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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

DENISE WILLIAMS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED CLINICAL LLC, an Illinois
limited liability company; ADVANCED
RESOURCES, L.L.C., a California limited
liability company; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21-CIV-03494

*(Assigned to the Honorable Nancy L. Fineman,
Dept. 4, for all purposes)*

**DECLARATION OF MAI TULYATHAN IN
SUPPORT OF PLAINTIFF’S MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

Date: April 1, 2025

Time: 2:00 p.m.

Place: Dept. 4

FAC Filed: August 13, 2021

Jury Trial Date: None set

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I, Mai Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, counsel of record for Plaintiff Denise Williams (“Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

PROCEDURAL HISTORY

2. On June 1, 2021, Plaintiff submitted her written notice under Labor Code § 2699.3 (the “PAGA Notice”) to the California Labor & Workforce Development Agency (“LWDA”) and Defendant. As set forth in the PAGA Notice, Plaintiff alleged that Defendant violated Labor Code §§ 201-203, 226.7, 226(a), and 2802. A true and correct copy of Plaintiff’s June 1, 2021, PAGA notice is attached herewith as **Exhibit A**.

3. On July 7, 2021, Defendant submitted a letter to the LWDA asserting that it cured the wage statement defects under Labor Code § 226(a). After further responses from Plaintiff and Defendant to the LWDA, on August 6, 2021, the LWDA issued a decision concluding that Defendant had cured the wage statement violation under Labor Code § 226(a)(8), but not the alleged violation of Labor Code § 226(a)(7).

4. The Parties also subsequently met and conferred regarding arbitrability based on arbitration agreement executed by Plaintiff.

5. On August 13, 2021, Plaintiff filed her First Amended Complaint alleging only a single cause of action for violation of the PAGA, Labor Code § 2698, et seq., predicated on violations of Labor Code § 201-203, 226, 226.7, and 2802.

6. Specifically, Plaintiff alleged that the wage statements issued by Defendant failed to identify any employee identification number and/or the last four digits of the employees' social security number, in violation of Labor Code § 226(a)(7). Plaintiff also alleges that Defendant failed to provide duty-free rest periods in violation of Labor Code § 226.7. In particular, Plaintiff alleges that because of staffing issues, Plaintiff and aggrieved employees had to remain on-duty during the rest breaks and continue working through their shifts. Plaintiff also

1 alleges that Defendant failed to reimburse business expenses in violation of Labor Code § 2802.
2 Finally, as a result of such violations, Defendant violated Labor Code §§ 201-203 by not paying
3 employees all of their wages owed at separation of employment due to the unpaid rest period
4 premiums.

5 7. After the filing of the First Amended Complaint, the Parties agreed to engage in
6 mediation. On March 28, 2022, the Parties participated in a private mediation with wage-and-
7 hour mediator Michael J. Loeb, Esq. The Parties did not reach a settlement at mediation, and
8 resumed litigation thereafter.

9 8. Plaintiff propounded written discovery, including Requests for Production of
10 Documents and Special Interrogatories in June 2022.

11 9. In July 2022, Defendant objected to Plaintiff's written discovery, and indicated its
12 intention to file a motion to compel arbitration and stay discovery based on the Supreme Court's
13 ruling in *Viking River Cruises, Inc. v. Moriana*, 142 S. Ct. 1906 (2002).

14 10. Plaintiff ultimately filed motions to compel discovery responses on August 4,
15 2023. The Parties continued to meet and confer regarding the discovery, and the Court issued its
16 ruling on the discovery motions on November 14, 2023.

17 11. In connection with the Parties' meet and confer discussions surrounding the
18 depositions of Defendant's Person(s) Most Knowledgeable, the Parties agreed to resume
19 settlement negotiations. Defendant provided Plaintiff with information pertaining to the size of
20 the PAGA group, the number of wage statements and pay periods at issue, as well as
21 Defendant's payroll policies. The data provided allowed Plaintiff's counsel to analyze
22 Defendant's potential liability and exposure.

23 12. Following arm's length negotiations between the Parties conducted over the
24 course of several months, the Parties were able to reach an agreement in principle. In resolution
25 of Plaintiff's PAGA claims, the Parties entered into the Joint Stipulation of PAGA Settlement
26 and Release ("Settlement Agreement"). A true and correct copy of the Settlement Agreement is
27 attached herewith as **Exhibit B**.

28 13. Based on the foregoing and on their own independent investigation and

1 evaluation, Plaintiff's counsel ("PAGA Counsel") is of the opinion that the PAGA settlement
2 with Defendant for the consideration and on the terms set forth in the Settlement Agreement is
3 fair, reasonable, and adequate, and is in the best interests of Plaintiff, the State of California, and
4 the aggrieved employees.

5 14. From the inception of the case, PAGA Counsel has zealously represented the
6 interests of the aggrieved employees. The settlement was obtained for the benefit of the
7 aggrieved employees, as opposed to the individual Plaintiff.

8 **SUMMARY OF THE PROPOSED SETTLEMENT**

9 15. The aggrieved employees affected by this Settlement include "all current and
10 former employees of Advanced Clinical in California who were paid wages at any time from
11 June 1, 2020, through July 4, 2021." (Settlement Agreement ¶ II.2.)

12 16. A true and correct copy of the explanatory letter to be sent to the aggrieved
13 employees informing them of the settlement is attached herewith as **Exhibit C**.

14 17. The PAGA Period is defined as the period of June 1, 2020, through July 4, 2021.
15 (Settlement Agreement ¶ II.20.) Defendant amended its wage statement practices as of July 4,
16 2021, to identify the necessary information under Labor Code § 226(a)(7).

17 18. The Settlement Agreement requires Defendant to pay the Gross Settlement
18 Amount of One Hundred Twenty-Five Thousand Dollars (\$585,000.00). (Settlement Agreement
19 ¶ III.2.) The terms of the Settlement Agreement provide for an award of attorneys' fees not to
20 exceed one-third of the Gross Settlement Amount, or \$195,000.00, and reimbursement of
21 litigation costs of up to \$20,000.00 to PAGA Counsel (Settlement Agreement ¶ III.6);¹
22 enhancement payment to Plaintiff in the amount of \$10,000.00 for serving as the PAGA
23 representative (Settlement Agreement ¶ III.4); and settlement administration costs to the
24 Settlement Administrator of up to \$9,000.00 (Settlement Agreement ¶ III.5.).

25 19. The balance of the Gross Settlement Amount remaining after deduction of the
26 amounts above will be available for distribution to the LWDA and Aggrieved Employees (the

27 _____
28 ¹ As explained below, PAGA Counsel seeks reimbursement of actual litigation costs in the amount
of \$10,738.68.

1 balance of the Gross Settlement Amount remaining after the above deductions shall be referred
2 to as the “Net Settlement Amount”). (Settlement Agreement ¶¶ III.7.) Assuming the Court
3 grants the foregoing amounts in full, the Net Settlement Amount is estimated to be
4 approximately \$360,261.32.

5 20. Pursuant to the PAGA, seventy-five percent (75%) of the Net Settlement Amount,
6 or approximately \$270,195.99, will be distributed to the LWDA. The remaining twenty-five
7 percent (25%) of the Net Settlement Amount, or approximately \$90,065.33, will be distributed to
8 the Aggrieved Employees. (Settlement Agreement ¶¶ III.7.)

