Agreement does not become effective, Defendant reserves the right to contest certification of any class, including the Class, for any reason. Defendant does not concede the merits of Plaintiff's contentions regarding the suitability of the litigation for class certification under California Code of Civil Procedure, but has agreed to resolve the litigation through this Settlement in recognition of the expense and risk of continuing with the litigation and in the belief that the Settlement is fair, adequate and reasonable. Therefore, in entering into this Agreement, it is the Parties' mutual intention and agreement that if for any reason the Agreement does not become final, the conditional class certification will be vacated, Plaintiff and Defendant will retain all rights to support or oppose certification for the purposes of litigation, and any certification arising from the Court's Final Approval of this Settlement may not be used by Plaintiff or Defendant in support of any argument for or against certification of any class. Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies in the Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of its claims, rights, remedies, objections or defenses in the Action. Neither the provisional certification nor, if ultimately approved, the certification of the Class to consummate this Settlement shall constitute a determination by the Court that a class should be certified for purposes of trial or for any other purpose in any action. Thus, if any appeal is successful in the Court of Appeals, the Court's certification of the class for settlement purposes shall be deemed void *nunc pro tunc*.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Five Hundred Thousand Dollars (\$500,000). The entirety of the Gross Settlement Amount will be disbursed pursuant to this Agreement, with no reversion to Defendant.

B. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments to be deducted from the Gross Settlement Amount as follows:

1. **To Plaintiff:** In addition to her respective Settlement Share, Plaintiff will apply to the Court for an award of not more than \$10,000 as her Service Award. Defendant agrees not to oppose a Service Award of up to \$10,000 to the Plaintiff. The Settlement Administrator will pay the Service Award approved by the Court out of the Gross Settlement Amount. If the Court approves a Service Award of less than \$10,000 to Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Because such payments do not constitute alleged wage loss, payroll tax withholding and deductions will not be taken from the Service Award and instead a Form 1099 will be issued to the Plaintiff with respect to the payment. To receive this payment, Plaintiff as consideration agrees to waive all known and unknown claims under California Civil Code section 1542 and agrees to a general release of all claims as set forth in Section III(F)(3) below.
2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than \$166,650 (one-third of the Gross Settlement Amount) as their Attorneys' Fees to be supported by their billing records, and an amount not more than \$20,000 as their Litigation Expenses for their billed expenses. Defendant agrees not to oppose Class Counsel's request for such Attorneys' Fees and Litigation Expenses. The Settlement Administrator will pay the amounts for Attorneys' Fees and Litigation Expenses approved by the Court (but not more than \$166,650 and \$20,000, respectively) out of the Gross Settlement Amount. If the Court approves Attorneys' fees or Litigation Expenses of less than \$166,650 or \$20,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from any awarded Attorneys' Fees or Litigation Expenses and instead one or more Forms 1099 will be issued to Class Counsel as appropriate under applicable regulations with respect to those payments. The payment of awarded Attorneys' Fees and Litigation Expenses shall be made to Class Counsel by the Settlement Administrator in accordance with this Agreement.
3. **To the LWDA.** The Parties will seek approval from the Court for a PAGA Payment of \$50,000 out of the Gross Settlement Amount for PAGA claims that occurred during the PAGA Period, which shall be allocated \$37,500 to LWDA as its share of the Settlement of civil penalties paid under this Agreement pursuant to the PAGA (the "LWDA Payment") and \$12,500 for distribution to the PAGA Members (the "Net PAGA Amount"). If the Court approves a PAGA Payment of less than \$50,000, the remainder will be

retained in the Net Settlement Amount for distribution to the PAGA Members.

4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$6,250 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$6,250 the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. Payments From the Net Settlement Amount and Net PAGA Amount.

1. **Calculation for Class.** The Net Settlement Amount shall be used to make the following payments after the deductions have been taken from the Gross Settlement Amount as described in Section III(B) above for the Service Award, Attorneys’ Fees, Litigation Expenses, the PAGA Payment, and Settlement Administration Expenses. The Net Settlement Amount shall be paid as follows: The Settlement Share for each Participating Class Member in the Class will be calculated by (a) dividing this amount by the total number of workweeks worked by all Participating Class Members in the Class during the Class Period to determine a dollar amount per workweek (“Workweek Payment”), and (b) multiplying the total number of workweeks worked by each Participating Class Member in the Class during the Class Period by the Workweek Payment.
2. **Calculation for PAGA Members.** The value of each PAGA Member’s PAGA Share will be based on the number of each PAGA Member’s workweeks during the PAGA Period. Specifically, 25% of the approved PAGA Payment allocated to the Net PAGA Amount will be divided by the total number of workweeks worked by all PAGA Members during the PAGA Period, and then taking that number and multiplying it by the number of workweeks worked by each respective PAGA Member. PAGA Members will receive payment from the Net PAGA Amount regardless of their decision to participate in the Action if the PAGA Payment is approved by the Court.
3. **Taxation.**
 - a. Twenty percent (20%) of each Participating Class Member’s Settlement Share shall be treated as wages (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. The Wage Portion will be paid from the Net Settlement Amount.

