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Attorneys for Plaintiff NATASHA R. VALENZUELA,
on behalf of herself and all others similarly situated

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Attorneys for Defendant NETWORK
MEDICAL MANAGEMENT, INC.,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

NATASHA R. VALENZUELA, an
individual, on behalf of herself and others
similarly situated,

Plaintiff,

vs.

NETWORK MEDICAL MANAGEMENT,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 21STCV39548

CLASS ACTION

Assigned for All Purposes To:
Hon. Elihu M. Berle
Dept. 6, Spring Street Courthouse

**STIPULATION AND AGREEMENT TO
SETTLE CLASS ACTION**

Original Complaint Filed: October 26, 2021
First Amended Complaint: January 6, 2022
Trial Date: None set.

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval
2 of the Court pursuant to section 382 of the California Code of Civil Procedure, that the
3 settlement of this Litigation shall be effectuated upon and subject to the following terms and
4 conditions. Capitalized terms used herein shall have the meanings set forth in Article I or
5 elsewhere in this Stipulation and Agreement to Settle Class Action.

6 This Agreement is made by Defendant Network Medical Management, Inc. and Plaintiff
7 and Class Representative Natasha R. Valenzuela.

8 The Parties agree that the Litigation shall be ended, settled, resolved, and concluded by
9 agreement of Defendant to pay the maximum total sum of Four Hundred Eighty Thousand
10 Dollars and Zero Cents (\$480,000.00), as provided in Section III(D)(1) below, upon the terms
11 and conditions of this Agreement and for the consideration set forth herein, including but not
12 limited to a release of claims by the Settlement Class Members who do not timely request
13 exclusion and opt out of this Settlement and Plaintiff as set forth herein.

14 I. DEFINITIONS.

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

- 17 A. **“Agreement,” “Settlement Agreement,” “Settlement,” or “Stipulation and**
18 **Agreement”** means this Stipulation and Agreement to Settle Class Action,
19 including the attached Exhibits.
- 20 B. **“Class Period”** shall mean the period between October 26, 2017 through July 15,
21 2022.
- 22 C. **“Class Representative” or “Plaintiff”** refers to Plaintiff Natasha Valenzuela.
- 23 D. **“Covered Job Position”** means any California exempt or non-exempt position
24 worked by Defendant’s employees during the Class Period.
- 25 E. **“Covid-19 Subclass”** means all current and former California employees of
26 Defendant who had assigned works stations at Defendant’s Place of Work at any
27 time between March 15, 2020, and July 15, 2022 (the **“Covid-19 Subclass**
28

1 **Period)**”, who were not required to work in the office on all workdays during the
2 Covid-19 Subclass Period.

3 F. **“Court”** means the California Superior Court, Los Angeles County, Spring Street
4 Courthouse, 312 North Spring Street, Los Angeles, California 90012.

5 G. **“Defendant”** refers to Network Medical Management, Inc.

6 H. **“Defense Counsel for Network Medical Management”** or **“Counsel for**
7 **Defendant”** is:

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25 I. **“Effective Date”** the later of (1) the date on which all time limitations for filing an
26 appeal from the Court’s Judgment and Final Order Approving Settlement of Class
27 Action have expired without a notice of appeal having been timely filed under
28 California Rules of Court 8.104, 8.108, and 8.60; and (2) the date on which any
29 appeal from the Court’s Judgment and Final Order Approving Settlement of Class
30 Action has been fully and finally resolved.

31 J. **“First Amended Class Action Complaint”** means the operative complaint filed in
32 the Litigation on January 6, 2022.

33 K. **“Individual Payment Amount”** is the amount of money, inclusive of any taxes
34 withheld, that shall be paid to each Settlement Class Member who does not timely

request exclusion and opt out of this Settlement. Individual Payment Amounts will be determined in accordance with Section III(D)(5) herein.

- L. **“Litigation”** means the lawsuit entitled *Natasha R. Valenzuela v. Network Medical Management, Inc.*, Los Angeles Superior Court, Case No. 20STCV39548.
- M. **“No Workstation Subclass”** means all current and former California employees of Defendant who were employed by Defendant at any time during the Class Period and who did not have an assigned workstation at Defendant’s place of business during the Class Period.
- N. **“PAGA Group”** means all current or former employees who worked for Defendant in California at any time between October 26, 2020 and the date of preliminary approval of the settlement (the “PAGA Period”).
- O. **“Parties”** are Defendant, Plaintiff, the PAGA Group and the Settlement Class Members who do not timely request exclusion and opt out of this Settlement.
- P. **“Qualifying Work Week”** refers to any week within the Class Period wherein a Settlement Class Member worked any portion of that week in a Covered Job Position.
- Q. **“Released Claims”** shall refer collectively to the Released Class Claims and Released PAGA Claims.
- R. **“Released Class Claims”** means all claims, actions or causes of action made or which could have been made based upon or arising out of the facts as pled in the First Amended Class Action complaint. “Released Class Claims” as used herein includes all claims and all California Labor Code violations that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the First Amended Complaint and ascertained in the course of the Action including, without limitation, any and all claims involving any alleged failure to reimburse business expenses.”

