

1 Christopher J. Hamner, Esq. (SBN 197117)
2 **HAMNER LAW OFFICES, APLC**
3 26565 West Agoura Road, Suite 200
4 Calabasas, California 91302
5 Telephone: (888) 416-6654
6 chamner@hamnerlaw.com

7 Attorneys for Plaintiff and the proposed class

8 **SUPERIOR COURT OF CALIFORNIA**

9 **LOS ANGELES COUNTY**

10 MARIA HERNANDEZ, and the proposed
11 class

12 Plaintiff

13 v.

14 RMP SAFETY SERVICES, INC., a
15 California corporation; INSPIRE
16 DIAGNOSTICS, LLC, a Florida corporation;
17 and DOES 1-5

18 Defendants

Case No.: 21STCV33842

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

19 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

20 This Joint Stipulation of Class Action Settlement ("Agreement" or "Settlement
21 Agreement") is entered into by MARIA HERNANDEZ ("Plaintiff"), individually and on
22 behalf of other similarly situated employees, and RMP SAFETY SERVICES, INC. and
23 INSPIRE DIAGNOSTICS, LLC ("Defendants") (collectively the "Parties"), and is subject to
24 the terms and conditions below, and to the Court's approval. The Parties expressly
25 acknowledge this Agreement is entered into solely for the purpose of compromising
26 significantly disputed claims and that nothing in this Settlement Agreement is an admission of
27 liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not
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1 approved, it will have no effect, and the Parties will return to their positions immediately
2 before it was entered.

3 **DEFINITIONS**

4 The following definitions apply to this Settlement Agreement. Additional definitions
5 contained in the Agreement will also be effective:

6 “Action” means the civil action pending in the Superior Court of California, County of
7 Los Angeles, titled Maria Hernandez v. RMP Safety Services, Inc. et al, Case No.
8 21STCV33842.

9 “Class Counsel” means Hamner Law Offices, APLC.

10 “Class Counsel Fees and Costs” means attorneys’ fees, costs, and expenses approved by
11 the Court for Class Counsel’s litigation and resolution of the Action, and all costs incurred and
12 to be incurred by Class Counsel’s counsel in the Action, including, but not limited to, costs to
13 document the Settlement, provide required notices, secure Court approval of the Settlement,
14 administer the Settlement, obtain entry of the Judgment terminating the Action. Any portion of
15 Class Counsel Fees and Costs not awarded will remain in the Net Settlement Amount.

16 “Class List” means a complete list of all Class Members that Defendants will diligently
17 and in good faith compile from their records and provide to the Settlement Administrator
18 within 7 business days after the Court’s entry of an order granting preliminary approval of this
19 Settlement. The Class List will be formatted in Microsoft Office Excel and include: each Class
20 Member’s full name; most recent mailing address and telephone number; email address, if
21 available; Social Security number; Individual Workweeks employed during the Class Period;
22 and any other information needed to calculate settlement payments. Class Members’ personal
23 information shall be kept confidential by the Settlement Administrator and Plaintiff’s attorneys
24 and shall be used only to implement the terms of the Settlement, including providing notice of
25 the Settlement to the Class, and filing IRS and state tax forms for Participating Class
26 Members’ Individual Settlement Award payments.

1 “Class Member(s)” or “Settlement Class” means: All persons who worked for at a Covid-
2 19 testing location for Defendants and were classified by Defendants as an “independent
3 contractor” in 2020 or 2021.

4 “Class Period” means between the beginning of 2020 and the end of 2021.

5 “Class Representative Service Award” means the amount to be paid from the Maximum
6 Settlement Amount to the Plaintiff in exchange for signing a general release and in recognition
7 of her effort in prosecuting the Action on behalf of Class Members. Any portion of the Class
8 Representative Service Award not awarded will remain with the Net Settlement Amount.

9 “Court” means the Superior Court for the State of California, County of Los Angeles, or
10 any other court taking jurisdiction of the Action.

11 “Effective Date” means the date when the Final Approval Order becomes final. For
12 purposes of this Paragraph, the Final Approval Order “becomes final” upon the last to occur of
13 the following: (a) if there are no objections, the date the Court enters an order granting final
14 approval of the Settlement; (b) if there are objections to the Settlement, and if an appeal,
15 review, or writ is not sought from the Final Approval Order, the day after the time period to
16 appeal the Settlement has expired; or, (c) the final resolution of any appeal.

17 “Individual Settlement Payment” means each Participating Class Member’s share of the
18 Net Settlement Amount.