- b. Eighty percent (80%) of each Participating Class Member's Settlement Share shall be treated as reimbursement of business expenses, interest and penalties (the "Non-Wage Portion"). Accordingly, the Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The Non-Wage Portion will be paid from the Net Settlement Amount.
 - c. One hundred percent (100%) of each PAGA Member's PAGA Share shall be treated as reimbursement of penalties. Accordingly, the PAGA Shares shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 - 4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their election not to participate will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on an equal *pro rata* basis. Defendant reserves the right to cancel the Settlement in the event the number of Non-Participating Class Members exceeds five percent (5%) of the Class.
 - 5. **Class Size Modification.** Defendant has represented that there are approximately 2,568 workweeks worked by approximately 155 Class Members during the Class Period. In the event the actual number of workweeks worked by Class Members during the Class Period increases by more than ten percent (10%) (i.e., increases to more than 2825 workweeks), the Gross Settlement Amount shall increase on a *pro-rata* basis equal to the percentage increase in the number of workweeks worked by Class Members above 10%.
- D. **Appointment of Settlement Administrator.** The Parties will ask the Court to appoint Phoenix Settlement Administrators, as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update addresses prior to mailing; performing a reasonable address search for any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Defendant's employer share of any payroll taxes, calculating Settlement Shares; issuing the checks and

accompanying notices to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. Subject to consultation with Class Counsel and Defendant's Counsel, the Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. In the event that any questions or disputes arise regarding an individual's membership in the Class, Defendant's records will be presumed to be accurate and correct, and will be presumptively determinative to resolve the dispute. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 and section 468B of the Internal Revenue Code of 1986, as amended (the "Code"). The Settlement Administrator shall be treated as an "administrator" as defined at Treasury Regulation section 1.468B-2(k) for purposes of federal and state income tax reporting with respect to the distributions from the Net Settlement Amount. Accordingly, Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Code and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this section may be modified in a manner to comply with any such changes.

E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice Packet (the "Motion for Preliminary Approval"), which Defendant agrees not to oppose as long it is consistent with the terms set forth in this Agreement. At least seven (7) days before filing the Motion for Preliminary Approval, Class Counsel will send drafts of such papers to Defendant's Counsel for comments.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the Motion for Preliminary Approval.

- c. A decision by the Court not to enter the Preliminary Approval Order in its entirety, or a decision by the Court to enter the Preliminary Approval Order with material modifications (other than modifications concerning the proposed amount of any attorneys' fees or litigation expenses to be paid to Class Counsel or the amount of any service award to Plaintiff) that either of the Parties determines in their reasonable and good faith judgment to be material, will be discretionary grounds for that Party to terminate this Agreement by providing written notice to the other Party and the Court within twenty-one (21) calendar days of receipt of the Court's decision. In such event, the Parties agree to submit any unresolved issues to Judge Carl J. West (Ret.) for binding resolution.
2. **Notice to Class Members.** After the Court enters its order granting Preliminary Approval of the Settlement, the Settlement Administrator will provide every Class Member with the Class Notice Packet, which will include the Class Notice Packet completed to reflect the order granting Preliminary Approval of the Settlement and showing the Class Member's Class Data as follows:
 - a. No later than ten (10) calendar days after the Court enters its order granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an Excel file with each Class Member's Class Data. The Class Data, its contents and any files containing Class Data shall remain strictly confidential and for the Settlement Administrator's eyes only, except that Class Counsel shall have access to Class Data to the extent necessary to discharge their fiduciary duties to the Class.
 - b. The Settlement Administrator shall agree to keep the Class Data and its contents strictly confidential. This provision shall not be construed to
 - c. Using best efforts to mail it as soon as possible, and in no event later than seven (7) calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
 - d. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use

the Class Data and otherwise work with Defendant to find that more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- e. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient Forms) and the number of objections it receives (including objections to Settlement and/or objections to Attorneys' Fees and Litigation Expenses).
- f. Not later than fourteen (14) days before Plaintiff files her Motion for Final Approval of the Settlement, the Settlement Administrator shall provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement that it has received (including the numbers of valid and deficient Forms) and detailing any objections that it has received (including objections to Settlement and/or objections to Attorneys' Fees and Litigation Expenses). Prior to the Final Approval Hearing, the Settlement Administrator shall supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Objections to Attorneys' Fees and Litigation Expenses; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and objections to Attorneys' Fees and Litigation Expenses. Class Members may also submit Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice shall provide that Participating Class Members who wish to object to the Settlement must submit their written objection to the Settlement Administrator

setting forth the grounds for the objection. Such objection must be postmarked to and/or received by the Settlement Administrator not later than 45 days after the Settlement Administrator mails the Class Notice Packets or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address. The Settlement Administrator will forward all written objections received to the Parties' Counsel who will file the objections along with any response thereto at the time of filing the Motion for Final Approval of the Settlement. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection, regardless of whether he or she submitted a written objection in the manner and by the deadline specified hereinabove. Non-Participating Class Members shall have no ability to comment on or object to the Settlement, except with the Court's permission.