- 1 S. “**Released Parties**” means Defendant Network Medical Management, Inc. and its
2 respective present and former parents, owners, subsidiaries, and any affiliated or
3 related persons or entities and each of their respective officers, directors,
4 employees, partners, shareholders, attorneys and agents and any other successors,
5 assigns or legal representatives.
- 6 T. “**Service Award**” is the amount that shall be paid to Plaintiff and Class
7 Representative *Natasha R. Valenzuela* pursuant to Section III(D)(4) below.
- 8 U. “**Settlement Administrator**” means ILYM Group, or such other third-party
9 administrator that the Court approves for purposes of administering the notice
10 and/or settlement.
- 11 V. “**Settlement Class**” or “**Settlement Class Members**” means all individuals who
12 worked in a Covered Job Position at any time during the Class Period.
- 13 W. “**Settlement Class Counsel**” is:
- 14 D.LAW, INC.
15 Emil Davtyan (SBN 299363)
16 Emil@d.law
17 Alvin B. Lindsay (SBN 220236)
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- X. “**SubClass**” or “**SubClasses**” – means either the Covid-19 Subclass or the No
 Workstation Subclass, or both Subclasses collectively.
- Y. “**Weekly Recovery**” refers to the amount computed by the Settlement
 Administrator pursuant to Section III(D)(10) to be recovered by Settlement Class
 Members for each Qualifying Work Week, which will be increased if they are a
 member of one or more Subclasses.

1 II. BACKGROUND.

2 1. On October 26, 2021, Plaintiff filed a class action lawsuit in Los Angeles
3 Superior Court on behalf of herself and “others similarly situated” alleging two causes of action
4 against Defendant: (1) Violation of California Labor Code § 2802; and (2) Violation of
5 California Business & Professions Code §§ 17200, *et seq.* (the “Complaint”).

6 2. On January 6, 2022, Plaintiff filed a First Amended Complaint adding a claim for
7 Penalties under the Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.* and
8 alleged violations of numerous Labor Code and Wage order provisions in addition to the
9 violation of Labor Code section 2802.

10 3. On February 10, 2022, Defendant filed an Answer to the Unverified Complaint
11 generally denying all material allegations and asserting various affirmative defenses.

12 4. On May 12, 2022, after engaging in formal and informal discovery, the Parties
13 participated in a mediation with mediator Deborah Saxe, Esq. After extensive negotiations, on
14 June 9, 2022 the Parties reached this Settlement following a mediator’s proposal. The settlement
15 negotiations included discussion and examination of the Parties’ respective positions regarding
16 the legal and factual issues pertaining to the claims asserted by Plaintiff.

17 5. Plaintiff and Settlement Class Counsel concluded, after taking into account the
18 sharply disputed factual and legal issues involved in this Litigation, the risks attendant to further
19 prosecution, the discovery conducted to date, and the substantial benefits received and to be
20 received pursuant to the compromise and settlement of the Litigation, that settlement on the
21 terms hereinafter set forth was in the best interest of Plaintiff and the Settlement Class.

22 6. Settlement Class Counsel believes that the Settlement reached is fair to the
23 Settlement Class and confers substantial benefits on the Settlement Class, offering all Settlement
24 Class Members certain and meaningful recoveries in the near term. Based on their evaluation,
25 Settlement Class Counsel determined that the Settlement set forth in this Agreement is in the best
26 interest of Plaintiff and the Settlement Class.

27 7. Similarly, Defendant and Defense Counsel concluded that there were benefits
28 associated with settling. Based on the disputed factual and legal issues involved in the

1 Litigation, the risks attendant to further defense, the expense and burden of protracted litigation,
2 and Defendant's desire to put the controversy to rest, Defendant and Defense Counsel believe
3 that settlement on the terms hereinafter set forth is also in Defendant's best interest.

4 8. This Settlement contemplates the (a) entry of a final order approving settlement of
5 the class action Litigation; and (b) discharge of all Parties and their respective counsel from
6 liability for any and all of the Released Claims. The terms of this Settlement Agreement and the
7 anticipated Judgment and Final Order (defined in Section III(C)(4)) are binding on the Plaintiff
8 and each Settlement Class Member who has not been excluded from the Settlement Class, and
9 the Parties intend that said terms shall have a res judicata and other preclusive effect to the fullest
10 extent allowed under the law in all pending and future claims, lawsuits, or other proceedings
11 involving the Released Claims, as that term is defined in Section I(Q), that are brought or
12 maintained by or on behalf of Plaintiff and/or any Settlement Class Member. The Judgment and
13 Final Order will also bind Plaintiff, the PAGA Group, and the State of California and have a res
14 judicata and other preclusive effect to the fullest extent allowed under the law in all pending and
15 future claims, lawsuits, or other proceedings involving the claims covered by the PAGA Release,
16 as that term is defined in Section V(B).

17 III. PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF SETTLEMENT.

18 The Parties and their respective counsel shall take all steps that may be requested by the
19 Court relating to the approval and implementation of this Agreement and shall otherwise use
20 their respective best efforts to obtain Court approval and implement this Agreement. The
21 procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

22 A. Preliminary Approval.

23 Settlement Class Counsel will submit this Agreement to the Court for its preliminary
24 approval. The Court's preliminary approval of this Agreement shall be embodied in an agreed
25 upon Order Granting Preliminary Approval of Class Action Settlement and Certification of
26 Settlement Class for settlement purposes only, Appointing Class Counsel for settlement purposes
27 only, and Providing for Notice of Class Action Settlement ("Order re Preliminary Approval of
28 Class Action Settlement"). Settlement Class Counsel will also submit the Settlement Agreement

1 to the Labor Workforce Development Agency (“LWDA”) pursuant to the requirements of Labor
2 Code section 2699(l).

