

Kane Moon (SBN 249834)
 Email: kmoon@moonlawgroup.com
 Christopher L. Garcia (SBN 306082)
 Email: cgarcia@moonlawgroup.com
MOON LAW GROUP, PC
 1055 W. Seventh Street, Suite 1880
 Los Angeles, California 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

Attorneys for Plaintiff SHAY-RYAN JONES,
 on behalf of himself, the State of
 California, and all other aggrieved employees

Tracy Costantino (SBN 192847)
tcostantino@littler.com
LITTLER MENDELSON P.C.
 633 West 5th Street, 63rd Floor
 Los Angeles, California 90071
 Telephone: 213.443.4300
 Fax No.: 800.715.1330

Attorneys for Defendant
 STAT TEAM, INC.

[Counsel List Continued on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

SHAY-RYAN JONES, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

RHMT, LLC, a limited liability company;
 STAT TEAM, INC., a Texas corporation; and
 DOES 1 through 10, inclusive,

Case No. CGC-21-593344

[Assigned to Hon. Samuel K. Feng]

PAGA SETTLEMENT AGREEMENT

Complaint Filed: July 8, 2021
 Trial Date: None Yet Set

Henry A. Platt (SBN 142304)
SAUL EWING LLP
1919 Pennsylvania Avenue, N.W., Ste. 550
Washington, D.C. 20006
Telephone: 202-342-3447
Facsimile: 202-337-6065
E-Mail: henry.platt@saul.com
Attorneys for Defendant RHMT, LLC

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between plaintiff Shay-Ryan Jones (“Plaintiff”), on behalf of himself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and defendants RHMT, LLC and STAT TEAM, INC., on behalf of themselves and all of their current and former owners, parents, subsidiaries, members, representatives, agents, insurers, officers, directors, and employees (“Defendants”), on the other hand (Plaintiff and Defendants are collectively referred herein as, the “Parties”, and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), upon and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A.** “Action” means the civil action titled *Shay-Ryan Jones, individually, and on behalf of others similarly situated v. RHMT, LLC., a limited liability company; STAT TEAM, INC., a Texas Corporation, and DOES 1 through 10*, Case No. CGC-21-593344 (the “Action”), pending before Superior Court of the State of California, for the County of San Francisco (the “Court”).
- B.** “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- C.** “Complaint” means the First Amended Complaint filed by Plaintiff on September 9, 2021, in the Action.
- D.** “Court” means the Superior Court for the State of California, County of San Francisco.
- E.** “Covered Period” means the period of time from July 3, 2020 until the Superior Court’s approval of this PAGA settlement agreement.
- F.** “Defendants” means the Defendants in this Action, RHMT, LLC (“RHMT”) and STAT TEAM, INC. (“STAT TEAM”).
- G.** “Effective Date” means the date upon full funding of the Settlement.

- 1 **H.** “Defendant’s Counsel” means Tracy Costantino for STAT TEAM, INC. and
2 Henry A. Platt of of Saul Ewing LLP for RHMT, LLC.
- 3 **I.** “LWDA” means the California Labor and Workforce Development Agency.
- 4 **J.** “LWDA Payment” means the portion of the payment from the Total Settlement
5 Amount to be paid to the LWDA under the Settlement Agreement.
- 6 **K.** “Net Settlement Amount” means the amount from the Total Settlement Amount
7 that is available for distribution as Settlement Shares to PAGA Settlement Group
8 Members and the LWDA Payment after deduction for (i) the Representative
9 Plaintiff’s Payment, (ii) the Plaintiff’s Counsel Fees and Expenses Payment, and
10 (iii) the Settlement Administrator’s fees and expenses. If any Settlement Share
11 check is not timely cashed by a Settlement Group Member, that share will be sent
12 to the California State Controllers’ Office Unclaimed Property Fund in the name of
13 the Settlement Group Member.
- 14 **L.** “PAGA” means the Private Attorneys General Act of 2004, California Labor Code
15 section 2698 *et seq.*
- 16 **M.** “PAGA Notice” means a notice of proposed settlement pursuant to PAGA,
17 substantially in the form evidenced by **Exhibit A** to this Agreement.
- 18 **N.** “PAGA Released Claims” means any and all claims under PAGA that are pled in
19 Plaintiff’s Representative PAGA Action Complaint, or which could have been pled
20 under PAGA based on the factual allegations in Plaintiff’s Representative Action
21 PAGA Complaint, that arose during the Covered Period.
- 22 **O.** “PAGA Settlement Group Members” means all current and former hourly-paid or
23 non-exempt employees of Defendants in the State of California who worked for
24 RHMT, LLC or were placed at RHMT, LLC at any time during the Covered Period.
- 25 **P.** “Plaintiff” means the Plaintiff in this Action, Shay-Ryan Jones.
- 26 **Q.** “Plaintiff’s Counsel” means Kane Moon and Christopher L. Garcia of Moon Law
27 Group, PC.
- 28

1 **R.** “Released Parties” means Defendants and all of each of their respective past,
2 present and future officers, directors, employees, agents, board members,
3 shareholders, attorneys, insurers, reinsurers, customers, partners, investors,
4 members, representatives, predecessors, parent companies, subsidiaries, affiliates,
5 divisions, successors, agents, and principals, and their heirs, estates, executors,
6 administrators, servants, insurers, attorneys, and assigns and any individual or
7 entity that could be jointly liable with Defendants, and each of them.