- b. **Objections to Attorneys' Fees and Litigation Expenses.** Class Counsel shall file their application for the Attorneys' Fees and Litigation Expenses concurrently with Plaintiff's Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing. The Settlement Administrator will forward all written objections received to the Parties' Counsel who will file the objections along with any response thereto at the time of filing the Motion for Final Approval of the Settlement. The Class Notice will provide that Participating Class Members who wish to object to the Attorneys' Fees and/or Litigation Expenses must submit their written objection to the Settlement Administrator setting forth the grounds for the objection. Such objection must be postmarked to and/or received by the Settlement Administrator not later than 45 days after the Settlement Administrator mails the Class Notice Packets or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection, regardless of whether he or she submitted a written objection in the manner and by the deadline specified hereinabove. Non-Participating Class Members shall have no ability to object to Attorneys' Fees and Litigation Expenses, except with the Court's permission.
- c. **Election Not to Participate in Settlement.** The Class Notice also shall provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than 45 days after the Settlement Administrator mails the Class Notice Packets, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first

mailing came back because of an incorrect address, a signed Election Not to Participate in Settlement or a response in another verifiable format advising the Settlement Administrator that the Class Members elects not to participate in the Settlement. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity.

A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that PAGA Members will receive payment from the Net PAGA Amount and will be bound by and release all Released PAGA Claims, irrespective of whether they are a Non-Participating Class Member. Defendant will remain free to contest any claim or action brought by the Non-Participating Class Member, and nothing in this Agreement will constitute or be construed as a waiver of any defense against such a claim or action. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to object to the Settlement, except with the Court's permission.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Class as set forth in this Agreement.

The Settlement Administrator shall retain the originals of all Elections Not to Participate in Settlement and objections in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

- d. **Disputes to Workweeks and Estimated Payments.** Class Members will have the opportunity, should they disagree with Defendant's records regarding the start and end dates of their employment, their total workweek count, and/or their estimated payment, to provide documentation and/or an explanation to show contrary dates or workweeks. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall

determine the eligibility for, and the amounts of, any individual Settlement Shares under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Share shall be binding upon the Class Member and the Parties. Class Members shall have 45 days after the Settlement Administrator mails the Class Notice Packets, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address, to submit a dispute to the Settlement Administrator.

4. **Right of Defendant to Reject Settlement.** If five percent (5%) or more Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement. Defendant will pay the amount of the Settlement Administration Expenses incurred as of the date that Defendant exercise its right to void the Settlement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void not later than fourteen (14) days after the Settlement Administrator notifies the Parties of the final total number of valid Elections Not to Participate in Settlement it has received following the deadline for Class Members to submit a timely Election Not to Participate in Settlement.
5. **No Solicitation of Objection or Election Not to Participate.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
6. **Additional Briefing and Final Approval.**
 - a. Class Counsel will file with the Court their application for the Attorneys' Fees, Litigation Expenses and Service Award before filing, or concurrently with, Plaintiff's Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - b. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will file with the Court a Motion for Final Approval of the Settlement, which Defendant agrees not to oppose as long as it is consistent with the terms set forth in this Agreement.
 - c. If any objection is filed, then not later than seven calendar days

before the Final Approval Hearing, both Parties may file a reply in support of the Motion for Final Approval of the Settlement; and Plaintiff and Class Counsel may file a reply in support of their motions for the Service Award, the Attorneys' Fees, and the Litigation Expenses.

- d. If the Court does not grant Final Approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release for Participating Class Members and/or for Plaintiff, or the binding effect of the Settlement on Participating Class Members), then the Settlement, at either Parties' option, will be null and void and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the Service Award, the Attorneys' Fees, or the Litigation Expenses, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - e. Upon the Court's entry of an order granting Final Approval of the Settlement and entry of Judgment stating that the Action was settled; Plaintiff and Participating Class Members will take that which is stated in the Agreement. After entry of the Judgment, the Merced Superior Court in which the Parties shall seek approval of the Settlement will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, including resolution of any dispute concerning any provision of this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under California court rules and applicable law, including California Code of Civil Procedure section 664.6.
7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, that the Court does not make any material modification to the Settlement, and that the Parties have fully performed under the Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is

taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final.

8. **Modifying, Vacating, or Altering Settlement.** Should the Settlement, or any terms therein, be modified, vacated, altered, or become otherwise subject to challenge by law, including, but not limited to, any law that became effective after the execution of this Settlement Agreement, so that this Settlement is not approved by the Court in its entirety, the Parties shall have the option to revoke the Settlement Agreement at their sole discretion. A vacation or modification of the Court's award of the Service Award or the Attorneys' Fees or Litigation Expenses will not constitute a vacation or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, writ or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release for Participating Class Members and/or Plaintiff, or the binding effect of the Settlement on Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing Court, and the Court not later than fourteen (14) days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Service Award or the Attorneys' Fees or Litigation Expenses will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
10. **Funding of Settlement, Timing of Provision of Settlement Shares and Other Payments.** Defendant shall wire or electronically transfer to the Settlement Administrator the Gross Settlement Amount and all applicable employer-side payroll taxes by the later of March 15, 2023 or fifteen (15) calendar days after the Effective Date of the Settlement. The Gross Settlement Amount will consist of the Net Settlement Amount; awarded settlement administration expenses; awarded attorneys' fees and litigation expenses; awarded service award; and awarded PAGA payment to the Settlement Administrator for distribution pursuant to the Settlement Agreement. The payment shall be wired or electronically transferred by

Defendant to the Qualified Settlement Fund account created by the Settlement Administrator.