3 B. Notice to Settlement Class Members.

4 The Settlement Administrator shall disseminate the Notice of Class Action Settlement,
5 which the Parties will ask the Court to approve in the form attached hereto as Exhibit A (“Notice
6 of Class Settlement” or “Notice”), by giving notice by first-class United States mail as described
7 in Section III(B)(1).

8 1. Class Notice.

9 Notice shall be provided to Settlement Class Members in the following manner:

10 a. Within twenty (20) days of receipt by Defense Counsel of the Court’s Order re
11 Preliminary Approval of Class Action Settlement, Defendant will provide the Settlement
12 Administrator with a list of all Settlement Class Members (“Class List”). This Class List shall
13 state the social security number and the last known home address and telephone number for each
14 Settlement Class Member. The Class List shall also state the dates worked by each such
15 Settlement Class Member during the Class Period in a Covered Job Position, and, if the
16 Settlement Class member is a member of the Covid-19 Subclass or the No Work Station
17 Subclass, the dates during the Class Period they were part of that Subclass as indicated in
18 Defendant’s records. This information shall be treated as and remain confidential, shall be used
19 solely to manage the notice and claims process described herein, and shall not be disclosed to
20 anyone other than the Settlement Administrator and applicable taxing authorities, or pursuant to
21 express written authorization of Defendant, the individual in question, or by order of the Court.

22 b. Within ten (10) days of receipt of the Class List from Defendant, the Settlement
23 Administrator shall mail the Notice of Class Settlement by first-class United States mail, postage
24 prepaid, to the last known address of each Settlement Class Member, or, in the case of
25 Settlement Class Members known to be deceased, to the legal representative of the estate. The
26 Notice will include the estimated Individual Payment Amount for the Settlement Class Member
27 to whom it is addressed. Prior to the initial mailing of the Notice of Class Action Settlement, the
28 Settlement Administrator shall perform a NCOA (“National Change of Address”) update for

1 each Settlement Class Member.

2 c. Along with the Class Notice, the Settlement Administrator shall mail with the
3 Notice of Class Settlement a Statement of Weeks Worked in the form attached hereto as Exhibit
4 B. The Statement of Weeks Worked will state the dates that the Settlement Class Member
5 worked during the Class Period in a Covered Position, the dates the Settlement Class Member
6 was in either the Covid-19 Subclass or the No work Station Subclass, if applicable, as well as
7 the Settlement Class Member's estimated Individual Payment Amount based on the formula set
8 forth in Section III(D)(10) below. The Notice will also advise the Settlement Class Member that
9 by endorsing the check they receive as settlement payment, they will be attesting that the amount
10 paid does not exceed the unreimbursed expenses they have incurred during the Class Period.

11 d. With respect to those Settlement Class Members whose Notice of Class
12 Settlement is returned to the Settlement Administrator as undeliverable, the Settlement
13 Administrator shall promptly attempt to obtain a valid mailing address by use of Equifax or
14 another skip trace method. If another address is identified, the Settlement Administrator shall
15 immediately thereafter send the Notice of Class Settlement by mail to the new address.

16 e. The Settlement Administrator shall also establish a toll-free number which
17 Settlement Class members can call and a website on which Court Orders regarding the
18 Settlement are posted. All costs, including but not limited to those associated with the Notice of
19 Class Settlement, whether foreseen or not, shall be paid from the Settlement Sum in accordance
20 with Section III(D)(2) below.

21 2. Declaration of Compliance.

22 No later than twenty-one (21) court days before the Final Fairness and Approval Hearing,
23 the Settlement Administrator shall provide Defense Counsel and Settlement Class Counsel with a
24 declaration attesting to completion of the notice process ("Declaration of Compliance"),
25 including the steps set forth in Section III(B)(1)(a)-(e), which shall be filed with the Court by
26 Settlement Class Counsel with the final approval motion.

27 Compliance with the procedures described in this section shall constitute due and
28 sufficient notice to Settlement Class Members of this proposed Settlement and the Final Fairness

1 and Approval Hearing. With the exception of the objection process set forth in Section III(C)(2),
2 this proposed Settlement shall not be subject to objection or collateral attack by any person or
3 entity and shall satisfy the requirement of due process. Nothing else shall be required of, or done
4 by, the Parties, Settlement Class Counsel, Defense Counsel, or the Settlement Administrator to
5 provide notice of the proposed Settlement and the Final Fairness and Approval Hearing unless
6 ordered by the Court.

7 C. Responses to Notice.

8 1. Requests for Exclusion from Class.

9 Any Settlement Class Member who receives a Notice of Class Settlement may request to
10 be excluded from the Settlement Class by submitting a written Request for Exclusion (“Request
11 for Exclusion”). The Request for Exclusion must contain the Settlement Class Member’s name,
12 address, and last four digits of the Settlement Class Member’s social security number, and it
13 must affirmatively state that the Settlement Class Member does not want to participate in the
14 Class Settlement. The Request for Exclusion must also be signed by the Settlement Class
15 Member. These procedures are set forth in the Notice of Class Settlement attached hereto as
16 Exhibit A and will be timely only if postmarked no later than forty-five (45) days after the date
17 of mailing of the Notice of Class Settlement by the Settlement Administrator, or if otherwise
18 agreed by the Parties, through Settlement Class Counsel and Defense Counsel, in writing. No
19 PAGA Group member may request exclusion from the PAGA Group, however, and all PAGA
20 Group members will remain subject to the PAGA Release set forth in Section V(B) whether or
21 not they timely and properly request exclusion from the Settlement Class.