9 21. The portion of the Net Settlement Amount distributed to the Aggrieved
10 Employees will be distributed on a *pro rata* basis, based on the number of pay periods in which
11 Aggrieved Employees were paid wages during the PAGA Period. (Settlement Agreement ¶
12 III.9.)

13 22. Based upon Defendant’s records, there are 1,029 Aggrieved Employees during the
14 PAGA Period. (Settlement Agreement ¶ III.2.) Based thereon, on a raw average, each PAGA
15 Group Member may potentially recover approximately **\$87.53** from the portion of the Net
16 Settlement Amount attributable to the Aggrieved Employees. The amount any particular
17 Aggrieved Employee will be entitled to recover will fluctuate depending on the number of pay
18 periods he or she was paid wages during the PAGA Period. This is fair, as it directly allocates
19 greater penalties to individual Aggrieved Employees who have allegedly suffered greater harm.

20 23. The Parties have agreed to retain Phoenix Settlement Administrators to administer
21 the Settlement, with the administration costs estimated not to exceed \$9,000.00. Attached hereto
22 as **Exhibit D** is a true and correct copy of the settlement administration bid received from
23 Phoenix Settlement Administrators for administration of this settlement.

24 24. PAGA Group Members will be subject to only a limited release strictly confined
25 to claims for civil penalties under the PAGA pertaining to the violations of Labor Code §§ 201-
26 203, 226(a), 226.7, and 2802 that accrued during the PAGA Period (Settlement Agreement ¶
27 II.25.)

28 25. Defendant has asserted and provided confirmatory discovery that Advanced

Resources, L.L.C. was not an employer of Plaintiff or the aggrieved employees during the PAGA Period. As part of the settlement, the Parties have agreed to dismiss Advanced Resources, L.L.C. from the Action without prejudice. On December 12, 2024, the Parties submitted a stipulation to dismiss Advanced Resources, L.L.C. from this Action, without prejudice. Advanced Resources, L.L.C. is not a party to the Settlement Agreement, and the release covered by the Settlement Agreement does not include Advanced Resources, L.L.C. (Settlement Agreement ¶ 26.)

POTENTIAL CIVIL PENALTIES

26. Defendant represents that there was a total of approximately 16,381 pay periods where where wages were paid to Aggrieved Employees between June 1, 2020 through July 4, 2021. Therefore, pursuant to the PAGA, Plaintiff calculated total exposure to be as high as \$7,371,480.00 if the Court were to award a \$250 penalty for each pay period encompassed by the proposed settlement where a wage statement was issued and a \$100 penalty for the other violations. (*See Raines v. Coastal Pac. Food Dist.* (2018) 23 Cal. App. 5th 667.) The breakdown is as follows:

- \$4,095,280.00 for PAGA for wage statement violations;
- \$1,638,100.00 for PAGA for the rest period violations; and
- \$1,638,100.00 for PAGA 2802 violations.

27. This analysis “stacks” PAGA penalties, although Plaintiff would expect a more modest maximum civil penalty recovery of **\$1,638,100.00** if these civil penalties were not assessed at a rate of multiple violations per employee pay period (based on a \$100 penalty rate).

28. The maximum penalty calculation assumes that Plaintiff will prevail on the merits. Here, Plaintiff asserts that her representative PAGA claims are based on the allegations that Defendant failure to: (a) provide proper off-duty rest breaks, or provide rest period premium compensation in lieu thereof, in violation of Labor Code §§ 201-203 and 226.7; (b) provide accurate itemized wage statements, in violation of Labor Code § 226(a); and (c) reimburse business expenses, in violation of Labor Code § 2802.

29. Although Plaintiff is reasonably confident that he would prevail at trial,

proceeding in litigation entails significant risk on the underlying merits of Plaintiff's theory, in addition to the still-developing law under PAGA.

30. While Plaintiff maintains that there does not exist any reason for reducing PAGA penalties, Plaintiff is aware that Defendant could make a compelling argument to the contrary. Defendant has denied violations of any applicable laws and denied liability for any claims asserted in the Action. In this regard, Defendant argued that it has a compliant rest break policy. With respect to the expense reimbursement claim, Defendant contends that employees were provided with a laptop to utilize for work-related purposes, such that employees did not need to utilize their own cell phones. For the wage statements, Defendant argued that the alleged violation is a technical one and the Court has discretion under PAGA to reduce the maximum allowable PAGA penalties, or to decide not to award PAGA penalties at all. Furthermore, Defendant has indicated that it has since revised its wage statements to comply with Section 226(a)(7), and thus this limits any potentially recoverable PAGA penalties to the State of California and aggrieved employees. Should Defendant have prevailed on its arguments or defenses above, the State of California and aggrieved employees would have been left with minimal or zero recovery.

31. Plaintiff is also aware that the Court has discretion to reduce PAGA penalties. Pursuant to Labor Code § 2699(f)(2), the Court can decline to award the full amount of PAGA penalties where "if, based on the facts and circumstances of the particular case, to do otherwise, would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Indeed, as shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.* (2018) 30 Cal. App. 5th 504, 517, while the plaintiff prevailed on his PAGA claim upon trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. Upon review, the Court of Appeal found such a reduction to be proper. *Id.* at p. 539; *see O'Connor*, 2016 WL 4398271, at p. *17 (noting that even if PAGA penalties amounted to \$1 billion, such award "could well be reduced, as a court may reduce the penalty when to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory").

32. Here, the total amount of PAGA penalties range from \$1,638,100.00 to \$7,371,480.00. The Gross Settlement Amount is \$585,000.00. Thus the Gross Settlement Amount represents between approximately **35% to 7.94%** of the potential penalties at issue. The Gross Settlement Amount of \$585,000.00 exceeds PAGA settlements that courts have approved in other cases, when considered as a percentage of the overall settlement value of the case.

33. I strongly believe that Plaintiff can prevail at trial. However, after taking into account sharply disputed factual and legal issues involved in this litigation, the risks attending further prosecution, including the still-developing law under PAGA, and the substantial benefits to be received pursuant to the compromise and settlement of the litigation, I have concluded that settlement on the terms set forth in the Settlement Agreement is appropriate and in the best interests of Plaintiff and the aggrieved employees.

ATTORNEY EXPERIENCE

34. I am one of the primary attorneys on this matter. My qualifications are as follows: I received my JD from Loyola Law School in 2017. I received the First Honors Award in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First Honors Award in Civil Litigation Practicum I for achieving the highest grade in those classes. During law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the U.S. District Court, Central District of California, for the Honorable Christina A. Snyder, and a certified law clerk at the San Diego County District Attorney's Office, Collaborative Courts Division, and the Los Angeles County District Attorney's Office, Consumer Protection and Environmental Crimes Division. In 2016, I participated in Loyola Law School's Scott Moot Court Competition, where I placed Top 16 and was awarded the Top Ten Brief Award. In 2017, I participated in the Employment Rights Clinic, an extension of the Division of Labor Standards Enforcement created to investigate retaliation complaints. Upon graduation from law school, I was admitted to the California Bar in December 2017.

35. I am currently an associate at the law firm Diversity Law Group, P.C., an employment law firm that has handled numerous wage and hour class and individual actions, on

both plaintiff and defense sides. The firm currently has cases in numerous state courts, including the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San Diego County Superior Court, Monterey County Superior Court, as well as the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California.