- i. Within ten (10) calendar days after receipt of the payment from Defendant, as set forth above, the Settlement Administrator shall make the following distributions: to each Participating Class Member a check for their full Settlement Share, and any Net PAGA Amount if they qualify for such payment, at their last known home address; the LWDA payment to the LWDA; the awarded Settlement Administration Expenses to the Settlement Administrator; the awarded Litigation Expenses to Class Counsel; and the awarded Attorneys' Fees to Class Counsel.
11. **Full Discharge of Obligations by Defendant.** Defendant's transfer of the Gross Settlement Amount to the Qualified Settlement Fund created by the Settlement Administrator shall constitute full and complete discharge of the entire obligation of Defendant under this Agreement.
12. **Uncashed Settlement Share Checks.** Any checks issued to Participating Class Members must be cashed within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If a Participating Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a letter informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the Settlement Share check of a Participating Class Member remains uncashed by the expiration of the 180-day period, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.* for the benefit of those Participating Class Members who did not cash their Settlement Share checks until such time that they claim their property and who will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they cash their Settlement Share checks.
13. **Final Report by Settlement Administrator to Court.** Within ten (10) days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Released Claims.** Upon full payment of the Gross Settlement Amount, the Participating Class Members and PAGA Members, including Plaintiff, will fully, finally, and forever completely release and discharge Defendant and the Released Parties from the “Released Claims.” Released Claims include, without limitation, claims arising under federal, state, and/or local statutory, constitutional, contractual, or common law claims for wages, damages, costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, expenses, other fees of any kind, restitution, equitable relief, or other relief under California Business & Professions Code Section 17200 et seq. (“Section 17200”) that have been, could have been, or in the future can or might be asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, local, foreign, or common law), by or on behalf of any of the Participating Class Members or PAGA Members, whether individual, direct, class, representative, legal, equitable, or other type or in any other capacity against Defendant and the Released Parties, which the Participating Class Members or PAGA Members ever had, now have, or may have had, that accrued during the Class Period and/or PAGA Period, by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations, omissions, or any other matter whatsoever related directly or indirectly to the Action or based on the facts alleged in the Action including, but not limited to, including failure to pay for all hours worked; failure to pay minimum wage; failure to pay overtime; failure to authorize and/or permit meal breaks; failure to authorize and/or permit rest breaks; failure to reimburse necessary business expenses; failure to furnish accurate wage statements; waiting time penalties; unfair business practices; penalties under Labor Code section 210; and any and all claims for civil penalties that could have been assessed or collected by Plaintiff or the LWDA, a State of California Executive Branch Agency under the PAGA, based on the allegations set forth in Plaintiff’s April 19, 2021 letter to the LWDA (“PAGA Letter”), including any and all claims under California Labor Code sections, including, subdivision (k) of Section 96, Sections 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Section 218.5, Sections 221, 222, 222.5, 223, and 224, Section 226, 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 500, 510, 511, 512, 513, 551, 552, 558, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1194.2, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308,

1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, 2810, 2810.5, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399. 7, all of which are expressly referenced in Plaintiff's PAGA Letter, and any other claims for civil penalties for failure to pay for all hours worked; failure to pay minimum wage; failure to pay overtime; failure to authorize and/or permit meal breaks; failure to authorize and/or permit rest breaks; failure to reimburse necessary business expenses; failure to furnish accurate wage statements; waiting time penalties; and penalties under Labor Code section 210.

The release shall be included as part of any final judgment in this action, so that all released claims and rights shall also be barred by principles of *res judicata*. Released Claims does not release any person, party, or entity from claims, if any, by Participating Class Members for workers compensation, unemployment, wrongful termination, discrimination, harassment, retaliation, or disability benefits of any nature. The Released Claims are those that accrued during the Class Period and/or PAGA Period. Participating Class Members and PAGA Members shall be forever barred from asserting, instituting, or maintaining against any or all of the Released Parties, any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities whether legal, equitable, or otherwise, relating in any way to the claims asserted or the factual or legal allegations made in the Action.

2. **Plaintiff's Release.** Upon full payment of the Gross Settlement Amount, Plaintiff, with the sole exception of those claims and causes of action set forth in the foregoing Paragraph F.1., on behalf of herself and her heirs, executors, administrators or assignees, will unconditionally release and forever discharge the Released Parties from any and all claims, demands, causes of action, obligations and liabilities whatsoever, whether or not presently known or unknown, or fixed or contingent, including, without limitation, any claims related to or arising out of Plaintiff's employment relationship with Defendant or the termination of that employment relationship, including, without limitation, any and all claims for accrued vacation or sick pay, claims, demands, or causes of action under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act, the Americans with Disabilities Act, the Americans with Disabilities Act Amendments Act, the Family Medical Leave Act and

related regulations, the California Family Rights Act and related regulations, the National Labor Relations Act, the Labor Management Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Occupational Safety and Health Act, Employee Retirement Income Security Act, the California Fair Employment and Housing Act, the California Labor Code, the California Healthy Workplace Healthy Family Act of 2014, and California Government Code (except as such waiver or release is prohibited by law, case law, or statute), common law claims for wrongful discharge or termination, constructive discharge, retaliatory discharge, breach of contract (employment or otherwise), conspiracy, fraud, breach of fiduciary duty, negligent misrepresentation, intentional or negligent infliction of emotional distress, defamation, libel, slander, conversion, invasion of privacy rights, tortious interference with contract, tortious interference with business relations, and disparagement of business reputation (“Plaintiff’s Released Claims”).