22 2. Objections to Settlement.

23 Any Settlement Class Member wishing to object to the approval of this Settlement
24 (“Objecting Settlement Class Member”) shall inform the Settlement Administrator in writing of
25 any intent to object by following the procedure set forth in the Notice of Class Settlement, with a
26 written objection postmarked no later than forty-five (45) days after the date of mailing of the
27 Notice of Class Settlement by the Settlement Administrator. Any such written objections must
28 contain the Settlement Class Member’s name, address, and last four digits of the Settlement

Class Member's social security number and must state the legal and factual bases for objection. The objection must also be signed by the Settlement Class Member. These procedures are set forth in the Notice of Class Settlement attached hereto as Exhibit A. Nevertheless, even if a Settlement Class Member does not submit a written objection, the Settlement Class Member may still appear at the Final Approval Hearing to orally present any objections to the Court.

3. Responses to Objections.

Counsel for the Parties shall file any response to any written objections submitted by Objecting Settlement Class Members at least five (5) court days before the date of the Final Fairness and Approval Hearing.

4. Final Fairness and Approval Hearing.

On the date set forth in the Order re Preliminary Approval of Class Action Settlement, which shall be approximately seventy-five (75) days after the mailing of the Notice of Class Settlement, a Final Fairness and Approval Hearing shall be held before the Court in order (1) to review this Agreement and determine whether the Court should give it final approval; and (2) to consider any timely objections made pursuant to Section III(C)(2) above and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to give final approval to this Agreement. If the Parties' request for final approval is granted, a Judgment and Final Order Approving Settlement of Class Action in an agreed upon form ("Judgment and Final Order") shall be entered in the Litigation. Within two (2) days of receipt of the Judgment and Final Order by Settlement Class Counsel, Settlement Class Counsel shall furnish a copy of the Judgment and Final Order to the Settlement Administrator. The Settlement Administrator will give notice to the Settlement Class of the Judgment and Final Order by posting the document on its website. Settlement Class Counsel will submit the Judgment and Final Order to the LWDA pursuant to the requirements of Labor Code section 2699(l).

D. Settlement Payment Procedures.

1. Settlement Sum.

The maximum Settlement Sum for the class and the PAGA claim shall be limited to a

1 total of Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00) (the “Settlement
2 Sum”). The Settlement Sum shall be all-in with no reversion to Defendant. All amounts to be
3 paid by Defendant from the Settlement Sum shall be paid to a qualified settlement fund
4 (“Qualified Settlement Fund”), which shall be administered by the Settlement Administrator. All
5 amounts to be paid to anyone pursuant to this Agreement (“Settlement Amounts”) shall be paid
6 out of the Qualified Settlement Fund. Such Settlement Amounts shall include all amounts to be
7 paid to Plaintiff and Settlement Class Members who do not timely request exclusion and opt out
8 of this Settlement; all amounts to be paid to Settlement Class Counsel as Settlement Class
9 Counsel’s Attorneys’ Fees, as set forth in Section III(D)(3) below; all amounts to be paid to
10 Settlement Class Counsel as Settlement Class Counsel’s Litigation Costs, as set forth in Section
11 III(D)(3) below; all amounts to be paid as a Service Award to Plaintiff as set forth in Section
12 III(D)(4); all amounts to be paid as Settlement Administration Costs, as defined in Section
13 III(D)(2) below, the payments to the LWDA and PAGA Group members for their respective
14 portions of the amount paid to settle the PAGA claim, as set forth in Section III(D)(6) below;
15 and any other Settlement Amounts to be paid under this Agreement. All such Settlement
16 Amounts to be paid under this Agreement shall be paid from the Qualified Settlement Fund and
17 Defendant shall have no obligations under this Agreement beyond its obligation to make
18 payments to the Qualified Settlement Fund. The employer’s share of payroll taxes shall not be
19 paid from the Settlement Sum and shall remain the sole obligation of Defendant.

20 Consistent with the terms of this Agreement, for purposes of determining the Class
21 Member Settlement Fund, the Settlement Administrator shall first deduct the Settlement
22 Administration Costs described in Section III(D)(2); deduct the amount of Attorneys’ Fees and
23 Litigation Costs approved by the Court, described in Section III(D)(3); deduct the Service Award
24 to Plaintiff described in Section III(D)(4); and pay the LWDA and PAGA Group members for
25 their respective portions of the amount paid to settle PAGA claim, described in Section III(D)(6).
26 Thereafter, from the remaining funds (the “Class Member Settlement Fund”) , the Settlement
27 Administrator shall pay the Individual Payment Amounts to Settlement Class Members who do
28 not timely request exclusion and opt out of this Settlement as described in Section III(D)(5)

below. Defendant shall wire the Settlement Sum to the Settlement Administrator for deposit into and the Qualified Settlement Fund, which shall be an interest-bearing account, no later than fifteen (15) business days after the Effective Date. However, if there is no objector or intervenor to the settlement, Defendant shall wire their respective contributions to the Gross Settlement Amount to the Settlement Administrator for deposit into and the Qualified Settlement Fund, which shall be an interest-bearing account, no later than fourteen (14) calendar days after the Court signs an Order granting final approval of this Settlement (“Final Approval”) and the Final Approval order is served on Defendant.