8 **S.** “Representative Plaintiff’s Payment” means the special payment made to Plaintiff
9 to compensate him for initiating and pursuing the Action and undertaking the risk
10 of liability for attorneys’ fees and expenses in the event that he was unsuccessful in
11 the prosecution of the Action.

12 **T.** “Settlement” means this PAGA Settlement Agreement.

13 **U.** “Settlement Administrator” means the administrator proposed by the Parties and
14 appointed by the Court to administer the Settlement. The Parties have agreed to
15 propose Phoenix Settlement Administrators to serve in this capacity.

16 **V.** “Settlement Share” means the portion of the Net Settlement Amount allocable to
17 each PAGA Settlement Group Member as provided by this Agreement.

18 **W.** “Total Settlement Amount” means the total amount to be paid by Defendants as
19 provided by this Agreement. The Total Settlement Amount is one hundred sixty
20 thousand dollars and no cents (\$160,000.00). The Total Settlement Amount will
21 cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the
22 LWDA Payment, (iii) the Representative Plaintiff’s Payment, (iv) the Plaintiff’s
23 Counsel Fees and Expenses Payment, and (v) the Settlement Administrator’s fees
24 and expenses.

25 **II. FACTUAL BACKGROUND**

26 **A.** On or about July 6, 2021, Plaintiff served a letter to the LWDA and Defendants in
27 accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged
28 violations by Defendant of California Labor Code: (1) failure to pay minimum and regular rate

1 wages (Labor Code sections 204, 1194, 1194.2, and 1197); (2) failure to pay overtime
2 compensation (Labor Code sections 1194 and 1198); (3) failure to provide meal periods (Labor
3 Code sections 226.7 and 512); (4) failure to authorize and permit rest breaks (Labor Code section
4 226.7); (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages
5 at termination (Labor Code sections 201-203); (7) failure to provide accurate itemized wage
6 statements (Labor Code section 226); and (8) unfair business practices (Cal. Bus. & Prof. Codes
7 17200).

8 **B.** On July 8, 2021, Plaintiff commenced this Action. Plaintiff's Complaint sought
9 damages, on his behalf and on behalf of a class of all non-exempt or hourly employees, for the
10 following alleged violations of the California Labor Code: (1) failure to pay minimum wages
11 (Labor Code sections 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation
12 (Labor Code sections 1194 and 1198); (3) failure to provide meal periods (Labor Code sections
13 226.7 and 512); (4) failure to authorize and permit rest breaks (Labor Code section 226.7); (5)
14 failure to indemnify necessary business expenses (Labor Code section 2802); (6) failure to timely
15 pay final wages at termination (Labor Code sections 201-203); (7) failure to provide accurate
16 itemized wage statements (Labor Code section 226); and
17 (8) unfair business practices (Business and Professions Code sections 17200 *et seq.*).

18 **C.** On September 9, 2021, Plaintiff filed a First Amended Complaint. The First
19 Amended Complaint added a claim for civil penalties under the PAGA, based on the same alleged
20 violations of the Labor Code contained in the original Complaint.

21 **D.** On or about December 9, 2021, the Court signed an Order dismissing Plaintiff's
22 individual claims, without prejudice, and dismissing Plaintiff's class claims, without prejudice,
23 based on an executed arbitration agreement signed by Plaintiff governing his employment with
24 Defendants, leaving on the PAGA claims as the operative claims in the Action.

25 **E.** In the Action, Plaintiff sought penalties under PAGA on behalf of himself and the
26 PAGA Settlement Group Members for alleged violations of California's Labor Code.

27 **F.** The Parties have each independently analyzed and investigated the facts and law
28 relevant to this case through informal discovery, including, but not limited to, the employment

1 policies, procedures, and practices implicated by the PAGA representative claims; timekeeping
2 records, payroll records, and wage statements relating to Plaintiff and other non-exempt employees
3 on whose behalf the PAGA claims are asserted in the Action; and summaries pertaining to the
4 number of employees allegedly affected by the PAGA claims.

5 **G.** On August 21, 2023, the Parties participated in a full-day mediation with reputed
6 class and collective action mediator, Hon. Carl J. West, (Ret.) Defendants by and through their
7 counsel supplied Plaintiff's counsel with employee data, policy documents, and additional
8 information regarding Defendants' non-exempt, hourly employees in California who during the
9 Covered Period were either employed by RHMT, LLC or who STAT TEAM, INC. placed at
10 RHMT, LLC, which Plaintiff's Counsel reviewed and analyzed.

11 **H.** During the mediation, each side, represented by its respective counsel, discussed
12 the material liability and damages risks of their respective cases, and the potential impact of an
13 adverse result in the Action. By and through the assistance of the mediator, the Parties
14 subsequently agreed to a complete resolution of the Action by way of acceptance of a mediator's
15 proposal. The Parties have agreed to settle the Action in its entirety pursuant to the terms and
16 conditions of this Agreement.

17 **I.** This Settlement contemplates the entry of an Order by the Court approving the
18 payment allocated for settlement of PAGA penalties to Plaintiff and the PAGA Settlement Group
19 Members, and the dismissal with prejudice of the Complaint and the entirety of the Action.