Plaintiff agrees not to object to or opt out of the Settlement.

3. **Plaintiff’s Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Service Award, Plaintiff’s Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that she now knows or believes to be true with respect to the subject matter of Plaintiff’s Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff’s Released Claims, Plaintiff expressly waives and relinquishes all of the provisions and all of her rights and benefits under the provisions of section 1542 of the California Civil Code, which reads:

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

- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement. Specifically, the Parties agree and understand that none of the amounts paid under this Agreement to Plaintiff and the Participating Class Members constitute compensation under any “Employee Benefit Plan” as defined by section 3(3) of ERISA; Participating Class Members waive any and all claims for additional contributions to, and/or benefits under, any Employee Benefit Plan

maintained or sponsored by Defendant based on any amount paid under this Agreement; and they release any claim for employee benefits, including any and all claims arising under ERISA, arising out of, or related to, the amounts paid under this Agreement.

H. Miscellaneous Terms.

1. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. Defendant specifically denies any liability to Plaintiff or to any Class Member upon any claim or cause of action asserted in this Action. This Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of the claims was non-meritorious or any defense asserted by Defendant were meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, the negotiation and execution of the Agreement, any document, statement, proceeding, act or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any of the other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; nor (ii) disclosed, referred to or offered in evidence against Defendant or any of the Released Parties, in any further proceeding in the Action, or in any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement; nor (iii) shall be deemed to be, or used as, an admission or evidence of the appropriateness of these or similar claims for class certification in the Action or with respect to any other proceeding.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings solely to enforce any or all terms of this Agreement or in defense of any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and will seek authorization to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement, if necessary. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties disagree about application or interpretation of the terms and conditions of this Agreement, the Parties will seek the assistance of a mutually agreeable mediator for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as expressly set forth in this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties and their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the substantive and procedural laws of the State of California and procedural laws of the United States of America to the extent applicable, without giving effect to any conflict of law principles or choice of law principles.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Continuing Cooperation.** The Parties, to the greatest extent possible, are obligated to work together jointly to effectuate the Settlement, and each term therein. Unless otherwise agreed by the Parties, this joint obligation includes, but is not limited to, fully documenting the Settlement, expeditiously completing or filing any other required documents or pleadings, arguing that the terms and conditions agreed upon should be enforced fully, commencing any required action (either in court or in arbitration), jointly appealing and/or otherwise exhausting judicial review of any adverse ruling, etc.
11. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Ashkan Shakouri
Sharon Lin
Shakouri Law Firm
11601 Wilshire Blvd., Fifth Floor
Los Angeles, CA 90024
Tel: (310) 575-1827
E-mail: ash@shakourilawfirm.com
sharon@shakourilawfirm.com

To Defendant:

S. Brett Sutton
Jared Hague
Jonathan w. Black
Sutton Hague Law Corporation, P.C.
5200 N. Palm Ave., Ste. 203
Fresno, CA 93704
Telephone: (559) 325-0500
Facsimile: (519) 981-1217
E-mail: brett@suttonhague.com
jared@suttonhague.com
jonathan@suttonhague.com

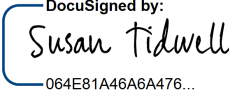
14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, or electronic signatures which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision in this Agreement.
16. **Binding Resolution.** Any dispute between the Parties as to any terms of this Agreement shall be presented to Carl J. West (Ret.), who shall issue a binding and final resolution.
17. **Continuing Jurisdiction.** The Merced Superior Court in which the Parties will seek approval of the Settlement shall retain continuing jurisdiction over this case to ensure the continuing implementation and enforcement of the provisions of this Settlement Agreement under applicable law, including, but not limited to, California Code of Civil section 664.6

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 5/17/2022

SUSAN TIDWELL

By:  064E81A46A6A476...

Dated: 5/19/2022

GENIE HEALTHCARE INC

By:  E01E600B235C406...
Name: venkat nadipelly
Title: CEO

Approved as to Form:

Dated: 5/17/22

SHAKOURI LAW FIRM

By: Ashkan Shakouri
Ashkan Shakouri
Sharon Lin
Attorneys for Plaintiffs

Dated: 5/19/2022

SUTTON HAGUE LAW CORPORATION, P.C.

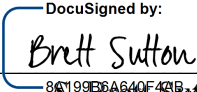
By:  8C199D6A640F42B...
S. Brett Sutton
Jared Hague
Jonathan W. Black
Attorneys for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE
FOR FINAL COURT APPROVAL]

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

Tidwell v. Genie Healthcare Inc (Case No. 21CV-01329)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<< [REDACTED] >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement, except as noted in Section 7 below. Instructions are set forth below.
Object	Write to the Settlement Administrator about why you do not like the Settlement and/or appear at the Final Approval Hearing. Directions are provided below.