2. Settlement Administration Costs.

Except as provided herein, all costs of administering the Settlement, including but not limited to all tax obligations, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, translating, issuing and mailing any and all notices or reminders to Settlement Class Members, including a NCOA update of addresses and a skip trace of any undeliverable notice packets; all costs and fees associated with computing, processing, reviewing, issuing and paying the Service Award, the payment to the LWDA, Individual Payment Amounts, interest, taxes, and any other payments to be made out of or into the Qualified Settlement Fund; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reminders, reports, or filings to be prepared in the course of administering disbursements from the Settlement Sum; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement (“Settlement Administration Costs”), shall not exceed \$12,500.00 and shall also be paid from the Settlement Sum.

3. Attorneys’ Fees and Costs.

Subject to Court approval, Settlement Class Counsel will be paid up to thirty-five percent (35%) of the Settlement Sum, which equals One Hundred Sixty-Eight Thousand Dollars and Zero Cents (\$168,000.00) for their reasonable attorneys’ fees (“Attorneys’ Fees”). Subject to Court approval, Settlement Class Counsel will also be reimbursed its reasonable and actual costs

1 in prosecuting this Litigation from the Settlement Sum (“Litigation Costs”) in an amount up to
2 \$15,000.00. The Attorneys’ Fees and Litigation Costs shall be paid out of the Settlement Sum.
3 Settlement Class Counsel shall serve Defendant with copies of the motion and declarations
4 submitted in support of their fee request at least five (5) business days before such documents are
5 filed with the Court. Defendant agrees not to oppose Settlement Class Counsel’s proposed fee
6 request provided it comports with the terms of this Settlement Agreement. Any amount not
7 approved by the Court will be split pro rata between the Settlement Class Members, in
8 accordance with the formula set forth in Section III(D)(10). The Settlement Administrator shall
9 pay Settlement Class Counsel’s court approved Attorneys’ Fees and Litigation Costs no later
10 than ten (10) business days after Defendant has wired the Settlement Sum to the Settlement
11 Administrator in accordance with Section III(D)(1).

12 4. Service Award Payable to Plaintiff.

13 Subject to Court approval, Plaintiff and Class Representative Natasha Valenzuela shall
14 receive a Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00). Plaintiff
15 will release the Released Parties from any and all claims she has or may have against them, or
16 any of them, including a waiver of any and all provisions of California Civil Code section 1542.
17 The Service Award shall be paid out of the Settlement Sum. The Settlement Administrator shall
18 pay the court approved Service Award no later than ten (10) business days after Defendant has
19 wired the Settlement Sum to the Settlement Administrator in accordance with Section III(D)(1).
20 The Settlement Administrator will report the Service Award on a Form 1099, which it will
21 provide to Plaintiff and to the pertinent taxing authorities as required by law. As part of the
22 motion for final approval of the settlement, set forth in Section III(C)(4), Plaintiff and Class
23 Representative Natasha Valenzuela will provide a declaration stating that the payment she is
24 receiving as a Settlement Class Member does not exceed the unreimbursed expenses she
25 incurred in her employment with Defendant during the Class Period and that her expenses would
26 be typical of expenses incurred by other Settlement Class members during the Class Period,
27 depending on their Subclass membership.
28

1 5. Individual Payment Amounts Payable to Settlement Class Members.

2 In accordance with the procedures set forth in Sections III(D)(10)-(12), the Settlement
3 Administrator shall pay each Settlement Class Member who does not timely request exclusion
4 and opt out of this Settlement, the Settlement Class Member's Individual Payment Amount.

5 Each Settlement Class Member's Individual Payment Amount shall constitute
6 reimbursement, interest or penalties and as a result will be reported on a Form 1099 provided
7 to each Settlement Class Member, with the required copies of the Form 1099 provided to the
8 pertinent taxing authorities. By endorsing the settlement check, Settlement Class Members will
9 be deemed to attest that their payment does not exceed the business related expenses they
10 incurred as an employee of Defendant during the Class Period.

11 The Parties agree that as a result of the designation of this payment as reimbursement,
12 interest and penalties, there shall be no taxes owed by Defendant and by the Qualified Settlement
13 Fund (including any employer FICA or FUTA taxes).

14 The Parties are mindful that the total consideration payable hereunder is allocated to a
15 number of separate and distinct claims for damages and penalties by Plaintiff and the Settlement
16 Class Members. Accordingly, having considered the matter in detail, having performed their
17 own separate and independent computations and estimations of the damages and penalties
18 potentially awardable at trial or arbitration, the Parties mutually consent and agree that the
19 Settlement Class Members' Individual Payment Amounts be treated as reimbursement of
20 incurred business expenses, interest and penalties as set forth above. Moreover, the Parties
21 mutually consent and agree, and hereby represent to the Court in this judicially supervised
22 settlement transaction, that the treatment of the Settlement Class Members' Individual Payment
23 Amounts as stated above is a reasonable and arm's length determination of the character of the
24 Individual Payment Amounts for all purposes, including for tax purposes. Defendant's and
25 Plaintiff's counsel make no representations as to the tax treatment or legal effect of the payments
26 called for hereunder, and Class Members are not relying on any statement or representation by
27 Defendant's or Plaintiff's counsel in this regard. Class Members will be reminded in the Notice
28 and Notice of Work Weeks that they will be solely responsible for the payment of their portion

of any taxes and penalties assessed on their Individual Payment Amounts today and in the future.