20 **J.** This Agreement represents a compromise and settlement of highly disputed claims.
21 Nothing in this Agreement is intended or will be construed as an admission by Defendants that
22 Plaintiff's claims in the Action have merit or that Defendants have any liability whatsoever to
23 Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that
24 Defendants' defenses in the Action have merit.

25 **III. SETTLEMENT TERMS AND CONDITIONS**

26 **A. Non-Admission.** Nothing in this Settlement nor the acts to be performed or
27 judgments to be entered pursuant to the terms of the Settlement shall be construed to be an
28 admission by Plaintiff that his claims do not have merit or by Defendants of any liability or

wrongdoing as to Plaintiff, allegedly Aggrieved Employees or any other person. Defendants specifically disclaim any such liability or wrongdoing. Defendants deny the allegations in the Action in their entirety and specifically deny that they have committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

B. Total Settlement Amount. Subject to the terms and conditions of this Agreement and court approval, the Total Settlement Amount is one hundred sixty thousand dollars and no cents (\$160,000.00.) The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiff's Payment, (iv) the Plaintiff's Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees and expenses. The settlement is non-reversionary, such that the entire Total Settlement Amount will be disbursed.

C. Net Settlement Amount. The Parties agree that the following amounts should be subtracted from the Total Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees: (1) Payment to the Settlement Administrator; (2) Payment to Plaintiff's Counsel for attorney's fees and costs; and (3) Representative Plaintiff's Payment.

D. Payment to Settlement Administrator. The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as approved by the Court, and not to exceed ten thousand dollars (\$10,000.00).

E. Payment to LWDA. The Settlement Administrator shall pay to the LWDA 75% of the Net Settlement Amount, as required by California Labor Code section 2699(i).

F. Payment to Plaintiff's Counsel. Defendants will not oppose Plaintiff's Counsel's request for a Fees and Expenses Payment in the total, maximum amount of fifty three thousand three hundred and twenty-eight dollars (\$53,328.00) for attorneys' fees (up to thirty three and one third percent (33 1/3%) of the Total Settlement Amount) and expenses not to exceed fifteen

1 thousand dollars (\$15,000.00). The Settlement Administrator will issue to Plaintiff's Counsel a
2 Form 1099 with respect to the awarded attorneys' fees and costs.

3 **G. Payment to Plaintiff.** In addition to his Settlement Share, and in exchange for his
4 providing a complete, general release of all claims in addition to his service as a representative in
5 the Action, Plaintiff will collectively apply to the Superior Court for a Representative Plaintiff's
6 Payment of not more than seven thousand five hundred dollars and no cents (\$7,500.00).
7 Defendants will not oppose a Representative Plaintiff's Payment of up to seven thousand five
8 dollars and no cents (\$7,500.00). The Settlement Administrator will pay the Representative
9 Plaintiff Payment approved by the Superior Court out of the Total Settlement Amount. If the
10 Superior Court approves a Representative Plaintiff's Payment of less than seven thousand five
11 hundred dollars and no cents (\$7,500.00), the remainder will be retained in the Net Settlement
12 Amount. Tax deductions and withholdings will not be taken from the Representative Plaintiff's
13 Payment, and instead a Form 1099 will be issued to Plaintiff with respect to this payment.

14 **H. Settlement Share to PAGA Settlement Group Members.** Subject to the terms
15 and conditions of this Agreement, the Settlement Administrator will allocate 25% of the Net
16 Settlement Amount as Settlement Shares to the PAGA Settlement Group Members in proportion
17 to the number of pay periods they worked for RHMT, LLC or while placed at RHMT, LLC during
18 the Covered Period, as required by California Labor Code section 2699(i). No deductions shall be
19 taken, and a Form 1099 will be issued to each Settlement Group Member for his/her Settlement
20 Share because the Action sought civil penalties and interest, only, and not actual wages. The
21 Settlement Administrator will be responsible for issuing any 1099 or other tax forms as may be
22 required by law for all amounts paid pursuant to this Settlement. Defendants make no
23 representations or warranties with respect to tax consequences of any payment under this
24 Settlement and Plaintiff and each Settlement Group Member shall assume full responsibility and
25 liability for any employee taxes owed on their Settlement Shares.

26 If the total number of pay periods worked by the PAGA Group from July 3, 2020 until the
27 Superior Court's approval of this PAGA agreement is 5,967 (i.e., ten percent above the 5,425 pay
28 periods that Defendants reported prior to or during the mediation), the Settlement Amount shall

1 increase in proportion to the increase above ten percent. In other words, an 11 percent increase in
2 pay periods will result in a 1 percent increase in the Settlement Amount.

3 **I. Appointment of Settlement Administrator.** The Parties have agreed to propose
4 Phoenix Settlement Administrators as the Settlement Administrator to resolve disputes in
5 connection with the calculation of Settlement Shares in accordance with the Settlement; distribute
6 Settlement Shares and other payments due under the Settlement; and otherwise administer the
7 Settlement. The Settlement Administrator's duties will include preparing, printing, and mailing
8 the Notice Packet to the PAGA Settlement Group Members; conducting a National Change of
9 Address search and using Accurint and other reasonable and cost-effective skip trace methods to
10 locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal
11 Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group
12 Member's new address; issuing the checks to effectuate the payments due under the Settlement;
13 and otherwise administering the Settlement pursuant to this Agreement. The Settlement
14 Administrator will have the final authority to resolve all disputes concerning the calculation of a
15 PAGA Settlement Group Member's Settlement Share, subject to the dollar limitations set forth in
16 this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost
17 of printing and mailing the Notice Packet, will be paid out of the Total Settlement Amount.