1. Why did I get this Class Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action (the “Lawsuit”) pending in the California Superior Court for the County of Merced (the “Court”) has been reached between Plaintiff Susan Tidwell (“Plaintiff”), on the one hand, and Defendant Genie Healthcare, Inc. (“Defendant”), on the other hand, and has been preliminarily approved by the Court. **You may be entitled to receive money from this Settlement. The Court has not made a determination about any of the contentions of the parties. This Class Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims or defenses asserted by either side.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All of Genie Healthcare Inc.’s non-exempt employees who were assigned to work at any facility inside California from April 20, 2017 to [the earlier of either May 8, 2022 or date of preliminary approval] (the “Class Period”).

This Class Notice explains the Lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

The Lawsuit is brought by Plaintiff who was formerly employed by Defendant in California. This Lawsuit is against Defendant.

In the Lawsuit, Plaintiff alleges that Defendant violated California law in several ways. Specifically, the Lawsuit includes claims for (1) failure to pay for all hours worked; (2) failure to pay minimum wage; (3) failure to pay overtime; (4) failure to authorize and/or permit meal breaks; (5) failure to authorize and/or permit rest breaks; (6) failure to reimburse necessary business expenses; (7) failure to provide accurate wage statements; (8) failure to pay all wages timely upon separation of employment; (9) unfair business practices; (10) failure to pay all wages timely during employment; and (10) violation of the Private Attorneys General Act of 2004 (“PAGA”). Defendant denies, and continues to deny, all claims asserted by Plaintiff and contends that it fully complied with the California Labor Code and all other applicable state and federal laws and regulations.

Following mediation on March 9, 2022, the Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiff and Class Counsel believe the proposed Settlement is fair, adequate and in the best interest of the Class Members given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Defendant enters into this Settlement for the sole purpose of avoiding the operational burden, expense and uncertainty of continuing litigation.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and Ashkan Shakouri and Sharon Lin of Shakouri Law Firm to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay Five Hundred Thousand Dollars (\$500,000) (the “Gross Settlement Amount”) to fund the Settlement of the Lawsuit. The Gross Settlement Amount includes all payments of Settlement Shares to the Class contemplated by the Settlement, Attorneys’ Fees, Litigation Expenses, Settlement Administration Expenses, Service Award to the Plaintiff, and the PAGA Payment, but excludes the employer’s share of payroll taxes, which shall remain the sole responsibility of Defendant. The entirety of the Gross Settlement Amount will be disbursed, with no reversion to Defendant.

Amounts to be Paid from the Gross Settlement Amount. The Court has tentatively approved certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final approval by the Court, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$6,250, for expenses, including expenses of notifying the Class of the Settlement, processing opt-outs, and distributing Settlement Shares and tax forms.
- Attorneys’ Fees and Litigation Expense Payments. Payment to Class Counsel of reasonable attorneys’ fees not to exceed \$166,650 (1/3 of the Gross Settlement Amount), and an additional amount to reimburse actual litigation expenses not to exceed \$20,000. Class Counsel has been prosecuting the Lawsuit on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Service Award. Service Award not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for her services on behalf of the Class in initiating and prosecuting the Lawsuit, and for the risks she undertook.

- **PAGA Payment.** A payment of \$50,000, which shall be allocated \$37,500 to the State of California's Labor and Workforce Development Agency ("LWDA") and \$12,500 for distribution to the PAGA Members (all of Defendant's non-exempt employees who were assigned to work at any facility inside California from April 19, 2020 to [the earlier of either May 8, 2022 or date of preliminary approval]) as part of the Net PAGA Amount.

Calculation of Payments to Participating Class Members. After all of the payments of the court-approved Class Attorneys' Fees, Litigation Expenses, Service Award, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount" shall be distributed to Class Members who do **not** request exclusion ("Participating Class Members"). The Net Settlement Amount shall be paid as follows:

Calculation for Class Members. From the Net Settlement Amount, the Settlement Share for each Participating Class Member in the Class will be calculated by (a) dividing this amount by the total number of workweeks worked by all Participating Class Members in the Class during the Class Period to determine a dollar amount per workweek ("Workweek Payment"), and (b) multiplying the total number of workweeks worked by each Participating Class Member in the Class during the Class Period by the Workweek Payment.

Calculation for PAGA Members. The Net PAGA Amount shall be distributed to PAGA Members irrespective of whether they exclude themselves or opt-out of the Class Settlement. The Net PAGA Amount will be divided by the total number of Workweeks worked by all PAGA Members and then taking that number and multiplying it by the number of Workweeks worked by each respective PAGA Member. "PAGA Members" means all of Defendant's non-exempt employees who were assigned to work at any facility inside California from April 19, 2020 to [the earlier of either May 8, 2022 or date of preliminary approval] (the "PAGA Period").