19 “Maximum Settlement Amount” or “MSA” means seven hundred forty-five thousand
20 dollars \$745,000 to be paid by Defendants in full satisfaction of all claims arising from the
21 Action. Defendant will not pay more than the MSA in settlement of the Action, except for the
22 employer’s share of payroll taxes on that amount of the Settlement allocated as wages. The
23 Parties agree that Defendant RMP Safety Services shall contribute a total of \$55,000 to the MSA;
24 and Defendant Inspire Diagnostics shall contribute a total of \$690,000 to the MSA.
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1 “Net Settlement Amount” of “NSA” means the amount available for distribution after
2 deductions from the MSA for the Class Representative Service Award, Class Counsel’s
3 attorneys’ fees and expenses, PAGA Payment, and Settlement Administrator’s fees and
4 expenses. The entire NSA will be distributed to Participating Class Members. The NSA is
5 \$410,167.

6 “Notice of Objection” means a Class Member’s valid and timely written objection to the
7 Settlement Agreement. A valid must include: (i) the objector’s full name, signature, address,
8 and telephone number and (ii) a written statement of all grounds for the objection. Any
9 member of the Settlement Class who does not file a timely written objection to the Settlement
10 or Class Counsel’s motion for attorneys’ fees and costs and provide notice of intent to appear
11 at the Final Approval hearing will have waived the right to make written objections.

12 “Notice Packet” means the Notice of Class Action Settlement, Change of Address form,
13 and pre-printed return envelope.

14 “PAGA Payment” means the payment made to the California Labor and Workforce
15 Development Agency (LWDA).

16 “Participating Class Members” means all Class Members who do not submit a valid
17 Request for Exclusion.

18 “Preliminary Approval” means the Court order granting preliminary approval of the
19 Settlement Agreement.

20 “Released Claims” are defined as any and all claims, debts, liabilities, demands, actions,
21 or causes of action of every nature and description that were alleged in the operative complaint
22 relating to the alleged failure of any of the Released Parties arising out of or relating to work
23 performed during the Class Period, including claims based on California Labor Code sections
24 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2698, 2699, California Code of
25 Regulations, Title 8 Section 11000 et seq., the applicable Industrial Welfare Commission
26 (IWC) Wage Orders, including 7-2001, Business & Professions Code section 17200-17208 or
27 any related damages, penalties, restitution, disgorgement, interest or attorneys’ fees, and, any
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1 and all claims for injunctive relief, restitution, breach of contract or company policy,
2 fraudulent business practices brought pursuant to the California Business & Professions Code
3 and related to the above alleged Labor Code violations asserted in the operative First Amended
4 Complaint; any and all claims under PAGA arising out of the compensation and payroll
5 practices asserted in the operative First Amended Complaint; and any and all claims or causes
6 of action for penalties, interest and/or attorneys' fees and costs related to the above alleged
7 Labor Code violations asserted in the operative First Amended Complaint.

8 "Released Parties" means Defendants and each of their former and present parents,
9 subsidiaries and affiliated companies, and their current, former and future officers, directors,
10 members, managers, employees, consultants, partners, parents, affiliates, subsidiaries,
11 shareholders, attorneys, insurers, representatives, joint venturers, agents, predecessors,
12 successors, assigns, legal representatives, and all persons or entities acting by, through, or in
13 concert with any of them.

14 "Request for Exclusion" means a timely letter submitted by a Class Member requesting
15 exclusion from the Settlement which must: (a) include the Class Member's name, address,
16 telephone number, and last four digits of the Social Security Number; (b) be signed by the
17 Class Member; (c) returned by mail to the Settlement Administrator at the address in the
18 Notice Packet; (d) clearly state the Class Member wishes to be excluded from the Settlement;
19 and, (e) be postmarked on or before the Response Deadline.

20 "Response Deadline," for requesting exclusion from, or objecting to, the Settlement
21 means 60 calendar days from the Settlement Administrator's initial mailing of the Notice
22 Packet, extended to the next day the U.S. Postal Service is open if the 60th day falls on a
23 Sunday or Federal holiday. The Response Deadline will be extended 15 calendar days for any
24 Class Member who is re-mailed a Notice Packet by the Settlement Administrator in
25 accordance with the notice procedure described in this Settlement Agreement, extended to the
26 next day the U.S. Postal Service is open if the 15th day falls on a Sunday or Federal holiday.
27 The Response Deadline may also be extended by agreement between Class Counsel and
28 Defendant.