18 **J. Procedure for Approving Settlement.**

19 **1. Motion for an Order Approving the Settlement.**

20 a. The Parties will cooperate in seeking approval of the Settlement, by
21 way of a Joint Stipulation and Order Approving PAGA Settlement Agreement (the "Stipulated
22 Approval"). Should the Court require a noticed motion pursuant to the Code of Civil Procedure,
23 Plaintiff will file a Motion for an Order Approving PAGA Settlement.

24 b. Pursuant to PAGA, on the date the Parties file the Stipulated
25 Approval, Plaintiff will submit to the LWDA the PAGA Notice substantially evidenced by **Exhibit**
26 **A** to this Agreement, enclosing this Agreement. The Parties intend and believe that providing
27 notice of this Settlement to the LWDA pursuant to the procedures described in this section
28 complies with the requirements of PAGA.

1 c. Pursuant to PAGA, on the date the Parties file the Stipulated
2 Approval, Plaintiff will submit to the Court an order granting the motion and dismissing the Action
3 in its entirety in the form evidenced by **Exhibit B** to this Agreement.

4 d. At any hearing on the Stipulated Approval, the Parties will jointly
5 appear and support the granting of the the Stipulated Approval.

6 e. Should the Court decline to approve all material aspects of the
7 Settlement, or order material changes to the Settlement to which the Parties do not agree, the
8 Parties will meet and confer to address the Court's concerns and determine whether resolution of
9 the Action can be obtained in a manner consistent with the Court's concerns. If no agreement can
10 be reached, the Settlement will be null and void and the Parties will have no further obligations
11 under it and shall return to their positions prior to entering into this Settlement in the first instance.
12 However, an award by the Court of lesser amounts than sought for the Representative Plaintiff's
13 Payment and/or Counsel Fees and Expenses Payment will not be considered a material change to
14 the Settlement.

15 **2. No Right to Opt Out or Object.** The Parties agree there is no statutory
16 right for any PAGA Settlement Group Member to object, opt out or otherwise exclude himself or
17 herself from the Settlement. The Parties further agree there is no right or opportunity for any
18 PAGA Settlement Group Member to appeal the approval of the Settlement by the Court. The
19 Parties further agree that an Aggrieved Employees' recovery under this Settlement does not act to
20 preclude claims not encompassed within the release of claims in Section III.K.1.

21 **3. Notice to PAGA Settlement Group Members.** After the Court enters its
22 order granting the the Stipulated Approval, every PAGA Settlement Group Member will be
23 provided with the Notice of their Settlement Share.

24 a. Within fourteen (14) days after the Court Order is signed, approving
25 the Settlement, Defendants will provide to the Settlement Administrator the names, last known
26 addresses, Social Security numbers, and Covered Pay Periods of all PAGA Settlement Group
27 Members. The Settlement Administrator shall keep this information confidential and not disclose
28 it to Plaintiff's Counsel or any third parties. If any or all of the PAGA Settlement Group Members'

1 data is unavailable to Defendants, Defendants will use best efforts to deduce or reconstruct the
2 data prior to when it must be submitted to the Settlement Administrator.

3 b. Within seven (7) days after receiving the PAGA Settlement Group
4 Members' data from Defendants, the Settlement Administrator will send a Notice to each PAGA
5 Settlement Group Member. The Settlement Administrator will mail this information to all
6 identified PAGA Settlement Group Members using the mailing address information provided by
7 Defendants, unless modified by any updated address information that the Settlement Administrator
8 obtains in the course of administration of the Settlement. In the event of returned or non-
9 deliverable notices, the Settlement Administrator will make reasonable efforts to locate PAGA
10 Settlement Group Members and re-send the notices.

11 c. If a Notice is returned because of an incorrect address, the
12 Settlement Administrator will promptly, and not later than five (5) days from receipt of the returned
13 Notice, search for a more current address for the PAGA Settlement Group Member using Accurant
14 and/or other reasonable and cost-effective skip trace methods, and re-mail the Notice to the PAGA
15 Settlement Group Member. The Settlement Administrator will use the PAGA Settlement Group
16 Members' data and otherwise work with Defendants to find a more current address. The
17 Settlement Administrator will be responsible for taking reasonable steps, consistent with its
18 agreed-upon job parameters, court orders, and fees, as agreed to with counsel and according to the
19 following deadlines, to trace the mailing address of any PAGA Settlement Group Member for
20 whom a Notice is returned by the U.S. Postal Service as undeliverable. These reasonable steps
21 will include, at a minimum, the tracking of all undelivered mail; performing address searches for
22 all mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement
23 Group Members for whom new addresses are found.