If the Settlement is approved by the Court and you do not opt out, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Participating Class Member's Settlement Share is in settlement of wage claims, which is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty percent (80%) of each Participating Class Member's Settlement Share from the Class is in settlement of claims for reimbursement of business expenses, interest and penalties, which is not subject to wage withholdings, and shall be reported on IRS Form 1099. One hundred percent (100%) of each PAGA Member's PAGA Share shall be treated as reimbursement of penalties, which is not subject to wage withholdings, and shall be reported on IRS Form 1099.

Participating Class Members shall be responsible for paying any taxes owing on their Settlement Shares. Plaintiff, Defendant, and their respective counsel do not intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement.

4. What Do I Release Under the Settlement?

Released Class and PAGA Claims. Upon full payment of the Gross Settlement Amount, the Participating Class Members and PAGA Members, including Plaintiff, will fully, finally, and forever completely release and discharge Defendant and the Released Parties from the "Released Claims." Released Claims include, without limitation, claims arising under federal, state, and/or local statutory, constitutional, contractual, or common law claims for wages, damages, costs, penalties, liquidated damages, punitive damages, interest, attorney fees,

litigation costs, expenses, other fees of any kind, restitution, equitable relief, or other relief under California Business & Professions Code Section 17200 et seq. (“Section 17200”) that have been, could have been, or in the future can or might be asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, local, foreign, or common law), by or on behalf of any of the Participating Class Members or PAGA Members, whether individual, direct, class, representative, legal, equitable, or other type or in any other capacity against Defendant and the Released Parties, which the Participating Class Members or PAGA Members ever had, now have, or may have had, that accrued during the Class Period and/or PAGA Period, by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations, omissions, or any other matter whatsoever related directly or indirectly to the Action or based on the facts alleged in the Action including, but not limited to, including failure to pay for all hours worked; failure to pay minimum wage; failure to pay overtime; failure to authorize and/or permit meal breaks; failure to authorize and/or permit rest breaks; failure to reimburse necessary business expenses; failure to furnish accurate wage statements; waiting time penalties; unfair business practices; penalties under Labor Code section 210; and any and all claims for civil penalties that could have been assessed or collected by Plaintiff or the LWDA, a State of California Executive Branch Agency under the PAGA, based on the allegations set forth in Plaintiff’s April 19, 2021 letter to the LWDA (“PAGA Letter”), including any and all claims under California Labor Code sections, including, subdivision (k) of Section 96, Sections 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Section 218.5, Sections 221, 222, 222.5, 223, and 224, Section 226, 226.3, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 500, 510, 511, 512, 513, 551, 552, 558, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1194.2, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, 2810, 2810.5, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399. 7, all of which are expressly referenced in Plaintiff’s PAGA Letter, and any other claims for civil penalties for failure to pay for all hours worked; failure to pay minimum wage; failure to pay overtime; failure to authorize and/or permit meal breaks; failure to authorize and/or permit rest breaks; failure to reimburse necessary business expenses; failure to furnish accurate wage statements; waiting time penalties; and penalties under Labor Code section 210.

The release shall be included as part of any final judgment in this action, so that all released claims and rights shall also be barred by principles of res judicata. Released Claims does not release any person, party, or entity from claims, if any, by Participating Class Members for workers compensation, unemployment, wrongful termination, discrimination, harassment, retaliation, or disability benefits of any nature. The Released Claims are those that accrued during the Class Period and/or PAGA Period. Participating Class Members and PAGA Members shall be forever barred from asserting, instituting, or maintaining against any or all of the Released Parties, any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities whether legal, equitable, or otherwise, relating in any way to the claims asserted or the factual or legal allegations made in the Action.

5. How much will my payment be?

Defendant’s records reflect that you worked << [REDACTED] >> weeks during the Class Period as a non-exempt employee for Defendant. Your estimated Settlement Share as a Class Member is << [REDACTED] >>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address

provided in section 8 of this Notice no later than _____, 2022 [forty-five (45) days after the Notice or re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator at the address provided in section 8 of this Notice.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows:** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount if you are a PAGA Member.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____, 2022 [forty-five (45) days after the Notice or re-mailed Notice]. The request to opt-out may state in substance: "I have read the Class Notice and I wish to opt-out of the class action and settlement of the case *Tidwell v. Genie Healthcare Inc (Case No. 21CV-01329)*" or a response in another verifiable format advising the Settlement Administrator that you elect not to participate in the Settlement. The request to opt-out must contain your name, address, and signature. To be valid, the request to opt-out must be completed by you and must be timely mailed to the Settlement Administrator. No other person may opt-out for a living member of the Class. Anyone who submits a timely and valid request to opt out shall not be deemed a Participating Class Member and will not receive any payment as part of this Settlement except as provided above.

The address for the Settlement Administrator is provided in section 8 of this Notice. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't like the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the Settlement. Objections may be in writing and state your (the Class Member's) name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Tidwell v. Genie Healthcare Inc (Case No. 21CV-01329)*. In addition, Class Members may appear personally or through an attorney if they so desire at the Final Approval Hearing to make their objection orally.