1 “Settlement Administration Expenses” means costs payable to the Settlement
2 Administrator for administering the Settlement, including, but not limited to, establishing a
3 post office box and toll free telephone number for Class Member communications; printing,
4 posting, distributing, and tracking documents; searches to locate Class Members; calculating
5 and distributing Individual Settlement Payments, Class Representative Service Award
6 Payment, Class Counsel Fees and Costs, and PAGA Payment; tax reporting, including issuing
7 IRS 1099 and W-2 forms; preparing reports and declarations; establishing and administering a
8 qualified settlement fund account; and certifying completion of the Settlement Administration
9 ordered by the Court, and other responsibilities set forth in this Settlement Agreement and
10 requested by the Parties.

11 “Settlement Administrator” means Phoenix Class Action Solutions or other third-party
12 class action settlement administrator agreed to by the Parties and approved by the Court to
13 administer this Settlement. The Parties have no financial or other interest in the Settlement
14 Administrator that could create a conflict of interest.

15 **TERMS OF THE AGREEMENT**

16 Plaintiff, on behalf of herself and the Settlement Class, and Defendants agree as follows:

17 Impact of Court Not Entering Final Approval Order. If the Court does not enter a Final
18 Approval Order, and this Agreement does not become effective, on the date Final Approval is
19 denied, the status of the Action will be deemed to return to its status at the time immediately
20 before filing the Notice of Settlement, as if the Parties had never executed this Settlement
21 Agreement.

22 Funding the Maximum Settlement Amount. Within 10 days of entry of the Order
23 granting Final Approval, Defendants will each deposit their share of the MSA into a Qualified
24 Settlement Account which the Settlement Administrator will have authority to distribute
25 money from in accordance with the terms of this Settlement Agreement.
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1 Class Counsel Fees and Costs. Defendants agree not to oppose any motion by Class
2 Counsel for Class Counsel Fees and Costs of one-third (33 1/3%) of the MSA, or \$248,333,
3 plus reimbursement of litigation costs and expenses, not to exceed \$10,000. In consideration of
4 the awarded attorneys' fees and costs and expenses, Class Counsel waives all claims for
5 attorneys' fees and costs in this Action.

6 Class Representative Service Award and Her Class Payment. In exchange for Plaintiff
7 executing a general release, and in recognition of their effort prosecuting the Action on behalf
8 of Class Members, Defendants agree not to oppose an application for Class Representative
9 Service Awards of \$20,000 to Plaintiff Maria Hernandez. The Class Representative Service
10 Award paid from the MSA will be in addition to Plaintiff's Individual Settlement Payment.
11 Plaintiff will be responsible to pay all applicable taxes on the payment made pursuant to this
12 paragraph and will hold Defendants harmless from all liability for taxes, penalties, or interest
13 arising from the payment. The parties agree that Plaintiff shall be paid a class payment based on
14 20 work weeks worked.

15 Settlement Administration Expenses. The Parties agree the Settlement Administrator
16 shall be Phoenix Class Action Solutions ("Phoenix"). Phoenix will be paid reasonable fees
17 and costs of administration of the Settlement, which are estimated to be \$11,500, and will not
18 exceed that amount without prior approval from the Parties.

19 PAGA Payment. Forty-Five Thousand Dollars (\$45,000) from the Maximum Settlement
20 Amount allocated as PAGA penalties. 75% of this amount (\$33,750) will be paid to the LWDA
21 and 25% (\$11,250) will remain in the Net Settlement Amount. The remaining \$11,250 ("PAGA
22 Employee Payment") shall be distributed pro rata to those Class Members ("PAGA
23 Employees") who worked for Defendants in California at any time during the period of the
24 beginning of 2020 and to the end of 2021 ("PAGA Period"). The pro-rata distribution shall be
25 based on the number of pay periods each PAGA Employee worked during the PAGA Period.

26 Individual Settlement Payment Calculations. The Parties agree this allocation of
27 Individual Settlement Payments is reasonable and provides a fair settlement to the Settlement
28 Class, despite any uncertainties with the exact amounts alleged to be owed. Individual
Settlement Payments will be reduced by required deductions as set forth in this Settlement
Agreement. Participating Class Members will receive an Individual Settlement Payment from

1 the Net Settlement Amount based on the number of weeks worked.

2 No Credit Toward Benefit Plans. No payments made pursuant to this Settlement
3 Agreement will be used to calculate any additional benefits under any benefit plans for which a
4 Class Member may be eligible, including, but not limited to: profit-sharing, bonus, 401(k),
5 stock, vacation, or sick leave. It is the Parties' intention this Settlement Agreement shall not
6 affect any rights, contributions, or amounts any Class Members may be entitled to under any
7 benefit plan.