24 **4. Waiver of Right to Appeal.** Provided that the final disposition of the
25 Action is consistent with the material terms of this Agreement, Plaintiff, Defendants, and their
26 respective counsel hereby waive any and all rights to appeal from it, including all rights to any
27 post-dismissal proceeding or appellate proceeding, such as a motion to vacate or set aside
28 dismissal, a motion for new trial, and any extraordinary writ, and the dismissal therefore will

1 become non-appealable at the time it is entered. The waiver of appeal does not include any waiver
2 of the right to oppose any appeal, appellate proceedings or post-dismissal proceedings. This
3 paragraph does not preclude Plaintiff or Plaintiff's Counsel from appealing from a refusal by the
4 Court to award the Plaintiff's attorneys' fees and/or costs sought by them. If an appeal is taken,
5 the time for consummating the Settlement (including making payments under the Settlement) will
6 be suspended until such time as their appeal is finally resolved and the disposition of the Action
7 becomes Final, as defined in this Agreement.

8 **5. Vacating, Reversal, or Material Modification of Dismissal on Appeal or**
9 **Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion,
10 petition, or application, the reviewing court vacates, reverses, or modifies the disposition of this
11 Action such that there is a material change to the Settlement, and that court's decision is not
12 completely reversed and the disposition of this Action is not fully affirmed on review by a higher
13 court, then either Plaintiff or Defendants will have the right to void the Settlement, which the Party
14 must do by giving written notice to the other Parties, the reviewing court, and the Court not later
15 than thirty (30) days after the reviewing court's decision vacating, reversing, or materially
16 modifying the disposition of this Action becomes Final. A vacation, reversal, or modification of
17 the Court's award of the Representative Plaintiff's Payment and/or Plaintiff's attorneys' fees
18 and/or costs will not constitute a vacating, reversal, or material modification of the disposition of
19 this Action within the meaning of this paragraph, although Plaintiff or Plaintiff's Counsel have the
20 right to appeal from any refusal by the Court to award the Plaintiff's Counsel's attorneys' fees
21 and/or costs sought by them.

22 **6. Timing of Settlement Payments.** The settlement payment provided for in
23 Paragraph III.B. shall be made within thirty (30) days after the Court Order is signed approving
24 the Settlement.

25 **7.** Within seven (7) days after the Court Order is signed approving the
26 Settlement, the Settlement Administrator will provide Defendants with wire transfer information.
27 Within thirty (30) days after the Court Order is signed approving the Settlement, Defendants will
28 transfer their respective shares of the Total Settlement Amount to the Settlement Administrator via

wire transfer. Within forty-five (45) days after the Court Order is signed approving the Settlement, the Settlement Administrator will make the following payments from the Total Settlement Amount: distribution as Settlement Shares to PAGA Settlement Group Members; the LWDA Payment paid to the LWDA; the Representative Plaintiff's Payment to Plaintiff; Plaintiff's Counsel Fees and Expenses Payment paid to Plaintiff's Counsel; and the Settlement Administrator's fees and expenses.

8. Uncashed Settlement Share Checks. A PAGA Settlement Group Member must receive or cash his or her Settlement Share payment or check within 180 calendar 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 PAGA Settlement Group Member at his or her correct address. If any PAGA Settlement Group Member's Settlement Share check is not cashed within 120 days after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group Member a letter or postcard 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 a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within 180 days after it is mailed to him or her, the funds shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in the Settlement Group Member's name.

K. Release and Waiver of Claims.

1. PAGA Settlement Group Members. Upon the full funding of the Settlement, Plaintiff, acting on behalf of the State of California, and all PAGA Settlement Group Members shall release Defendants and the Released Parties from any and all claims based on the Private Attorneys General Act (2004), as pleaded in Plaintiff's Complaint and the First Amended Complaint or that could have been pleaded on the facts as alleged in the Complaint and the First Amended Complaint and Plaintiff's notice letters to LWDA, arising during the Covered Period, including but not limited to claims under Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1194, 1194.2, 1197, 1198, 2698, 2699.3, and 2699.5, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims").

1 **2. Plaintiff's General Release of All Claims.** In addition to the release made
2 in Section III.K.1, and in consideration of and in return for the promises and covenants undertaken
3 in this Agreement, and for other good and valuable consideration, receipt of which is hereby
4 acknowledged, except as noted below, Plaintiff does hereby acknowledge full and complete
5 satisfaction of and does hereby release, absolve and discharge Defendants and all Released Parties
6 from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes
7 of action, grievances, wages, vacation payments, severance payments, obligations, commissions,
8 overtime payments, debts, profit sharing claims, expenses, damages, judgments, orders and
9 liabilities of whatever kind or nature in local, state or federal law, equity or otherwise, whether
10 known or unknown to Plaintiff, which he now owns or holds or has at any time owned or held as
11 against Defendants or the Released Parties, or any of them, including specifically but not
12 exclusively and without limiting the generality of the foregoing, any and all claims known or
13 unknown, suspected or unsuspected: (1) arising out of Plaintiff's employment with any Defendant
14 or Released Party or separation of that employment; (2) arising out of Plaintiff's assignment at or
15 work/services provided to any Defendant or Released Party or the ending of that assignment; or
16 (3) arising out of or in any way connected with any claim, loss, damage or injury whatsoever,
17 known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part
18 of Defendants or any Released Parties, or any of them, committed or omitted on or before the date
19 this Agreement is executed by Plaintiff, including the Action. Also, without limiting the generality
20 of the foregoing, Plaintiff specifically releases Defendants and the Released Parties from any claim
21 for attorneys' fees.