36. I am currently handling and/or have handled numerous wage and hour class action and PAGA lawsuits.

37. I have argued before the California Court of Appeal in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case Number B276171, LASC Case Number BC596924), *Perez v. Standard Drywall, Inc.* (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142), and *Jacob v. Western Digital Technologies, Inc., et al.* (California Court of Appeal Case Number H050775, Santa Clara Sup. Ct. Case No. 22CV394446). I have also assisted the firm in successfully obtaining class certification and partial summary judgment by the United States District Court, Northern District of California in the case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third chaired the bench trial in *Magadia* in December 2018.

38. I have also been certified and/or approved as class counsel in numerous other wage/hour class actions. Most recently, I was certified as class counsel in the cases *Garcia v. Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD), *Richert v. Samaritan, LLC, et al.* (Santa Clara County Superior Court, Case Number 17CV314186), *Song v. THC – Orange County, Inc.* (C.D. Cal., Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v. Wells Fargo Bank National Ass’n, et al.* (Santa Clara County Superior Court, Case No. 16-CV-299319), and *Sims v. QG Printing II, LLC, et al.* (C.D. Cal., Case No. ED CV 20-1632-DMG (KKx)), as part of the courts’ orders granting class certification pursuant to Fed. R. Civ. P. 23 and California Code of Civil Procedure § 382.

39. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No. 5:16-cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et al.* (Monterey County Superior Court, Case No. 18CV003398), *Valles v. Community Hospital of the Monterey Peninsula* (Monterey County Superior Court, Case No. 17CV003452), *Hernandez*

1 *v. Wells Fargo Bank National Ass’n, et al* (C.D. Cal., Case No. 16-CV-299319); *Baker v.*
2 *California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No.
3 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Monterey County
4 Superior Court, Case No. 19CV004512).

5 40. To date, I have incurred approximately 150.5 hours in connection with the
6 litigation of this lawsuit. Attached hereto as **Exhibit E** is a chart summarizing the amount of
7 work I have incurred to date on this matter.

8 41. In addition to the hours above, I also anticipate spending an additional 10 hours
9 through the completion of this case to handle any post-approval matters and settlement issues,
10 including payments from the Settlement Administrator and any related issues.

11 42. Thus, the total amount of my fees incurred in this case to be approximately
12 **\$96,300.00**, based on **160.5** hours at an hourly rate of \$600.00. In 2019 and 2020, I was
13 approved at an hourly rate of \$450.00 per hour by various Courts in a number of matters,
14 including but not limited to, *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No.
15 5:16:cv-333 EJD), *Hernandez v. Wells Fargo Bank National Ass’n, et al* (C.D. Cal., Case No.
16 16-CV-299319), and *Abarca v. El Estero Car Wash, Inc. et al* (Monterey County Superior Court
17 Case No. 18CV003398). In 2021, I was approved at the hourly rate of \$500.00 in various cases,
18 including *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council
19 Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading*
20 *Company* (Monterey County Superior Court Case No. 19CV004512); and *Truong v. DS Services*
21 *of America, Inc.* (Solano County Superior Court Case No. FCS054399). As of January 1, 2023,
22 my hourly rate increased to \$600.00 per hour. I was approved at the hourly rate of \$600.00 in
23 *Moen v. Genentech, Inc.* (San Diego Superior Court Case No. 37-2021-00008619-CU-OE-CTL)
24 *Murray v. Granite Wellness Centers et al.* (Nevada County Superior Court Case No. CU20-
25 084680), *Norman v. B & H Global Marketing, LLC* (Sacramento County Superior Court Case
26 No. 34-2022-00314707), *Osman-Bravard v. Placer Title Company* (Nevada County Superior
27 Court Case No. CU21-085315), and *Cabalo v. Jones Lang LaSalle Americas, Inc.* (San Diego
28 County Superior Court Case No. 37-2020-00044322-CU-OE-CTL).

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43. To date, my office has incurred actual litigation costs in the amount of \$10,738.68. The costs are all litigation-related costs directly incurred in the prosecution of this action, including filing fees, court costs, mediation costs, service of process costs, and postage. Attached herewith as **Exhibit F** is a true and correct copy of the costs my firm has incurred in connection with the prosecution of this lawsuit. PAGA Counsel is seeking \$10,738.68 for reimbursement of litigation costs out of \$20,000.00 agreed to in the Settlement Agreement.

44. Concurrent with the filing of the Motion to Approve Settlement Agreement Pursuant to PAGA, my office uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website. Attached herewith as **Exhibit G** is a true and correct copy of the confirmation of submission to the LWDA on December 16, 2024.

45. The terms of the Settlement provide that uncashed checks (upon the expiration date) shall be distributed to Legal Aid At Work, a non-profit legal services organization that provides legal services and policy advocacy for and on behalf of California low-income individuals and/or low-wage earners. (Settlement Agreement ¶ III.16.) PAGA Counsel does not have any affiliation or conflict of interest with the proposed *cy pres* recipient, Legal Aid At Work.

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

Executed on December 16, 2024, at Los Angeles, California.


Mai Tulyathan

EXHIBIT A

DENISE WILLIAMS

c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

May 27, 2021

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: Williams v. Advanced Clinical LLC/Advanced Resources LLC

To Whom It May Concern:

This correspondence shall constitute as my written notice under Labor Code § 2699.3 of claims against Advanced Clinical LLC/Advanced Resources LLC (“Defendant” or “the Company”). Specifically, I allege as follows:

1. The Company violated Labor Code § 226(a) by failing to provide accurate, itemized wage statements to me and/or other similarly situated aggrieved employees. First, the wage statements issued by the Company to all of its employees failed to identify the correct legal name of the employer. Specifically, while I and other employees were employed by Advanced Clinical LLC, some of the wage statements issued by the Company identified the employer as Advanced Resources LLC. Second, the wage statements issued to me and/or other similarly situated aggrieved employees failed to identify any employee identification number and/or the last four digits of the employees’ social security number.
2. The Company violated Labor Code § 2802 as it failed to reimburse the costs I and other aggrieved employees incurred in performing our jobs. Specifically, we were required to use our personal cell phones to communicate with co-workers, check emails and to keep track of our hours worked through an app. However, the Company did not reimburse us for the costs we incurred related to the use of our personal cell phones.
3. The Company violated Labor Code § 226.7 by not authorizing and permitting a duty-free rest periods. Specifically, due to a lack of staffing, I and other aggrieved employees were routinely denied our rest breaks. Rather, because there was no one to take over our shifts to allow us to go on our breaks, we were required to continue working. Despite not being provided with off-duty rest breaks, the Company did not pay any premiums for such missed breaks. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their rest period premiums upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above.

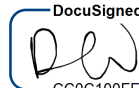
May 27, 2021
Page 2

The address for Defendant is as follows:

Advanced Clinical LLC/Advanced Resources LLC
111 W. Jackson Blvd.
Suite 1400
Chicago, IL 60604

Please contact my attorney Larry W. Lee at the above address/phone number if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

CC0C100FFCE0452...