8 Settlement Administration Process. The Parties agree to cooperate in administering the
9 settlement and make all reasonable efforts to minimize costs and expenses incurred.

10 Delivery of the Class List. Within 10 business days of Preliminary Approval, Defendants
11 will provide the Class List to the Settlement Administrator.

12 Size of Class Size and Total Work Weeks. The Parties agree the settlement amount was
13 based in part on Defendants' representations, and Plaintiff's agreement upon review, that the
14 class size is approximately 800 and the total work weeks are approximately 8,138.87.

15 Notice by First-Class U.S. Mail. Within 10 business days after receiving the Class List,
16 the Settlement Administrator will mail a Notice Packet to all Class Members.

17 Confirmation of Contact Information in the Class Lists. Before mailing, the Settlement
18 Administrator will search the National Change of Address Database to update addresses. Any
19 Notice Packets returned to the Settlement Administrator as non-deliverable on or before the
20 Response Deadline will be sent promptly within one day via regular First-Class U.S. Mail to
21 the forwarding address, and the Settlement Administrator will indicate the date of the re-
22 mailing on the Notice Packet. If no forwarding address is provided, the Settlement
23 Administrator will promptly within one day attempt to find the correct address using a skip-
24 trace, or other search, using the name, address, and Social Security number of the Class
25 Member, and will re-mail one time. Class Members receiving a re-mailed Notice Packet must
26 postmark a Request for Exclusion or file and serve an objection to the Settlement by the later
27 of 15 days of re-mailing or, the Response Deadline.

1 Notice Packets. All Class Members will be mailed a Notice Packet, which will include a
2 Notice of Class Action Settlement, Change of Address form, and pre-printed return envelope.
3 The Notice of Class Action Settlement will provide a (1) summary of the Settlement's
4 principal terms, (2) Settlement Class definition, (3) Individual Workweeks during the Class
5 Period, (4) formula for calculating Individual Settlement Payments and each Class Member's
6 estimated Payment, (5) dates of the Class Period, (6) instructions how to Request Exclusion or
7 object, (7) the deadline for Requests for Exclusion and objections, (8) the claims to be
8 released, and (9) the date, time, and place set for the hearing on the Final Approval Motion

9 Disputed Information in the Notice Packets. Any disputes regarding a Class Member's
10 Individual Workweeks, class membership, or right to payment, will be resolved and decided by
11 the Settlement Administrator based on Defendants' records which, for purposes of this
12 Settlement only, will be presumptively determinative, subject to rebuttal by competent
13 evidence. Each Class Member's Individual Workweeks will be stated on the Class Member's
14 notice form. Any Class Member who disputes any data a notice form must notify the
15 Settlement Administrator of the dispute in writing by the Response Deadline and submit all
16 supporting evidence to the Settlement Administrator at that time. Within seven 7 days after
17 receipt of any letter raising a dispute, but no later than 7 days after the Response Deadline, the
18 Settlement Administrator will make a determination, based on documentary evidence, whether
19 the information provided by the Defendant was correct. The Settlement Administrator may
20 consult with Counsel for the Parties in reaching this determination. The Settlement
21 Administrator will give written notice to the Class Member and counsel for the Parties of its
22 determination of each dispute.

23 Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
24 Settlement Agreement must sign and postmark a written Request for Exclusion to the
25 Settlement Administrator within a 60-day Response Deadline. The date of the postmark on the
26 return envelope will be the exclusive means to determine whether a Request for Exclusion has
27 been timely submitted.
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1 Defective Submissions. If a Class Member's Request for Exclusion does not comply with
2 the requirements in this Settlement Agreement, the Class Member will be given an opportunity
3 to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter
4 within 3 business days of receiving the defective submission to advise the Class Member the
5 submission is defective and the defect must be cured to validate the Request for Exclusion.
6 The Class Member will have until the later of fifteen calendar (15) days from the date of the
7 cure letter or, the Response Deadline, to postmark a revised Request for Exclusion.

8 Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
9 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely, valid
10 Request for Exclusion will be bound by all its terms, including those pertaining to Released
11 Claims, as well as any Judgment entered by the Court if it grants final approval of the
12 Settlement.