6. Payment of PAGA Penalties to the LWDA and Settlement Class Members.

The Parties agree to allocate Twenty-five Thousand Dollars and Zero Cents (\$25,000.00) to the settlement of PAGA penalties sought in the Complaint, which the Parties believe in good faith is a fair and reasonable apportionment. The Settlement Administrator shall pay seventy-five percent (75%), or \$18,750.00, of this amount to the LWDA and twenty-five percent (25%), or \$6,250.00, of this amount to the PAGA Group, with each PAGA Group member's share determined by multiplying \$6,250 by a fraction, the numerator of which is the number of weeks worked in a Covered Position by that PAGA Group member during the PAGA Period, and the denominator of which is the total number of weeks worked in Covered Positions by all PAGA Group members during the PAGA period. Payment shall be made to the LWDA no later than ten (10) business days after Defendant has wired the Settlement Sum to the Settlement Administrator in accordance with Section III(D)(1). Payment to the PAGA Group shall be made at the same time as Individual Payment Amounts are paid to Settlement Class members in accordance with Section III(D)(12) below. All PAGA Group members will receive their proportional share of the Settlement amount allocated to PAGA penalties whether or not they timely and properly request exclusion from the Settlement Class as provided by Section III(C)(1). The PAGA penalty payments will be reported on a Form 1099 provided to each PAGA Group Member, with the required copies of the Form 1099s provided to the pertinent taxing authorities.

7. No Spillover of Residuals.

Any checks issued by the Settlement Administrator to Class Members will be negotiable for one hundred eighty (180) calendar days. After one hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those Settlement Class members who did not cash their checks until such time that they claim

1 their property. The Parties agree that this disposition results in no “unpaid residue” under
2 California Civil Procedure Code § 384, as the entire Settlement Payment will be paid out to
3 Settlement Class members, whether or not they all cash their Settlement Checks. Therefore,
4 Defendant will not be required to pay any interest on said amount.

5 8. No Additional Contribution by Defendant.

6 Defendant’s monetary obligations under this Agreement are limited to the amount
7 defined in the Settlement Sum. Defendant may not be called upon or required to contribute
8 additional monies above the Settlement Sum under any circumstances whatsoever, except that
9 Defendant’s share of payroll taxes as this amount shall not be paid from the Settlement Sum and
10 shall remain the sole responsibility of Defendant. All costs and expenses arising out of or in
11 connection with the performance of this Agreement shall be paid from the Settlement Sum paid
12 by Defendant into the Qualified Settlement Fund, unless expressly provided otherwise herein.
13 Payment and/or receipt of any Weekly Recovery, Individual Payment Amount, or PAGA penalty
14 allocation shall not trigger any other obligation, right, or entitlement.

15 In the event that this Agreement is canceled, rescinded, terminated, voided, or nullified,
16 however that may occur, or the Settlement of the Litigation is barred by operation of law, or
17 invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant will
18 cease to have any obligation to pay any portion of the Settlement Sum to the Qualified
19 Settlement Fund, or any other party under the terms of this Agreement, and all previous
20 disbursements made from Defendant to the Qualified Settlement Fund will immediately revert
21 back to Defendant, less any Settlement Administration Costs incurred.

22 9. The Settlement Administrator.

23 The Parties have chosen ILYM Group to administer this Settlement and to act as the
24 Settlement Administrator. The Settlement Administrator will administer disbursements from the
25 Settlement Sum paid by Defendant into the Qualified Settlement Fund, including, but not limited
26 to, distributing the Notice of Class Settlement; calculating claims against the Qualified
27 Settlement Fund; calculating interest owed providing a calculation of employer-side payroll
28 taxes; preparing and issuing all disbursements of the Settlement Amounts required to be paid to

1 the Settlement Class Members who do not timely request exclusion and opt out of this
2 Settlement, the PAGA Group, Plaintiff, Settlement Class Counsel, the LWDA, and the local state
3 and federal payroll tax authorities; tracking whether Settlement Class Members have cashed
4 issued checks; and handling inquiries about the calculation of the Individual Payment Amounts.
5 The Settlement Administrator shall be responsible for the timely filing of all federal, state and
6 local tax returns of the Qualified Settlement Fund and making the timely payment of any and all
7 taxes and withholdings required with such returns. The Settlement Administrator shall provide
8 an address and toll-free telephone number to respond to Settlement Class Members' inquiries
9 about the Notice of Class Settlement and determination of the Individual Payment Amounts. All
10 questions by Settlement Class Members shall be directed to the Settlement Administrator.

11 All Settlement Administration Costs associated with administering disbursements from
12 the Qualified Settlement Fund, including, but not limited to, the fees and costs of the Settlement
13 Administrator and the cost of the Notice of Class Settlement, shall be paid entirely from the
14 Settlement Sum paid by Defendant into the Qualified Settlement Fund, and Defendant's
15 monetary obligations under this Agreement is limited to the Settlement Sum. The Settlement
16 Administrator shall conduct all administration of all disbursements of the Settlement Sum.

17 10. Calculation of Individual Payment Amounts.

18 Each Settlement Class Member's Individual Payment Amount shall be based on the
19 number of Qualifying Work Weeks worked in a particular Subclass, as applicable and the
20 weighted Weekly Recovery, as described below.