Denise Williams

Cc: Advanced Clinical LLC/Advanced Resources LLC (via certified mail)

EXHIBIT B

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kwanporn "Mai" Tulyathan (State Bar No. 316704)
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Attorneys for Plaintiff and the Aggrieved Employees

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Attorneys for Defendants
Advanced Clinical, LLC and Advanced Resources, L.L.C.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

DENISE WILLIAMS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ADVANCED CLINICAL LLC, an Illinois
limited liability company; ADVANCED
RESOURCES, L.L.C., a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 21-CIV-03494

*(Assigned to the Honorable Nancy L.
Fineman, Dept. 4, for all purposes)*

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

FAC Filed: August 13, 2021
Jury Trial Date: None set

1 **I. INTRODUCTION**

2 This Joint Stipulation of PAGA Settlement and Release (“Settlement Agreement” or
3 “Agreement”) is made and entered into by and between Plaintiff Denise Williams
4 (“Plaintiff”) and Defendant Advanced Clinical LLC now known as Catena, LLC (“Advanced
5 Clinical” or “Defendant”). It sets forth the Parties’ settlement to resolve the representative
6 action claims asserted in the above-captioned action and is subject to Court approval.

7 **II. DEFINITIONS**

8 The following definitions are applicable to the Settlement Agreement. Definitions
9 contained elsewhere in the Settlement Agreement also shall be applicable.

10 1. “Action” means the civil action titled *Denise Williams v. Advanced Clinical*
11 *LLC, et al*, Superior Court of California, County of San Mateo No. CGC-21-590651 (the
12 “*Gebbru* Action”); and the civil action titled *Bradley Tapia v. Planned Lifestyle Services, Inc.*,
13 Superior Court of California, County of Sacramento Case No. 21-CIV-03494.

14 2. “Aggrieved Employees” means all current and former employees of Advanced
15 Clinical in California who were paid wages at any time from June 1, 2020, through July 4,
16 2021. Based upon Advanced Clinical’s records, there are approximately 1,029 Aggrieved
17 Employees during the PAGA Period.

18 3. “Aggrieved Employee List” means a list containing information for the
19 Aggrieved Employees that Defendant will compile from its records and provide to the
20 Settlement Administrator for purposes of administering this Settlement. The Aggrieved
21 Employee List shall include, each Aggrieved Employee’s full name, last known mailing
22 address, last known telephone number, Social Security number, number of pay periods each
23 Aggrieved Employee was paid wages during the PAGA Period or dates of employment from
24 which the number of pay periods may be derived, and any other information required for the
25 Settlement Administrator to administer the Settlement. The Aggrieved Employee List shall
26 be formatted as a Microsoft Excel spreadsheet, or equivalent format, and shall be provided to
27 the Settlement Administrator within ten (10) days of the Effective Date.

28 4. “Court” means the Superior Court of California for the County of San Mateo.

5. “Defendant” means Advanced Clinical LLC now known as Catena, LLC.

6. “Defense Counsel” means Julie W. O’Dell of O’Dell Law Group.

7. “Effective Date” means the date the Court grants approval of this Settlement.

8. “Gross Settlement Amount” means the total settlement amount of Five Hundred Eighty-Five Thousand Dollars and Zero Cents (\$585,000.00) that Defendant is obligated to pay under this Settlement Agreement, which will satisfy: the Individual Settlement Payments to Aggrieved Employees, the Service Award to Plaintiff, the payment of civil penalties under PAGA to the LWDA, Settlement Administration Costs to the Settlement Administrator, and the PAGA Counsel Award.

9. “Individual Settlement Payment” means each Aggrieved Employee’s share of the Net Employee PAGA Payment, calculated in accordance with the method described in Paragraph III.9 of this Settlement Agreement.

10. “LWDA” means the California Labor and Workforce Development Agency.

11. “LWDA Payment” means the 75% share of the Net Settlement Amount to be distributed to the LWDA.

12. “Net Employee PAGA Payment” means the 25% share of the Net Settlement Amount to be distributed to Aggrieved Employees.

13. “Net Settlement Amount” means the Gross Settlement Amount minus the Court-approved Plaintiff’s Service Award, PAGA Counsel Award, and Settlement Administration Costs. Pursuant to Labor Code § 2699, seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA and the remaining twenty-five percent (25%) of the Net Settlement Amount shall be distributed to Aggrieved Employees.

14. “Notice of Settlement” means the notice (substantially in the form attached hereto as **Exhibit A**) that the Court approves to be sent to all Aggrieved Employees advising them of the terms of the Settlement.

15. “PAGA” means the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

16. “PAGA Counsel” means Larry W. Lee, Max W. Gavron, and Mai Tulyathan of

Diversity Law Group, P.C.

17. “PAGA Counsel Award” means the total amount to be paid to PAGA Counsel, including PAGA Counsel Fees and PAGA Counsel Expenses, subject to the Court’s approval. Any amount of PAGA Counsel Award not awarded to PAGA Counsel shall be added to the Net Settlement Amount.

18. “PAGA Counsel Expenses” means the amount of actual litigation expenses PAGA Counsel incurred in connection with this Action, including without limitation, their pre-filing investigation, their filing of the Action and all related litigation activities, the costs associated with mediation and resolution of this Action, this Settlement and filing for Court approval, and all post-Settlement compliance procedures. Defendant agrees not to object to a request that the Court approve PAGA Counsel Expenses of up to Twenty Thousand Dollars (\$20,000.00) to be paid from the Gross Settlement Amount.

19. “PAGA Counsel Fees” means the amount of attorneys’ fees to be paid to PAGA Counsel for their services rendered, and to be rendered, to Plaintiff and the Aggrieved Employees in connection with the Action. Defendant agrees not to oppose PAGA Counsel Fees of up to one-third (1/3) of the Gross Settlement Amount, the sum of One Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00), to be paid from the Gross Settlement Amount.

20. “PAGA Period” means the period of June 1, 2020, through July 4, 2021.

21. “Parties” means Plaintiff and Defendant, collectively.

22. “Plaintiff” means Plaintiff Denise Williams.

23. “Plaintiff’s Service Award” or “Service Award” mean the amount to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of her efforts and work in prosecuting the Action on behalf of Aggrieved Employees. Subject to the Court’s approval, Defendant agrees not to object to a request for a Service Award of up to Ten Thousand Dollars (\$10,000.00) to be paid from the Gross Settlement Amount. Any portion of the Service Award not awarded to Plaintiff shall be added to the Net Settlement Amount.

24. “Qualified Settlement Fund” means the account established by the Settlement

1 Administrator, into which the Gross Settlement Amount shall be deposited, and from which
2 all monies payable under the terms of this Settlement shall be paid, as set forth herein.

3 25. "Released PAGA Claims" means all claims for civil penalties under the PAGA
4 which reasonably arise out of or are reasonably related to the factual allegations alleged in
5 the operative First Amended Complaint in the Action, for penalties pursuant to PAGA based
6 on violations of Labor Code §§ 201-203, 226(a), 226.7, and 2802, that accrued during the
7 PAGA Period. The Released PAGA Claims does not apply to settle or release any claims
8 against Advanced Resources, L.L.C.

9 26. "Released Parties" means Advanced Clinical, as well as its officers, directors,
10 employees, and agents. The Released Parties do not include Advanced Resources, L.L.C., as
11 Advanced Resources, L.L.C. will be dismissed from this lawsuit, pursuant to Paragraph 18,
12 below.