13 Objection Procedures. Class members shall have 60 days to object to the settlement. To
14 object to the Settlement Agreement, a Class Member may not submit a Request for Exclusion
15 but must send a Notice of Objection with the Administrator before the Response Deadline. The
16 Notice of Objection must be signed by the Class Member. The date of sending will be deemed
17 the exclusive means for determining the Notice of Objection is timely. Class Members who
18 file notices of objection will have a right to appear at the Final Approval Hearing in order to
19 have their objections heard by the Court. Class Members may also appear at the final approval
20 hearing and discuss their objections with the Court. The Parties and their counsel will not
21 solicit or otherwise encourage Class Members to submit written objections to the Settlement
22 Agreement or appeal from the Final Approval Order and Judgment. Class Counsel will not
23 represent any Class Members objecting to this Settlement. The Court will hear from any Class
24 Member who attends the final approval hearing and asks to speak regarding his or her
25 objection, regardless of whether the Class Member filed an objection.
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1 Certification Reports. The Settlement Administrator will provide Defendants' counsel
2 and Class Counsel a bimonthly report which certifies: (i) the number of Class Members who
3 submitted valid Requests for Exclusion; (ii) the number of any deficient Requests for
4 Exclusion; and, (iii) whether any Class Member has submitted a challenge to information in
5 their Notice Packet. The Settlement Administrator will provide the Parties updated reports as
6 needed or requested.

7 Timing of Distribution of Individual Settlement Payments. If no objection to the
8 Settlement is made, or if the objection is withdrawn before the final approval order is issued,
9 within 7 days of the final approval order, the Settlement Administrator will make the
10 distribution of the MSA. If an appeal is filed, the distribution shall be 60 days from the date
11 the judgment is final and no longer subject to appeal. Based on anticipated Court-approved
12 deductions for attorneys' fees (\$248,333), litigation costs of no more than \$10,000, a service
13 payment (\$20,000), PAGA payment (\$45,000), and Settlement Administration expenses
14 (\$11,500), the remaining sum, the Net Settlement Amount of \$410,167 will be distributed to
15 Participating Class Members based on number of weeks employed during the Class Period.

16 Within 10 days of the Final Approval Order the Settlement Administrator will issue the
17 following payments from the MSA, as approved by the Court:

18	1.	Participating Class Members (NSA):	\$410,167
19	2.	PAGA Payment to the LWDA:	\$45,000
20	3.	Plaintiff's Service Payment:	\$20,000
21	4.	Settlement Administration Payment:	\$11,500
22	5.	Class Counsel's Litigation Costs:	\$10,000
	6.	Class Counsel's Attorneys' Fees:	<u>\$248,333</u>
			\$745,000

23 Uncashed or Undeliverable Settlement Checks. After 30 days of issuance of Individual
24 Settlement Payment checks to Participating Class Members, the Administrator will mail a
25 reminder postcard to all members of the Class who have yet to cash their Settlement Payment
26 checks, and advise all checks will be voided after 180 calendar days if not cashed by that date.
27 Any amounts attributable to settlement checks returned as undeliverable or remaining
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1 uncashed for more than one 120 calendar days after issuance of the distribution of Class
2 Member checks shall be sent to Legal Aid at Work, a non-profit organization providing legal
3 services to the indigent.

4 Certification of Completion. The Settlement Administrator will provide a written
5 declaration under oath to certify completion of Settlement Administration to the Court and
6 counsel.

7 Treatment of Class Member Payments.

8 For tax reporting purposes, the payments to Participating Class Members will be allocated
9 25% as wages, 50% as penalties, and 25% as interest. The wage portion of the individual Class
10 Settlement Payments shall be subject to the withholding of applicable local, state, and federal
11 taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes
12 from the wage portion of the individual Class Settlement Payments. The portion of the Class
13 Settlement Payments allocated to penalties and interest shall be classified as other
14 miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other
15 miscellaneous income will be the responsibility of each Participating Class Member receiving
16 those payments. The employer's share of any payroll taxes will be separately paid by
17 Defendants.

18 Administration of Taxes by the Settlement Administrator. The Settlement Administrator
19 shall be treated as an "administrator" as defined at Treasury Regulation section 1.468B-2(k) for
20 purposes of federal and state income tax reporting for distributions and payments made under
21 this Settlement Agreement. The Settlement Administrator will be responsible for issuing to
22 participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS
23 Forms 1099 for the amounts deemed penalties and interest at the times and in the manner
24 required by the Internal Revenue Code and consistent with this Settlement Agreement. The
25 Settlement Administrator will forward legally required withholdings to the appropriate
26 government agency. If the Internal Revenue Code, related regulations, or other applicable tax
27 law, is changed after the date of this Settlement Agreement, these processes may be modified in
28 to comply with such changes.

1 Timing of Final Approval Motion.

2 The parties agree that final approval of the settlement will not occur until at least 10 months
3 after the execution of this Settlement Agreement.