22 **3. Section 1542 Release.** In addition to the release made in Sections III.K.1-
23 2, Plaintiff makes the additional following general release of all claims, known or unknown.
24 Plaintiff releases the Defendants and all Released Parties from all claims, demands, rights,
25 liabilities and causes of action of every nature and description whatsoever, known or unknown,
26 asserted or that might have been asserted, whether in tort, contract, or for violation of any state or
27 federal statute, rule or regulation arising out of, relating to, or in connection with Plaintiff's
28 relationship with Defendants as well as any and all acts or omissions by or on the part of

1 Defendants and/or any Released Parties. (The release set forth in this paragraph shall be referred
2 to hereinafter as the "General Release.")

3 With respect to the General Release, Plaintiff stipulates and agrees that, upon the
4 date on which the Court's approval order becomes final, Plaintiff shall be deemed to have expressly
5 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits
6 of Section 1542 of the California Civil Code, or any other similar provision under federal or state
7 law, which provides:

8 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
9 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
10 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
11 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
12 **HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
13 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

14 This release specifically excludes claims for unemployment insurance, disability,
15 social security, and workers compensation (with the exception of claims arising pursuant to
16 California Labor Code Sections 132(a) and 4553). Accordingly, if the facts relating in any manner
17 to this Settlement are found hereafter to be other than or different from the facts now believed to
18 be true, the release of claims contained herein shall be effective as to all unknown claims.

19 **L. Releases By and Between Defendants RHMT, LLC and STAT TEAM, INC.**

20 In consideration of and in return for the promises and covenants undertaken in this Agreement by
21 the Parties hereto, including the foregoing releases by Plaintiff of the Released Parties, and for
22 other good and valuable consideration, receipt of which is hereby acknowledged, RHMT, LLC
23 and STAT TEAM, INC. respectively and mutually acknowledge full and complete satisfaction of
24 and do hereby release, absolve and discharge one another and each of their respective affiliates,
25 parents, partners, divisions, business units, clients and customers, subsidiaries, predecessors,
26 successors, related entities and businesses, past and present, and each of them, as well as each of
27 their stockholders, partners, trustees, members, managers, directors, officers, agents, insurers,
28 attorneys, servants and employees, contractors, past and present, and each of them from any and
all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action,
grievances, obligations, debts, expenses, damages, judgments, orders and liabilities of whatever

1 kind or nature in state or federal law, equity or otherwise, whether known or unknown: (1) arising
2 out of Plaintiff's employment with any Defendant or Released Party or separation of that
3 employment; (2) arising out of Plaintiff's assignment at or work/services provided to any
4 Defendant or Released Party or the ending of that assignment; or (3) arising out of or in any way
5 connected with any claim, loss, damage or injury whatsoever, known or unknown, suspected or
6 unsuspected, resulting from any act or omission alleged by Plaintiff, either on an individual or
7 representative basis, including the entirety of the Action. Also, without limiting the generality of
8 the foregoing, this mutual release specifically includes a release from any claim for attorneys' fees
9 as between the Defendants.

10 **M. No Effect on Other Benefits.** The payment to PAGA Settlement Group Members
11 will not result in any additional benefits, compensation or payments (such as 401(k) or bonus)
12 beyond those provided by this Agreement to Plaintiff or the PAGA Settlement Group Members,
13 and they will be deemed to have waived all such claims, whether known or unknown by them, as
14 part of their release of claims under this Agreement.

15 **N. Confidentiality Preceding Approval.** Prior to filing of the Stipulated Approval,
16 Plaintiff will not issue any press or other media releases or have any communication with the press
17 or media or anyone other than financial advisors, retained experts, the LWDA and vendors related
18 to settlement administration, regarding the Settlement. If, before the filing of the Stipulated
19 Approval, Plaintiff or his attorneys disclose to any unauthorized party (a) that a settlement has
20 been reached or (b) any of the terms of the Settlement except as required by law or to effect the
21 Settlement, Defendants may rescind the Settlement, rendering it null and void. Plaintiff further
22 agrees that he will instruct his attorneys not to disclose the terms of this Agreement other than as
23 necessary in connection with the Stipulated Approval. This section does not bar Plaintiff's counsel
24 from carrying out their duties as counsel to Representative Plaintiff for the LWDA.

25 **O. Miscellaneous Terms.**

26 **1. No Admission of Liability.**

27 a. Defendants deny that they have engaged in any unlawful activity,
28 have failed to comply with the law in any respect, or have any liability to anyone under the claims

1 asserted in the Action. This Agreement is entered into solely for the purpose of compromising
2 highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission
3 of liability or wrongdoing by Defendants, or an admission by Plaintiff that any of his claims were
4 non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the
5 fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and
6 will not be admissible in connection with, any litigation (other than solely in connection with the
7 Settlement).

8 b. Whether or not the disposition of this Action becomes Final, nothing
9 in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the
10 Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed
11 as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose
12 adverse to Defendants or any other Released Parties, including, but not limited to, evidence of a
13 presumption, concession, indication or admission by any of the Released Parties of any liability,
14 fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in
15 evidence against any of the Released Parties, in any further proceeding in the Action, or any other
16 civil, criminal or administrative action or proceeding except for purposes of effectuating the
17 Settlement pursuant to this Agreement.

18 c. This section and all other provisions of this Agreement
19 notwithstanding, any and all provisions of this Agreement may be admitted in evidence and
20 otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in
21 defense of any claims released or barred by this Agreement.