13 27. "Settlement Administration Costs" means the expenses payable from the Gross
14 Settlement Amount to the Settlement Administrator for administering the Settlement,
15 including, but not limited to, printing, distributing, and tracking notices for the Settlement,
16 tax reporting, establishing a Qualified Settlement Fund, administering and distributing
17 payments from the Gross Settlement Amount pursuant to the terms of the Settlement
18 Agreement, and providing necessary reports and declarations, as requested by the Parties.
19 Any portion of the Settlement Administration Costs not approved by the Court shall be
20 added to the Net Settlement Amount.

21 28. "Settlement Administrator" means Phoenix Settlement Administrators, the
22 third-party settlement administrator mutually agreed to by the Parties to handle the
23 administration of the Settlement, subject to approval by the Court.

24 29. "Settlement Agreement" or "Agreement" means this Joint Stipulation of
25 PAGA Settlement and Release.

26 30. "Settlement" means the Parties' agreement to compromise the Action, the
27 material terms of which are set forth in the Settlement Agreement.

28 ///

1 **III. TERMS OF AGREEMENT**

2 1. Terms of Agreement Subject to Court Approval. All terms set forth in the
3 Settlement Agreement are subject to Court approval. Plaintiff shall apply to the Court for
4 approval of the Settlement Agreement. Defendant shall not oppose this application. The
5 Parties agree that the Settlement will not be admissible in this, or any other, legal process as
6 evidence that Defendant is liable to Plaintiff or any of the Aggrieved Employees.

7 2. Gross Settlement Amount. Defendant shall pay the non-reversionary all-
8 inclusive Gross Settlement Amount. Subject to the terms and conditions of this Agreement
9 and Court approval, the Gross Settlement Amount is Five Hundred Eighty-Five Thousand
10 Dollars and Zero Cents (\$585,000.00). The Gross Settlement Amount is non-reversionary,
11 such that no portion of the Gross Settlement Amount shall revert back to Defendant.

12 The Gross Settlement Amount was calculated with, and is premised on, Defendant's
13 representation that Aggrieved Employees worked a total of 16,381 pay periods during the
14 PAGA Period. If, at the time of settlement approval, the actual number of pay periods
15 worked by the Aggrieved Employees exceeds 16,381, the Gross Settlement Amount shall
16 increase pro rata at the pay period value of \$35.71 per pay period for any additional pay
17 periods over 16,381.

18 3. Funding of the Gross Settlement Amount. Defendant shall fund the Gross
19 Settlement Amount in three (3) equal installments of \$195,000.00, and deposit said funds
20 into a Qualified Settlement Fund established by the Settlement Administrator. Defendant
21 shall make the deposits as follows: (i) Defendant shall deposit the first installment of
22 \$195,000.00 at the time of filing of the motion for approval of the PAGA settlement; (ii)
23 Defendant shall deposit the second installment of \$195,000.00 within five (5) calendar days
24 of the Effective Date, or by the thirtieth (30th) calendar day after the deposit of the first
25 installment payment, whichever is later; and (iii) Defendant shall deposit the third
26 installment of \$195,000.00 within thirty (30) calendar days after the Effective Date, or by
27 the thirtieth (30th) calendar day after the deposit of the second installment, whichever is later.

28 The funds in the Qualified Settlement Fund shall be used to pay: (1) the Individual

1 Settlement Payments; (2) the LWDA Payment; (3) Plaintiff's Service Award; (4) PAGA
2 Counsel Award; and (5) Settlement Administration Costs. No portion of the Gross
3 Settlement Amount shall revert to Defendant.

4 4. Plaintiff's Service Award. Defendant agrees not to oppose any application or
5 request for up to Ten Thousand Dollars (\$10,000.00) to be paid to Plaintiff as the Service
6 Award, in recognition of Plaintiff's service as the representative in the Action. The Service
7 Award, which shall be paid from the Gross Settlement Amount, shall be in addition to the
8 Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. The Settlement
9 Administrator shall issue an IRS Form 1099 for the Service Award. Plaintiff shall be solely
10 and legally responsible to pay any and all applicable taxes on the payment made pursuant to
11 this Paragraph and shall hold Defendant harmless from any claim or liability for taxes,
12 penalties, or interest arising as a result of the payment. Any reduction in the amount of the
13 Service Award by the Court shall become part of the Net Settlement Amount.

14 5. Settlement Administration Costs. The Settlement Administrator shall be paid
15 for the costs of administration of the Settlement and distribution of all payments from the
16 Gross Settlement Amount. The Settlement Administration Costs is estimated not to exceed
17 Nine Thousand Dollars and Zero Cents (\$9,000.00). These costs, which shall be paid from
18 the Gross Settlement Amount, shall be used to administer the Settlement, including, *inter*
19 *alia*, preparing the required tax reporting on the Individual Settlement Payments,
20 establishing a Qualified Settlement Fund, calculating Individual Settlement Payments,
21 printing, and distributing the Notices of Settlement, distributing the Net Settlement Amount
22 as directed by the Court and as set forth herein, and providing necessary reports and
23 declarations. The Settlement Administrator shall provide the Court and all counsel for the
24 Parties with a statement detailing the Settlement Administration Costs. Any portion of the
25 Settlement Administration Costs that are not used or which are not awarded by the Court
26 will become part of the Net Settlement Amount.

27 6. Payment of PAGA Counsel Award. Defendant agrees not to oppose any
28 application or motion by PAGA Counsel for PAGA Counsel Fees of up to one-third of the

1 Gross Settlement Amount, in an amount not to exceed \$195,000.00, and PAGA Counsel
2 Costs of up to \$20,000.00. The PAGA Counsel Award shall be paid out of the Gross
3 Settlement Amount. Any portion of the PAGA Counsel Award not awarded to PAGA
4 Counsel shall become part of the Net Settlement Amount. The Settlement Administrator
5 will report this payment on an IRS Form 1099 issued to PAGA Counsel, who will be
6 responsible for paying any tax obligations arising from any Form 1099 payment.

7 7. Net Settlement Amount. Provided that the Court approves the amounts listed
8 herein in full, the Net Settlement Amount is estimated to be approximately Three Hundred
9 Fifty-One Thousand Dollars and Zero Cents (\$351,000.00). Pursuant to PAGA, seventy-five
10 percent (75%), or Two Hundred Sixty-Three Thousand Two Hundred Fifty Dollars and Zero
11 Cents (\$263,250.00), of the Net Settlement Amount shall be paid to the LWDA and twenty-
12 five percent (25%), or Eighty-Seven Thousand Seven Hundred Fifty Dollars and Zero Cents
13 (\$87,750.00), shall be distributed among the Aggrieved Employees on a pro rata basis,
14 pursuant to the formula listed in Paragraph III.9.

15 8. Delivery of the Aggrieved Employee List. Within ten (10) calendar days of the
16 Effective Date, Defendant shall provide the Aggrieved Employee List to the Settlement
17 Administrator. The Settlement Administrator will maintain the Aggrieved Employee List in
18 confidence, and access shall be limited to those with a need to use the list as part of the
19 administration of the Settlement.

20 9. Calculation of Individual Settlement Payments. The Settlement Administrator
21 shall determine the amounts of any Individual Settlement Payments payable to the
22 Aggrieved Employees. The Net Employee PAGA Payment shall be divided by the total
23 number of pay periods all Aggrieved Employees was paid wages during the PAGA Period.
24 The remainder shall be multiplied by the number of pay periods an Aggrieved Employee
25 was paid wages during the PAGA Period, to obtain the Aggrieved Employee's Individual
26 Settlement Payment amount.