Any objections must be postmarked and mailed to the Settlement Administrator no later than _____, 2022 [forty-five (45) days after the Notice or re-mailed Notice]. The address for the Settlement Administrator is provided in this section below.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

Settlement Administrator's Address:

The addresses for Parties' counsel are as follows:

Class Counsel:

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Sharon Lin
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jared@suttonhague.com
jonathan@suttonhague.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the Superior Court of the State of California for the County of Merced, located at 627 W. 21st Street, Merced, California 95340, in Courtroom 8. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court will listen to Class Members who ask to speak regarding their objections, regardless of whether they have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely. Please see <https://www.merced.courts.ca.gov/online-services/remote-appearances> for more information on remote appearances.

10. How do I get more information about the Settlement?

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and Judgment by viewing the settlement located on the Settlement Administrator's website at _____ or by contacting the Settlement Administrator or Class Counsel. You may also get more details by examining the Court's file using the court's website at <https://www.merced.courts.ca.gov/> or by going to the Clerk's Office located at 627 W. 21st Street, Merced, CA 95340 during regular business hours.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If the Settlement Share check remains uncashed by the expiration of the 180 day period, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.* for the benefit of those Participating Class Members and PAGA

Members who did not cash their Settlement Share checks until such time that they claim their property and who will remain bound by the Settlement.

- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[RELEASE ENTITIES HEALTHCARE FACILITIES AT WHICH CLASS MEMBERS WERE PLACED BY DEFENDANT, AND OTHER EMPLOYMENT AGENCIES OR SERVICES WITH/FOR WHOM DEFENDANT PLACED CLASS MEMBERS, WITH RESPECT TO THE WORK PERFORMED BY CLASS MEMBERS ON BEHALF OF DEFENDANT DURING THE CLASS PERIOD

Adventist Health Home Care Services
Alexandria Care Center
Alhambra Hospital Medical Center
Anaheim Medical Center
AnnLeo - 1905 Okoboji Ave Milford IA 51351
Bakersfield Memorial
Bakersfield Memorial Hospital
Barton Health
Bay Crest Care Center
Bear Valley Community Hospital
Bishop Care Center
Bruceville Terrace
Childrens Hospital of Orange County
Community Memorial Hospital
Downtown LA Field Hospital fka St Vincent Medical Cente
El Centro Hospital
El Centro Medical Center
El Centro Regional Medical Center
Fairview Developmental Center
French Hospital Medical Center
Huntington Beach Hospital
Jerold Phelps Community Hospital
John Muir Health
John Muir-Concord Campus
John Muir-Walnut Campus
Kaiser - Los Angeles Medical Center
Kaiser Float Pool Hub
Kaiser- Fontana Medical Center
Kaiser LAMC Permanente Medical center
Kaiser Permanente
Kaiser Permanente Anaheim
Kaiser Permanente Fontana Medical Center
Kaiser Permanente Los Angeles
Kaiser Permanente Moreno Valley Medical Center
Kaiser Permanente Oakland
Kaiser Permanente Oakland Medical Center

Kaiser Permanente Panorama City
Kaiser Permanente Redwood City Medical Center
Kaiser Permanente San Francisco
Kaiser Permanente Santa Clara Medical Center
Kaiser Permanente Vacaville Medical Center
Kaiser Permanente West Los Angeles Medical Center
Kaiser Permanente Woodland Hills
Kaiser Vallajo Medical Center
Kaiser Vallejo
Kaiser-Redwood City Hospital
Los Angeles Medical Center
Mad River Community Hospital
Madera Community Hospital
Martin Luther King Hospital
Martin Luther King Jr Community Hospital
Marysville Post-Acute
Memorial Hospital - Bakersfield
Mercy Hospital of Bakersfield Truxtun Campus
Mercy Hospital Southwest
Mercy Medical Center Merced
Mery Medical Center Redding
Methodist Hospital of Sacramento
Modoc Medical Center
Natividad Medical Center
Northern Inyo Hospital
Norwalk Meadows Nursing Center
Panorama City Medical Center
Pathways Home Health & Hospice
Plumas District Hospital
Radys Childrens Hospital
Ridgecrest Regional Hospital
Riverside Community Hospita
Saint Agnes Medical Center
San Antonio Regional Hospital
San Leandro Medical Center
Seneca Healthcare District
St Joseph's Medical Center
State of California/Mobile Strike Team
The Palms at Bonaventure Assisted Living & Memory Care
Torrance Memorial Medical Center
Tri-City Medical Center
UC Davis Medical Center
UC Davis-Sacramento
UC Irvine Medical Center

UC San Diego AntiViral Research Center
UC San Diego Health Medical Offices South Crisis Response
UC San Diego Health System
US Davis Medical Center
USC Verdugo
USU Verdugo Hills Hospital
Ventura County Medical Center
Villa Maria Care Ctr
Willow Creek Clovis
Willows Care Center
Woodland Hills Medical Center
American HealthCare Services Association (AHSA)
AMN Healthcare
Aya Healthcare, Inc.
Career Staff Unlimited LLC
Focus One Solutions, LLC
Health Trust Workforce Solutions LLC
Mad River Community Hospital
Madera Community Hospital
Medefis, Inc.
Medical Solutions, LLC
Prime Healthcare Services, Inc.
Ridgecrest Regional Hospital
Strategic Staffing Solutions Management, LLC