4 Tax Liability. Defendants and Class Counsel make no representations as to the tax
5 treatment or legal effect of the payments called for, and Class Members are not relying on any
6 statement or representation by Defendants or Class Counsel in this regard. Class Members
7 understand and agree they will be solely responsible for the payment of their portion of any
8 taxes and penalties, if any, assessed on the payments made pursuant to this Settlement
9 Agreement.

10 Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the
11 “acknowledging party” and each party to this agreement other than the acknowledging party,
12 an “other party”) acknowledges and agrees that (1) no provision of this agreement, and no
13 written communication or disclosure between or among the parties or their attorneys and other
14 advisers, is or was intended to be, nor shall any such communication or disclosure constitute or
15 be construed or be relied upon as, tax advice within the meaning of United States Treasury
16 Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has
17 relied exclusively upon his, her or its own, independent legal and tax counsel for advice
18 (including tax advice) in connection with this agreement, (b) has not entered into this
19 agreement based upon the recommendation of any other Party or any attorney or advisor to any
20 other Party, and (c) is not entitled to rely upon any communication or disclosure by any
21 attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the
22 acknowledging party; and (3) no attorney or adviser to any other Party has imposed any
23 limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies
24 (regardless of whether such limitation is legally binding) upon disclosure by the
25 acknowledging party of the tax treatment or tax structure of any transaction, including any
26 transaction contemplated by this agreement.

27 No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
28 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
transfer, or encumber to any person or entity any portion of any liability, claim, demand,

1 action, cause of action or right released and discharged in this Settlement Agreement.

2 Release of Claims by Class Members. At the time Defendants fully fund the settlement,
3 and except as to such rights or claims as may be created by the Settlement, Plaintiff and all
4 Participating Class Members will release, and all claims, debts, liabilities, demands, actions, or
5 causes of action of every nature and description that were alleged in the operative complaint
6 relating to the alleged failure of any of the Released Parties arising out of or relating to work
7 performed during the Class Period, including claims based on California Labor Code sections
8 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 2698, 2699, California Code of
9 Regulations, Title 8 Section 11000 et seq., the applicable Industrial Welfare Commission
10 (IWC) Wage Orders, including 7-2001, Business & Professions Code section 17200-17208 or
11 any related damages, penalties, restitution, disgorgement, interest or attorneys' fees, and, any
12 and all claims for injunctive relief, restitution, breach of contract or company policy,
13 fraudulent business practices brought pursuant to the California Business & Professions Code
14 and related to the above alleged Labor Code violations asserted in the operative First Amended
15 Complaint; any and all claims under PAGA arising out of the compensation and payroll
16 practices asserted in the operative First Amended Complaint; and any and all claims or causes
17 of action for penalties, interest and/or attorneys' fees and costs related to the above alleged
18 Labor Code violations asserted in the operative First Amended Complaint. All Class Members
19 who do not timely submit a valid Request for Exclusion will be deemed to have fully, finally
20 and forever released, settled, compromised, relinquished and discharged all of the Released
21 Parties of and from all Released Claims accruing during the Class Period. On the Effective
22 Date, all Class Members who do not timely submit a valid Request for Exclusion will be
23 forever barred from prosecuting all Released Claims against the Released Parties.

24 Release by Plaintiff. At the time Defendants fully fund the settlement, in addition to the
25 claims being released by all Class Members, the Plaintiff will provide the following general
26 release ("General Release"): Plaintiff Maria Hernandez and her heirs, spouses, executors,
27 administrators, attorneys, agents and assigns, fully and finally releases the Released Parties
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1 from all claims, demands, rights, liabilities and causes of action of every nature and
2 description whatsoever, known or unknown, asserted or that might have been asserted, whether
3 in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of,
4 relating to, or in connection with any act or omission by or on the part of any of the Released
5 Parties committed or omitted before the execution of this Agreement. This General Release
6 includes any unknown claims. To the extent the foregoing releases are releases to which
7 Section 1542 of the California Civil Code, Plaintiff expressly waives all rights and benefits
8 conferred by the provisions of Section 1542 of the California Civil Code or similar provisions
9 of applicable law which are as follows:

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

17 Nullification of Settlement Agreement. In the event: (i) the Court does not finally
18 approve the Settlement as provided in this Agreement; or (ii) the Settlement does not become
19 final for any other reason, then this Settlement Agreement will be null and void, including
20 Defendants' obligation to fund the MSA; provided, however, that reduction by the Court of
21 Class Counsel fees and costs or a reduction by the Court of the Class Representative Service
22 Award shall not render this Settlement null and void (although Class Counsel retains the right to
23 appeal a reduction of Class Counsel's requested attorneys' fees, costs or Class Representative
24 Service Award; provided no payment of additional amounts sought by appeal will be made
25 under the Settlement and there will be no obligation by Defendants to fund any amount sought
26 by appeal during the pendency of any appeal). Any order or judgment entered by the Court in
27 furtherance of this Settlement Agreement will likewise be treated as void from the beginning.
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2 Preliminary Approval Hearing. Plaintiff will obtain a date from the Court to hear a
3 request for Preliminary Approval of the Settlement Agreement, and request an Order: (i)
4 conditionally certifying the Settlement Class for settlement purposes only; (ii) preliminarily
5 approving the proposed Settlement Agreement; (iii) for the Notice Packet to be sent to all
6 Class Members as provided in this Agreement; and, (iv) setting a date for a Final Approval
7 Hearing.

8 Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
9 deadlines to postmark Requests for Exclusion, and file and serve objections to the Settlement
10 Agreement, and with the Court's permission, a Final Approval Hearing will be conducted to
11 consider Final Approval of the Settlement Agreement along with the amounts properly payable
12 for (i) Individual Settlement Payments; (ii) Class Counsel Fees and Costs; (iii) Class
13 Representative Service Award Payment; (iv) PAGA Payment; and, (v) all Settlement
14 Administration Expenses. The Final Approval Hearing will be held no earlier than 45 days
15 after the Response Deadline. Class Counsel will draft all documents necessary to obtain final
16 approval. Class Counsel will draft the attorneys' fees and costs motion to be heard at the Final
17 Approval Hearing.

18 Judgment and Continued Jurisdiction. At the Final Approval Hearing, or after, the Parties
19 will present a proposed Judgment to the Court for approval. After entry of Judgment, the Court
20 will have continuing jurisdiction solely to: (i) interpret and enforce the terms of the Settlement;
21 (ii) rule on Settlement administration matters; and, (iii) rule on other post-Judgment matters as
22 may be appropriate under court rules or this Agreement.

23 Exhibits Incorporated by Reference. The terms of this Agreement include the terms set
24 forth in any attached Exhibits, which are incorporated by this reference as though fully set
25 forth in this Settlement Agreement. Any Exhibits to this Agreement are an integral part of the
26 Settlement.
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2 Confidentiality Agreement. The Parties and their counsel agree they will not issue any
3 press release, social media post, internet or website announcement, or otherwise initiate any
4 contact with the press, respond to any press inquiry or have any communication with the press
5 regarding the Settlement or its terms. Plaintiff will not discuss the Settlement with anyone
6 other than their counsel, tax advisors or spouses, except as required or authorized by law. Class
7 Counsel agrees the settlement of the Action will not be referred to in any court submission in
8 any other case unless required to do so by applicable law, or in a submission to courts or
9 arbitrators to establish adequacy as class counsel or relevant experience in wage and hour
10 lawsuits.

11 Entire Agreement. This Settlement Agreement and attached Exhibits constitute the entire
12 agreement of the Parties. No other prior or contemporaneous written or oral agreements will be
13 binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and
14 California Code of Civil Procedure Section 1856(a), which provide a written agreement be
15 construed based on its terms and not varied or contradicted by extrinsic evidence. The Parties
16 agree no extrinsic oral or written representations will modify or contradict the terms of the
17 Agreement.

18 Amendment or Modification. This Settlement Agreement may be amended or modified
19 only by a written instrument signed by counsel for all Parties or their successors-in-interest,
20 with the approval by the Court.

21 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate this
23 Settlement Agreement and take all action required or permitted pursuant to this Agreement to
24 effectuate its terms, including executing any other documents required to effectuate the terms
25 of this Agreement. The Parties and their counsel will cooperate with each other and use their
26 best efforts to implement the Agreement. The signatories to the Settlement Agreement affirm
27 they have the authority, and are authorized, to enter the Agreement and bind Defendant. If the
28 Parties cannot agree on the form or content of any document needed to implement the

1 Settlement, or on any supplemental provision necessary to effectuate the terms of the
2 Settlement, the Parties may seek the Court's assistance to resolve that disagreement.

3 Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
4 and inure to the benefit of, the successors or assigns of the Parties.

5 Execution and Counterparts. The Agreement may be executed in one or more
6 counterparts. All executed counterparts, including facsimile, scanned, and electronic copies of
7 the signature page, will be deemed one and the same Agreement provided counsel for the
8 Parties exchange among themselves original signed counterparts.