27 Within seven (7) days of receiving the Aggrieved Employee List, the Settlement
28 Administrator will circulate to counsel for the Parties an anonymized spreadsheet containing

1 the estimated Individual Settlement Payments to each Aggrieved Employee based on the
2 formula stated herein. The Settlement Administrator shall obtain approval from counsel of
3 the calculations before mailing Individual Settlement Payments.

4 10. Mailing of Individual Settlement Payment Checks. All Individual Settlement
5 Payments shall be accompanied with a Notice of Settlement. Within five (5) calendar days
6 of Defendant's deposit of the third installment payment, the Settlement Administrator shall
7 mail the Individual Settlement Payments and copies of the Notice of Settlement, in English,
8 to all Aggrieved Employees via First-Class U.S. Mail, using the most current mailing
9 address identified. The Settlement Administrator shall conduct reasonable verification
10 measures relating to the addresses and update any addresses where necessary before the
11 mailing.

12 11. Procedure for Lost and Undeliverable Notices. The Settlement Administrator
13 shall exercise its best judgment to determine the current mailing address for each Aggrieved
14 Employee. The address identified by the Settlement Administrator as the current mailing
15 address shall be presumed to be the best mailing address for each Aggrieved Employee.
16 Any Individual Settlement Payments checks returned as non-deliverable on or before the
17 check cashing deadline (defined below) will be sent promptly via regular First-Class U.S.
18 Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
19 Settlement Administrator will promptly attempt to determine a correct address using a skip-
20 trace or other search using the name, address, and/or Social Security number of the
21 Aggrieved Employee involved and shall perform a single re-mailing of the Individual
22 Settlement Payment check. If, after performing a skip-trace search and re-mailing, the
23 Aggrieved Employee's Individual Settlement Payment check is again returned to the
24 Settlement Administrator as non-deliverable, the Settlement Administrator will have no
25 further obligation to undertake efforts to obtain an alternative address.
26

27 12. No Opt-Out/No Right to Object. No Aggrieved Employee may opt out of or be
28 excluded from participating in the Settlement of the Released PAGA Claims. Each

1 Aggrieved Employee (including Plaintiff) will be bound by the terms of the Settlement upon
2 its approval by the Court, regardless of whether the Aggrieved Employee cashes any
3 payment received as a result of this Settlement. The Parties also agree that no Aggrieved
4 Employee (including Plaintiff) has the right to object to the terms of the Settlement.

5 13. Tax Allocation of Individual Settlement Payments. The Individual Settlement
6 Payment to each Aggrieved Employee shall be allocated 100 percent (100%) as penalties
7 paid via IRS Form 1099 issued to each Aggrieved Employee. The appropriate 1099s will be
8 filed with the relevant taxing authorities by the Settlement Administrator and issued to the
9 Aggrieved Employees by the Settlement Administrator in accordance with the law. Neither
10 Plaintiff nor Defendant, nor counsel for either of the Parties, make(s) any representations or
11 warranties regarding tax consequences of any payment under this Settlement.

12 14. Payment of Settlement Amounts. The Settlement Administrator shall have the
13 authority and obligation to make all payments, credits, and disbursements, calculated in
14 accordance with the methodology set out in the Settlement Agreement and orders of the
15 Court.

16 15. Distribution and Payment of Remainder. Within five (5) calendar days of
17 Defendant's deposit of the third installment payment, the Settlement Administrator shall
18 distribute these payments: (1) LWDA Payment to the LWDA; (2) the Service Award to
19 Plaintiff; (3) PAGA Counsel Award to PAGA Counsel; and (4) Settlement Administrator
20 Costs to itself for the services performed in connection with the Settlement.

21 16. Non-Negotiated Settlement Checks. Any Individual Settlement Payment
22 checks issued by the Settlement Administrator to Aggrieved Employees shall remain
23 negotiable for one hundred eighty (180) days. Those funds represented by Individual
24 Settlement Payment checks returned as undeliverable and those funds which correspond with
25 the Individual Settlement Payment checks that are not negotiated within one hundred eighty
26 (180) calendar days after issuance shall be tendered to the following *cy pres* recipient: Legal
27 Aid At Work.

28 17. Release of PAGA Claims. Upon full funding of the Gross Settlement Amount,

1 Plaintiff and Aggrieved Employees shall be deemed to have fully and finally released the
2 Released Parties from the Released PAGA Claims. The Released PAGA Claims does not
3 apply to settle or release any claims against Advanced Resources, L.L.C., who will be
4 dismissed from this lawsuit, pursuant to Paragraph 18.

5 18. Dismissal of Advanced Resources. Within fourteen (14) calendar days after
6 receipt of confirmatory discovery by Defendants that Advanced Resources was not the
7 employer of Plaintiff and the Aggrieved Employees during the PAGA Period, Plaintiff
8 agrees that she does not have any standing as an Aggrieved Employee to assert claims
9 against Advanced Resources and will submit all necessary papers to the Court, including,
10 but not limited to, any declaration and/or a stipulation to dismiss Advanced Resources from
11 the Action.

12 19. Settlement Approval Procedures. Following the execution of this Settlement
13 Agreement, Plaintiff will promptly request a hearing before the Court to seek approval of
14 this Settlement on a mutually available date. In connection with such hearing, Plaintiff will
15 present this Settlement Agreement to the Court and will request that the Court issue an order
16 and judgment in accordance with the terms of the Settlement. Plaintiff will be primarily
17 responsible for drafting all documents necessary to obtain approval of the Settlement.
18 Defendant shall not unreasonably withhold its approval of the motion for approval of this
19 Settlement. The Parties will cooperate in seeking approval of the Settlement, including
20 taking all steps that may be requested by the Court relating to the approval and
21 implementation of the Settlement. If the Court does not enter an order approving the
22 Settlement under the specific terms requested, the Parties agree to meet and confer to
23 address the Court's concerns and determine whether resolution of the Action can be obtained
24 in a manner consistent with the Court's concerns.

25 20. Judgment and Continued Jurisdiction. Upon the Effective Date, the Court shall
26 have continuing jurisdiction over the construction, interpretation, implementation, and
27 enforcement of this Settlement in accordance with its terms, and over the administration and
28 distribution of the settlement proceeds pursuant to California Code of Civil Procedure §

1 664.6. The Parties further understand and agree that if an action is brought to enforce the
2 terms of this Settlement Agreement, the prevailing party shall be entitled to his/their/its
3 reasonable attorneys' fees and costs.

4 21. Certification of Completion. Upon completion of administration of the
5 Settlement, and if required by the Court, the Settlement Administrator will provide a written
6 declaration under oath to certify such completion to the Court and counsel for all Parties. If
7 required by the Court, PAGA Counsel shall file this declaration with the Court.

8 **IV. OTHER PROVISIONS.**

9 22. No Admission. Nothing contained herein, nor the consummation of the
10 Settlement Agreement, is to be construed or deemed an admission of liability, culpability,
11 negligence, or wrongdoing on the part of Defendant. The Parties have entered into the
12 Settlement Agreement with the intention of avoiding further disputes and litigation with
13 their attendant inconvenience and expenses. The Settlement Agreement is a settlement
14 document and, pursuant to California Evidence Code § 1152, shall be inadmissible in
15 evidence in any proceeding, except an action or proceeding to approve the Settlement and/or
16 interpret or enforce the Settlement.