21 Based on the Parties' and counsel's evaluation of the relative strength of the claims of
22 each Subclass, the Parties agree that for the purpose of calculating Weekly Recovery for each
23 Settlement Class Member, the Qualifying Work Weeks will be weighted as follows: the relative
24 weight for a Qualifying Work Week for each Settlement Class Member equals 1; the relative
25 weight for a Qualifying Work Week in which a Settlement Member is a member of the Covid-19
26 Subclass equals 2; and the relative weight for a Qualifying Work Week in which a Settlement
27 Class member is a member of the No Workstation Subclass equals 3. To determine the Weekly
28 Recovery value for Qualifying Work Weeks, the Settlement Administrator will (1) take the total

number of Qualifying Work Weeks worked by members of the Covid-19 Subclass and multiply that number by the relative weight of 2; (2) take the total number of Qualifying Work Weeks worked by members of the No WorkStation Subclass and multiply that number by the relative weight of 3; and (3) take the total number of Qualifying Work Weeks worked by a Settlement Class Member that is not covered by either Sub-Class. Once the Settlement Administrator has the total number of weighted Qualifying Work Weeks achieved by adding the results of steps (1), (2) and (3) , the Settlement Administrator will divide the Class Member Settlement Fund by that number of weighted Qualifying Work Weeks. The dollar amount achieved by step (3) is the Weekly Recovery value for each Qualifying Work Week. The Settlement Administrator shall compute the Weekly Recovery for each Settlement Class Member for the work weeks they are not part of any Subclass by multiplying the Weekly Recovery by the total Qualifying Work Weeks worked as Settlement Class Member. Certain Settlement Class Members will receive Individual Payment Amounts as members of both the Covid-19 Subclass and the No Work Station Subclass; some Settlement Class Members will not be members of either Subclass. The sum of all the Settlement Class Members' Individual Payment Amounts shall equal the amount of the Class Member Settlement Fund.

11. Resolution of Disputes.

Any Settlement Class Member who disputes the information shown on his or her Statement of Weeks Worked may indicate and explain such disagreement on the Statement of Weeks Worked form, to be returned to the Settlement Administrator postmarked within forty-five (45) days of the mailing of the Statement of Weeks Worked form. Any such Settlement Class Member should submit any documentation in his or her possession relating to his or her dispute along with his or her completed Statement of Weeks Worked form. The Settlement Administrator shall notify Defense Counsel and Settlement Class Counsel of any such dispute no later than three (3) business days after receiving notice of the dispute. The Settlement Administrator shall attempt to resolve the disagreement and may request any information or assistance from Defense Counsel and/or Settlement Class Counsel that the Settlement Administrator, in its sole discretion, believes may assist it in resolving the disagreement. The

1 Settlement Administrator shall have final and binding authority to resolve any disputes based on
2 the records of Defendant. The Parties and their counsel shall use their best efforts to ensure that
3 any and all such disputes are resolved.

4 12. Payment of Individual Payment Amounts.

5 The Settlement Administrator shall calculate the final Individual Payment Amount to be
6 paid to each Settlement Class Member and the proportional share of the Settlement amount
7 allocated to PAGA penalties for each PAGA Group member. The Settlement Administrator
8 shall prepare a Final Statement of Individual Payment Amount (“Final Statement”) for each
9 Settlement Class Member. For Settlement Class Members who are also members of the PAGA
10 Group, the Final Statement shall also set forth that Settlement Class Member’s proportional share
11 of the Settlement amount allocated to PAGA penalties. Members of the PAGA Group who
12 timely and properly requested exclusion from the Settlement Class will receive a similar
13 statement (“PAGA Statement”) that reflects only their proportional share of the Settlement
14 amount allocated to PAGA penalties. Within ten (10) business days after Defendant has wired
15 the Settlement Sum to the Settlement Administrator in accordance with Section III(D)(1), the
16 Settlement Administrator shall issue and mail the settlement checks, in each case along with the
17 Final Statement or PAGA Statement, as applicable. The mailing shall be by first-class United
18 States mail to the last known mailing address of each Settlement Class Member or PAGA Group
19 member (as updated, if applicable, during the Notice mailing process as set forth in Section
20 III(B)(1)(d)).

21 13. Extension of Time to Pay and/or Process Claims.

22 Should the Settlement Administrator need more time than is provided under this
23 Agreement to complete any of its obligations as set forth in this Agreement, the Settlement
24 Administrator may request such additional time in writing (including an explanation of the need
25 for additional time) from the Court.

26 14. Public Statements.

27 Plaintiff and Settlement Class Counsel shall not hold any press conferences, issue any
28 press releases, seek any publicity or publish any announcements on any website with respect to