22 **2. Integrated Agreement.** After this Agreement is signed and delivered by
23 all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement
24 between the Parties relating to the Settlement, and it will then be deemed that no oral
25 representations, warranties, covenants, or inducements have been made to any Party concerning
26 this Agreement or its exhibits other than the representations, warranties, covenants, and
27 inducements expressly stated in this Agreement and its exhibits.

1 **3. Attorney Authorization.** Plaintiff's Counsel and Defendants' Counsel
2 each warrant and represent that they are authorized by their respective clients to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
4 its terms, and to execute any other documents required to effectuate the terms of this Agreement.
5 The Parties and their counsel will cooperate with each other and use their best efforts to affect the
6 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
7 form or content of any document needed to implement the Agreement, or on any supplemental
8 provisions that may become necessary to effectuate the terms of this Agreement, the Parties will
9 seek the assistance of the Court or mediator, and in all cases all such documents, supplemental
10 provisions and assistance of the court will be consistent with this Agreement. No attorney for any
11 party is a party to this agreement and will not be liable for any Party's breach of any of the terms
12 of this Agreement.

13 **4. Modification of Agreement.** This Agreement, and any and all parts of it,
14 may be amended, modified, changed, or waived only by an express written instrument signed by
15 all Parties or their successors-in-interest.

16 **5. Agreement Binding on Successors.** This Agreement will be binding upon,
17 and inure to the benefit of, the successors of each of the Parties.

18 **6. Applicable Law.** All terms and conditions of this Agreement and its
19 exhibits will be governed by and interpreted according to the laws of the State of California,
20 without giving effect to any conflict of law principles or choice of law principles.

21 **7. Cooperation in Drafting.** The Parties have cooperated in the drafting and
22 preparation of this Agreement. This Agreement will not be construed against any Party on the
23 basis that the Party was the drafter or participated in the drafting.

24 **8. Fair Settlement.** The Parties and their respective counsel believe and
25 warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and
26 have arrived at this Agreement through arms-length negotiations, taking into account all relevant
27 factors, current and potential.

1 **9. Headings.** The descriptive heading of any section or paragraph of this
 2 Agreement is inserted for convenience of reference only and does not constitute a part of this
 3 Agreement.

4 **10. Notice.** All notices, demands or other communications given under this
 5 Agreement will be in writing and deemed to have been duly given as of the third business day after
 6 mailing by United States mail, addressed as follows:

7 *To Plaintiff and the Settlement Group:*

8 Kane Moon (SBN 249834)
 9 Email: *kmoon@moonlawgroup.com*
 Christopher L. Garcia (SBN 306082)
 10 Email: *cgarcia@moonlawgroup.com*
 MOON LAW GROUP, PC
 1055 W. Seventh Street, Suite 1880
 11 Los Angeles, California 90017
 Telephone: (213) 232-3128
 12 Facsimile: (213) 232-3125

13 *To Defendant STAT TEAM, INC.:*

14 Tracy Costantino (SBN 192847)
 tcostantino@littler.com
 15 LITTLER MENDELSON P.C.
 633 West 5th Street, 63rd Floor
 16 Los Angeles, California 90071
 Telephone: 213.443.4300
 17 Fax No.: 800.715.1330

18 *To Defendant RHMT, LLC:*

19 Henry A. Platt (SBN 142304)
 SAUL EWING LLP
 20 1919 Pennsylvania Avenue, N.W., Ste. 550
 Washington, D.C. 20006
 21 Telephone: 202-342-3447
 22 Facsimile: 202-337-6065
 E-Mail: henry.platt@saul.com

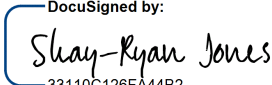
23 **11. Execution in Counterpart.** This Agreement may be executed in one or
 24 more counterparts. All executed counterparts and each of them will be deemed to be one and the
 25 same instrument provided that counsel for the Parties will exchange between themselves original
 26 signed counterparts. Facsimile signatures will be accepted if the original signature is provided
 27 within seven days. Any executed counterpart will be admissible in evidence to prove the existence
 28

and contents of this Agreement. The Parties agree this Agreement may be signed electronically using “DocuSign,” “Adobe Sign” or other verifiable electronic signature program, pursuant to California Civil Code Section 1633.7, and that any party using such electronic signature program will retain any and all documents related to the signature process for purposes of authenticating the signature. If Plaintiff counsel provides only an electronic signature, he waives any challenge to the veracity of such signature on this Agreement.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

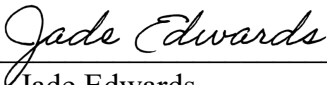
2/14/2024
Dated: February __, 2024

Shay-Ryan Jones
DocuSigned by:

33110C126FA44B2...

Plaintiff

Dated: February _26_, 2024

STAT TEAM, INC.

By: 
Jade Edwards
Vice President

Dated: February __, 2024

RHMT, LLC

By: _____
[NAME]
[TITLE]

and contents of this Agreement. The Parties agree this Agreement may be signed electronically using “DocuSign,” “Adobe Sign” or other verifiable electronic signature program, pursuant to California Civil Code Section 1633.7, and that any party using such electronic signature program will retain any and all documents related to the signature process for purposes of authenticating the signature. If Plaintiff counsel provides only an electronic signature, he waives any challenge to the veracity of such signature on this Agreement.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

2/14/2024
Dated: February __, 2024

Shay-Ryan Jones

DocuSigned by:
Shay-Ryan Jones
33110C126FA44B2...