17 23. Tax Liability. The Parties make no representations as to the tax treatment or
18 legal effect of the payments called for hereunder, and Aggrieved Employees are not relying
19 on any statement or representation by the Parties in this regard. Aggrieved Employees shall
20 be solely responsible for the payment of any taxes and penalties assessed on the payments
21 which are issued to them, as described herein, and will defend, indemnify, and hold the
22 Parties free and harmless from and against any claims resulting from treatment of such
23 payments as penalties.

24 24. Exhibits and Headings. The terms of this Agreement include the terms set
25 forth in any attached exhibits, which are incorporated by this reference as though fully set
26 forth herein. Any exhibits are an integral part of the Settlement. The descriptive headings
27 of any paragraphs or sections of the Settlement Agreement are inserted for convenience of
28 reference only and do not constitute a part of the Settlement Agreement.

1 25. Amendment or Modification. Unless otherwise provided herein, the
2 Settlement Agreement may be amended or modified only by a written instrument signed by
3 counsel for all Parties or their successors-in-interest.

4 26. Entire Agreement. The Settlement Agreement, any supplemental written
5 agreement subsequently incorporated, and any attached Exhibits constitute the entire
6 Settlement Agreement among these Parties, and no oral or written representations,
7 warranties or inducements have been made to any Party concerning the Settlement
8 Agreement or its Exhibits other than the representations, warranties and covenants contained
9 and memorialized in such documents.

10 27. Authorization to Enter Into Settlement Agreement. The signatories hereto
11 represent that they are fully authorized to enter into the Settlement Agreement and bind the
12 Parties hereto to the terms and conditions hereof.

13 28. Mutual Non-Disparagement. Plaintiff agrees that she shall not disparage or
14 defame Defendant to any third parties with or through any written or oral statement or
15 image, including but not limited to any statements made via websites, blogs, postings to the
16 Internet, or emails. Defendant agrees it will provide Plaintiff a neutral reference if contacted
17 by any of Plaintiff's future prospective employers, so long as she directs inquires to
18 Defendant's human resources department.

19 29. Mutual Full Cooperation. The Parties and their counsel will cooperate with
20 each other and use their best efforts to affect the implementation of the Settlement.

21 30. Binding on Successors and Assigns. The Settlement Agreement shall be
22 binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees,
23 executors, administrators, and successors. The Parties hereto represent, covenant, and
24 warrant that they have not directly or indirectly, assigned, transferred, encumbered, or
25 purported to assign, transfer, or encumber to any person or entity any portion of any liability,
26 claim, demand, action, cause of action or rights herein released and discharged except as set
27 forth herein.

28 31. California Law Governs. All terms of the Settlement Agreement and the

exhibits hereto shall be governed by and interpreted according to the laws of the State of California. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of San Mateo.

32. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, .pdf, DocuSign, facsimile, digital, and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties to the Settlement Agreement shall exchange among themselves original signed counterparts.

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

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions in this Settlement Agreement, and execute it voluntarily and with full understanding of its consequences.

Dated: December 4, 2024

DocuSigned by:
Denise Williams
0006100FF0E0452...
Plaintiff Denise Williams

Dated: _____, 2024

ADVANCED CLINICAL LLC

By: _____
Its: _____

Dated: _____, 2024

ADVANCED RESOURCES, L.L.C.

By: _____
Its: _____

exhibits hereto shall be governed by and interpreted according to the laws of the State of California. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of San Mateo.

32. Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, .pdf, DocuSign, facsimile, digital, and scanned copies of the signature page, shall be deemed to be one and the same instrument provided that counsel for the Parties to the Settlement Agreement shall exchange among themselves original signed counterparts.

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

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions in this Settlement Agreement, and execute it voluntarily and with full understanding of its consequences.

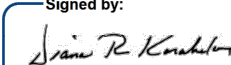
Dated: _____, 2024

Plaintiff Denise Williams

Dated: November 15, 2024

ADVANCED CLINICAL LLC

Signed by:



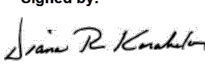
By: Diana Karabelas

Its: Chief Legal officer

Dated: November 15, 2024

ADVANCED RESOURCES, L.L.C.

Signed by:



By: Diana Karabelas

Its: Chief Legal officer

APPROVED AS TO FORM:

Dated: December 4, 2024

DIVERSITY LAW GROUP, P.C.



By: Larry Lee
Max W. Gavron
Mai Tulyathan
Attorneys for Plaintiff and Aggrieved Employees

Dated: December 12, 2024

O'DELL LAW GROUP



By: Julie W. O'Dell
Attorneys for Defendants Advanced Clinical LLC
and Advanced Resources, L.L.C.

EXHIBIT C

Denise Williams v. Advanced Clinical LLC, et al.
Superior Court of California, County of San Mateo, Case No. 21-CIV-03494

2D

<<Mail ID>>

<<FIRSTMILASTNAME1>>
<<FIRSTMILASTNAME2>>
<<FIRSTMILASTNAME3>>
<<ADDRESS3>>
<<ADDRESS2>>
<<ADDRESS1>>
<<CITY>> <<ST>> <<ZIPCODE>>
<<COUNTRY>>

CHECK DATE: <<MONTH ##, ####>>
CHECK NUMBER: <<#####>>
CHECK AMOUNT: <<\$###,###.##>>
TRACKING NUMBER: <<XXXXXX>>

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Denise Williams ("Plaintiff"), and Defendant Advanced Clinical LLC ("Advanced Clinical" or "Defendant"). Plaintiff asserted claims against Defendant under California Labor Code § 2698, *et seq.*, also known as the Private Attorneys General Act ("PAGA"), based on the alleged failure to provide off-duty rest breaks, provide accurate itemized wage statements, and reimburse work-related expenses in violation of Labor Code §§ 201-203, 226, 226.7, and 2802. Defendant denies that it violated the law in any way but agreed to enter into a settlement to avoid the further time and expense of litigation.

The settlement resolves all the PAGA claims asserted in the operative complaint and provides PAGA payments for all Advanced Clinical employees in California during the period of June 1, 2020, through July 4, 2021. According to Advanced Clinical's records, you are a current or former employee of Advanced Clinical in California and were paid wages during the period of June 1, 2020, through July 4, 2021, and you are covered by this settlement and are therefore entitled to a share of the settlement.

The enclosed check shall remain valid until XXXXX. The payment amount was calculated based on the number of pay periods you were paid wages by Advanced Clinical between June 1, 2020, through July 4, 2021. Enclosed with your check is an IRS Form 1099. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax accountant at your own expense with regard to any questions that you may have concerning any taxes that may be due.

The Court has **not** made a determination of Plaintiff's claims. This Notice is not to be understood as an expression by the Court as to the merits of Plaintiff's claims.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at XXXXX.