9 Acknowledgement the Settlement is Fair and Reasonable. The Parties believe this
10 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have
11 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
12 litigation, taking into account all relevant factors, present and potential. The Parties further
13 acknowledge they are each represented by competent counsel and had an opportunity to
14 consult with their counsel regarding the fairness and reasonableness of this Agreement.

15 Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
16 invalid, the Court will first attempt to construe the provision as valid to the fullest extent
17 possible consistent with applicable precedents so as to find all provisions of this Settlement
18 Agreement valid and enforceable.

19 Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
20 the dispute that has arisen between them and to avoid the burden, expense and risk of
21 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
22 specifically denies, it violated any federal, state, or local law; violated any regulations or
23 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or
24 legal requirements; breached any contract; violated or breached any duty; engaged in any
25 misrepresentation or deception; or engaged in any other unlawful conduct toward its current or
26 former employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor
27 any of the negotiations connected with it, will be construed as an admission or concession by
28 Defendants of any such violations or failures to comply with any applicable law. Except as

1 necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement
2 Agreement and its terms and provisions will not be offered or received as evidence in any
3 action or proceeding to establish any liability or admission on the part of Defendants or to
4 establish the existence of any condition constituting a violation of, or a non-compliance with,
5 federal, state, local or other applicable law.

6 Captions. The captions and section numbers in this Agreement are inserted for the
7 reader's convenience, and do not define, limit, or describe the scope or intent of this
8 Agreement.

9 Waiver. No waiver of any condition or covenant contained in this Agreement or failure to
10 exercise a right or remedy by any Party will imply or constitute a further waiver by that Party
11 of the same or any other condition, covenant, right or remedy.

12 Enforcement Action. In the event that one or more of the Parties institutes any legal
13 action or other proceeding against any other Party to enforce the provisions of this Settlement
14 Agreement or to declare rights and/or obligations under this Settlement Agreement, the
15 prevailing Party will be entitled to recover from the non-prevailing Party reasonable attorneys'
16 fees and costs, including expert witness fees, incurred in connection with any enforcement
17 Action.

18 Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
19 conditions of this Agreement, and it will not be construed more strictly against one party than
20 another merely because it may have been prepared by counsel for one of the Parties, it being
21 recognized that, because of the arms'-length negotiations between the Parties, all Parties have
22 contributed to the preparation of this Agreement.

23 Representation By Counsel. The Parties acknowledge they have been represented by
24 counsel throughout all negotiations that preceded the execution of this Agreement, and that
25 this Agreement has been executed with the consent and advice of counsel. Plaintiff and Class
26 Counsel warrant and represent there are no liens on the Settlement Agreement.

27 All Terms Subject to Final Court Approval. All amounts and procedures described in this
28 Settlement Agreement will be subject to final Court approval.

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Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

Binding Agreement. The Parties warrant they understand and have full authority to enter this Agreement, and intend it to be fully enforceable and binding on all Parties, pursuant to California Code of Civil Procedure section 664.6, and agree it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions which might otherwise apply under federal or state law.

Plaintiff, on behalf of herself and the Class Members, and Defendants, have executed this Agreement as of the dates set forth below.

IT IS SO AGREED by the Parties:

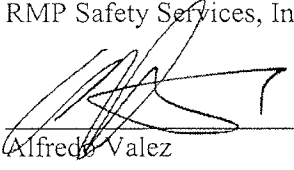
Dated: _____

Plaintiff

Maria Hernandez

Dated: 08/15/2022

RMP Safety Services, Inc.



Alfredo Valez

Dated: _____

Inspire Logistics,

Rick Salas

Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

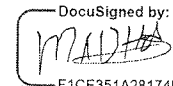
Binding Agreement. The Parties warrant they understand and have full authority to enter this Agreement, and intend it to be fully enforceable and binding on all Parties, pursuant to California Code of Civil Procedure section 664.6, and agree it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions which might otherwise apply under federal or state law.

Plaintiff, on behalf of herself and the Class Members, and Defendants, have executed this Agreement as of the dates set forth below.

IT IS SO AGREED by the Parties:

Dated: 10/9/2022

Plaintiff

DocuSigned by:


E1CE351A28174D2
Maria Hernandez

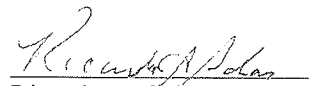
Dated: _____

RMP Safety Services, Inc.

Alfredo Valez

Dated: July 8, 2022

Inspire Diagnostics, LLC



Ricardo A. Salas