Plaintiff

Dated: February __, 2024

STAT TEAM, INC.

By: _____
[NAME]
[TITLE]

Dated: February __, 2024

RHMT, LLC

DocuSigned by:
Lynn Gefen
By: _____
[NAME] Lynn Gefen
[TITLE] Chief Legal Officer

1 APPROVED AS TO FORM:
2 2/14/2024

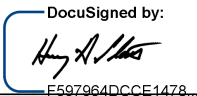
3 Dated: February __, 2024

MOON LAW GROUP, PC

4 By: 
5 Kane Moon
6 Christopher L. Garcia
7 Attorneys for Plaintiff Shay-Ryan Jones

8 2/22/2024
9 Dated: February __, 2024

SAUL EWING LLP

10 By: 
11 Henry A. Platt
12 Attorneys for Defendant RHMT, LLC

13 Dated: February __, 2024

LITTLER MENDELSON, P.C.

14 By: _____
15 Tracy Costantino
16 Attorneys for Defendant STAT TEAM,
17 INC.

1 APPROVED AS TO FORM:

2 2/14/2024

3 Dated: February __, 2024

MOON LAW GROUP, PC

DocuSigned by:

Christopher Garcia

5042CF9C194A429...

By: _____

Kane Moon

Christopher L. Garcia

Attorneys for Plaintiff Shay-Ryan Jones

7 Dated: February __, 2024

SAUL EWING LLP

By: _____

Henry A. Platt

Attorneys for Defendant RHMT, LLC

12 Dated: February 26, 2024

LITTLER MENDELSON, P.C.

By: _____



Tracy Costantino

Attorneys for Defendant STAT TEAM,
INC.

NOTICE OF PAGA SETTLEMENT

Jones v. RHMT, LLC, STAT Team, Inc. Et al.

San Francisco Superior Court, Case No. CGC-21-593344

<<FirstName>> <<LastName>>

<<Address1>> <<Address2>>

<<City>> <<State>> <<Zip>>

You are a member of a Court-approved settlement. You received this notice because a lawsuit filed in the San Francisco County Superior Court entitled *Jones v. RHMT, LLC, STAT Team, Inc. et al.*, Case No. CGC-21-593344 (“Action”) has settled. The plaintiff, Shay-Ryan Jones (“Plaintiff”) brought the Action against RHMT, LLC and STAT Team, Inc. (“Defendants”) pursuant to the Private Attorney General Act, Labor Code § 2698 *et seq.* (“PAGA”) in his representative capacity on behalf of the State of California, and behalf of all current and former employees who worked for Defendants as hourly-paid or non-exempt employees in California or who worked for RHMT, LLC in California (“Aggrieved Employees”) from July 3, 2020, through and the Superior Court’s approval of the PAGA Settlement (“PAGA Period”). Based on the Defendants’ records, you are such an employee and you are entitled to a share of the settlement proceeds.

The Action sought civil penalties on behalf of the State of California and the Aggrieved Employees for alleged California Labor Code violations that occurred during the PAGA Period. The Agreement releases all PAGA claims in the operative Complaint, or that could have been asserted based on the facts alleged in the operative Complaint, during the PAGA Period. The operative Complaint and Plaintiff’s notices to the LWDA allege violations of Labor Code Sections §§ 201, 202, 203, 204, 226, 226.7, 512, 1194, 1194.2, 1197, 1198, 2698, 2699.3, and 2699.5, and Applicable Industrial Welfare Commission Wage Orders, all pursuant to PAGA.

The release provided by the Settlement is limited to claims and remedies available under PAGA and does not release any non-PAGA personal claims. It also does not release claims outside of the PAGA Period. Defendants deny all claims, allegations and liabilities arising out of the Action. Further, Defendants assert that they fully complied with all applicable California Labor Code provisions at all times during the PAGA Period. Nevertheless, to avoid further time and expense defending the Action, Defendants have settled the case, and the Court has approved the settlement and release of claims. By settling the Action, Defendants are not admitting any liability or wrongdoing.

Enclosed with this Notice is a check representing your share of the Settlement. The Settlement sum is \$160,000.00. Deducted from this amount are the following: (1) \$53,328.00 for Plaintiff’s Counsel’s attorneys’ fees, (2) \$10,595.52 for Plaintiff’s Counsel’s reasonable litigation costs, (3) \$2,750.00 for settlement administration fees and costs, and (4) \$7,500 for Plaintiff’s Representative Enhancement Payment. The net settlement amount of \$85,826.48 will be allocated pursuant to Labor Code Section 2699 as follows; 75% to the LWDA (\$64,369.86), and 25% to the Aggrieved Employees (\$21,456.62). You will be issued a Form 1099 for your share of the Settlement, which has been calculated based on the number of biweekly payroll period you worked during the PAGA Period in relation to the total pay periods worked by all Aggrieved Employees during the PAGA Period. Your settlement check will remain valid for 180 days. Your decision to cash the enclosed check will have no bearing on your employment with RHMT, LLC and/or STAT Team, Inc.

Please Note: One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your settlement payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate tax forms pertaining to your payment.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write Simpluris at the number listed below:

[Admin Name]

P.O. Box _____

Telephone: _____

[admin signature block]