EXHIBIT D



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Aggrieved Members	1029
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	1029
Subtotal Admin Only	\$9,000.00

Not-to-Exceed Total \$9,000.00

For 1029 Aggrieved Members

Pricing Good for Scope of Estimate Only

August 23, 2024

Case: Denise Williams v. Advanced Clinical LLC PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949-566-1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Mai Tulyathan

Firm: Diversity Law Group, APC

Contact Number: (213) 488-6555

Email: ktulyathan@diversitylaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 1029 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$76.82	1	\$76.82
Call Center & Long Distance	\$2.00	103	\$205.80
NCOA (USPS)	\$200.00	1	\$200.00
Total			\$1,232.62

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	1,029	\$257.25
Notice and Check Packet	\$1.50	1,029	\$1,543.50
Estimated Postage (up to 1 oz.)*	\$0.76	1,029	\$782.04
Total			\$2,832.79

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	3	\$150.00
Skip Tracing Undeliverables	\$1.50	103	\$154.35
Remail Notice Packets	\$1.50	103	\$154.35
Estimated Postage	\$0.56	103	\$57.62
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$616.32

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	2	\$200.00
Case Manager	\$85.00	2	\$170.00
Total			\$370.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$125.00	5	\$625.00
Total			\$1,415.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.50	196	\$293.27
Reconcile Uncashed Checks	\$75.00	5	\$375.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$95.00	2	\$190.00
Final Reporting & Declarations	\$125.00	2	\$250.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$550.00	1	\$550.00
Total			\$2,533.27

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$9,000.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT E

Williams v. Advanced Clinical et al.
Time and Task Chart for Larry W. Lee

Hours	Description of Work
2.4	Factual investigation; review of file and client documents; research Defendants' backgrounds
1.2	Draft PAGA letter; review and revise same.
3.4	Review Defendant's PAGA cure letter; review and revise dispute to same; review decision re same
1.4	Review arbitration agreement; meet and confer re impact of same
2.5	Review and revise class complaint and FAC
1.3	Review and revise Joint Case Management Statements.
0.6	Meet and confer with opposing counsel regarding arbitration of Plaintiff's individual claims and request dismissal of Plaintiff's class claims.
6.2	Review and revise first set of written discovery; review responses to same; review documents produced by Defendant; meet and confer re same
2.5	Review and revise IDC brief; meet and confer re same
13.7	Review and revise motions to compel discovery responses; review opposition to same; review and revise reply briefs to same; legal research re same
2.8	Meet and confer re Belaire letter; review and revise stipulation and notice re same
3.1	Review supplemental and further discovery responses from Defendant; meet and confer re same
1.4	Review and revise data request to be sent to Defense in advance of mediation.
1.7	Review data informally produced by Defendant; review damages calculation; confer with counsel regarding data
3.8	Review and revise mediation brief.
7.6	Attend mediation; significant follow up discussions with mediator re settlement issues
3.6	Review and revise PMK deposition notice; meet and confer re same
4.1	Further discussions with Defense counsel re settlement issues
5.7	Review/revise MOU and confer with counsel and client
6.3	Review and revise long-form settlement agreement; confer with opposing counsel regarding terms therein; confer with client re same
3.8	Review and revise motion for approval of PAGA settlement, proposed order, and supporting documents; further review and revise same.

79.1	<u>TOTAL HOURS</u>
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EXHIBIT F

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Slip Listing

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Selection Criteria

Slip Classification Open
Client (hand select) Include: Williams, Denise v. Advanced
Slip.Transaction Ty 2 - 2

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
67718	EXP	Olympia	1	6.96	6.96
5/31/2021		Postage			
WIP		Williams, Denise v. Advanced			
Postage					
67405	EXP	Linda Lee	1	75.00	75.00
6/1/2021		Court fees			
WIP		Williams, Denise v. Advanced			
LWDA					
67735	EXP	Erika Mejia	1	1488.85	1488.85
6/28/2021		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Complaint					
68342	EXP	Olympia	1	69.49	69.49
7/9/2021		Atty Service			
WIP		Williams, Denise v. Advanced			
Attorney Service - Complaint Service					
68345	EXP	Olympia	1	93.41	93.41
7/12/2021		Atty Service			
WIP		Williams, Denise v. Advanced			
Attorney Service - Complaint Service					
68354	EXP	Olympia	1	91.53	91.53
7/14/2021		Atty Service			
WIP		Williams, Denise v. Advanced			
Attorney Service - Complaint Service					
68165	EXP	Erika Mejia	1	3.62	3.62
7/20/2021		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - POS of Summons					
68192	EXP	Olympia	1	3.62	3.62
7/23/2021		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Notice of CMO No. 1					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
68527	EXP	Olympia	11	0.25	2.75
7/31/2021		Photocopies			
WIP		Williams, Denise v. Advanced			
Photocopies					
68528	EXP	Olympia	1	7.67	7.67
7/31/2021		Postage			
WIP		Williams, Denise v. Advanced			
Postage					
68442	EXP	Erika Mejia	1	3.62	3.62
8/13/2021		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - FAC					
69514	EXP	Christine S. Lee	1	13.71	13.71
10/29/2021		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Joint CMS					
70330	EXP	Olympia	1	7450.00	7450.00
1/11/2022		Arbitrators			
WIP		Williams, Denise v. Advanced			
JAMS Mediation					
70894	EXP	Olympia	1	0.53	0.53
1/31/2022		Postage			
WIP		Williams, Denise v. Advanced			
Postage					
70536	EXP	Linda Lee	1	3.62	3.62
2/1/2022		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Joint CMS					
71627	EXP	Erika Mejia	1	3.62	3.62
5/3/2022		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Joint CMS					
72773	EXP	Olympia	1	3.62	3.62
8/16/2022		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Joint CMS					
74893	EXP	Erika Mejia	1	3.62	3.62
4/11/2023		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - CMS					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
75810	EXP	Olympia	1	189.92	189.92
8/4/2023		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - MTC RFPs & SROGs					
76128	EXP	Olympia	1	289.26	289.26
8/4/2023		Atty Service			
WIP		Williams, Denise v. Advanced			
Attorney Service - MTC Chamber Copies					
75875	EXP	Erika Mejia	1	3.62	3.62
8/8/2023		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Joint CMS					
76260	EXP	Erika Mejia	1	3.62	3.62
10/3/2023		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Joint CMS					
76399	EXP	Erika Mejia	1	24.32	24.32
10/16/2023		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Joint Stip to Send Belaire Notice					
76452	EXP	Olympia	1	3.62	3.62
10/27/2023		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Reply iso MTC					
76587	EXP	Olympia	1	107.77	107.77
10/27/2023		Atty Service			
WIP		Williams, Denise v. Advanced			
Attorney Service - Reply iso MTC Chamber Copies					
76599	EXP	Olympia	1	373.21	373.21
10/31/2023		Atty Service			
WIP		Williams, Denise v. Advanced			
Attorney Service - MTC Binder					
76629	EXP	Erika Mejia	1	3.62	3.62
11/15/2023		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Prop Order re MTC					
76855	EXP	Olympia	1	3.62	3.62
11/27/2023		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - NOE					

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
77411	EXP	Erika Mejia	1	3.62	3.62
2/5/2024		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Joint CMS					
78302	EXP	Erika Mejia	1	3.62	3.62
5/20/2024		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Joint CMS					
79056	EXP	Erika Mejia	1	3.62	3.62
8/20/2024		Court fees			
WIP		Williams, Denise v. Advanced			
Odyssey - Joint CMS					
79977	EXP	Mai Tulyathan	1	400.00	400.00
12/6/2024		Court fees			
WIP		Williams, Denise v. Advanced			
Approval/Post-Approval Costs					
Grand Total					
			Billable	0.00	10738.68
			Unbillable	0.00	0.00
			Total	0.00	10738.68

EXHIBIT G