1 this matter at any time. Until the Parties submit a request for preliminary approval from the
2 Court, Plaintiff and Settlement Class Counsel will keep the terms of this Agreement confidential.
3 Prior to final approval of this Settlement, Plaintiff and Settlement Class Counsel will not discuss
4 this Litigation or Settlement or otherwise disclose the terms of this Agreement with third parties
5 other than Settlement Class Members, except (1) as necessary to effectuate this Agreement and
6 (2) to the Parties' tax advisors. After final approval of this Settlement, Plaintiff, Defendant, and
7 their respective Counsel shall not issue any public statements with respect to the Litigation or
8 Settlement, except as required by law. Upon such final approval, Plaintiff, Defendant and their
9 respective Counsel may issue, if at all, only a mutually agreeable joint press release, although
10 neither Party is required to agree to any press release of any kind. Unless otherwise agreed by
11 Plaintiff, Defendant, and their respective Counsel, any oral or written disclosure of information
12 related to the Settlement shall be restricted to the material discussed in this Stipulation and
13 Agreement. Plaintiff, Defendant, and their respective Counsel agree and acknowledge that the
14 phrase "material discussed in this Stipulation and Agreement" shall be narrowly construed.
15 Notwithstanding the specific limitations on public disclosure identified herein, neither Defendant
16 nor Settlement Class Counsel shall be precluded from disclosing the Parties to the lawsuit, and
17 the fact that the matter settled, to a Court or other tribunal. Furthermore, nothing herein limits
18 Plaintiff or any Settlement Class Member's ability to communicate with any government agency
19 or otherwise participate in any investigation or proceeding that may be conducted by any
20 government agency. This provision shall not prohibit Settlement Class Counsel from
21 communicating with Settlement Class Members after preliminary approval is granted for the sole
22 purpose of administering the Settlement. This provision also does not limit Settlement Class
23 Counsel from complying with ethical obligations or from posting court-filed documents on their
24 website for viewing by Settlement Class Members.

25 IV. LIMITATIONS ON USE OF THIS SETTLEMENT.

26 A. No Admission.

27 Neither the acceptance nor the performance by Defendant of the terms of this Agreement
28 nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or

1 deemed to be an admission by Defendant of the truth of any of the allegations in the Complaint,
2 the representative character of the Litigation, the validity of any of the claims that were or could
3 have been asserted by Plaintiff and/or Settlement Class Members in the Litigation, or of any
4 liability or guilt of Defendant in the Litigation.

5 B. Non-Evidentiary Use.

6 Neither this Agreement nor any of its terms shall be offered or used as evidence by any of
7 the Parties, Settlement Class Members, or their respective counsel in the Litigation or in any
8 other action or proceeding either as evidence or in discovery; provided, however, that nothing
9 contained in this Section IV(B) shall prevent this Agreement from being used, offered, or
10 received in evidence in any proceeding to enforce, construe, or finalize this Agreement or to
11 establish its preclusive effect as to a claim asserted by Plaintiff, any Settlement Class Member,
12 any PAGA Group member, or the State of California.

13 C. No Collateral Attack.

14 This Agreement shall not be subject to collateral attack by any Settlement Class Member,
15 or any recipient of the Notice of Class Settlement after the Judgment and Final Order described
16 in Section III(C)(4) is entered. Such prohibited collateral attacks shall include but not be limited
17 to claims that the pro rata method of allocation for payment to the Settlement Class Member was
18 erroneous or that the Settlement Class Member failed for any reason to receive timely notice of
19 the Settlement or the procedure for disputing the calculation of the Individual Payment Amount.

20 D. Nullification.

21 1. If (a) the Court should for any reason fail to certify a class for settlement;
22 or (b) the Court should for any reason fail to approve the material terms of this Settlement in a
23 form agreed to by the Parties; or (c) the Court should for any reason fail to enter the Judgment
24 and Final Order; or (d) the Judgment and Final Order is reversed, modified, or declared or
25 rendered void, then (i) this Agreement shall be considered null and void, (ii) neither this
26 Agreement nor any of the related negotiations or proceedings shall be of any force or effect,
27 (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the
28 Agreement had been neither entered into nor filed with the Court, and (iv) Settlement Class

1 Counsel shall make repayment of any disbursements it received from the Settlement Sum.

2 2. If ten percent (10%) or more of the Settlement Class Members request
3 exclusion and opt out of this Settlement, then Defendant in its sole discretion may nullify and
4 void this Agreement in its entirety. Defendant shall have fourteen (14) calendar days after
5 expiration of the opt-out period, or ten (10) calendar days after notice from the Settlement
6 Administrator, whichever is later, to inform the Parties of its decision to nullify and void this
7 Agreement if ten percent (10%) or more of the Settlement Class has requested exclusion.
8 Defendant shall pay all costs incurred by the Settlement Administrator should it exercise its
9 rights under this Section IV(D)(2).

10 3. Invalidation of any material term of this Agreement shall invalidate this
11 Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining
12 provisions shall remain in full force and effect. The material terms are all terms set forth in
13 Sections III(D), IV(D) and V herein.

14 4. In the event that for any reason final distribution of the Settlement Sum
15 does not occur (for example, because this Agreement and/or the Judgment and Final Order is
16 modified or reversed on appeal), the entire Settlement Sum shall remain the sole property of
17 Defendant (minus any administrative expense and fees incurred by the Settlement
18 Administrator).

19 5. In the event of a timely appeal from the Judgment and Final Order, the
20 Judgment and Final Order shall be stayed, and the Settlement Sum shall not be distributed to
21 Settlement Class Members pending the completion of the appeal.

22 V. RELEASE.

23 A. Release by Settlement Class Members.

24 Except for Settlement Class Members who submit a timely Request for Exclusion from
25 the Class and opt out of this Settlement in accordance with Section III(C)(1), upon entry of the
26 Judgment and Final Order in the Litigation and payment to the Settlement Administrator of the
27 Gross Settlement Amount by Defendant. Plaintiff and each and every Settlement Class Member
28 shall be bound by this Agreement and shall have recourse to the benefits, rights, and remedies

1 exclusively as provided hereunder. Plaintiff and each and every Settlement Class Member shall
2 be deemed to have, and by operation of the Judgment and Final Order shall have fully, finally,
3 and forever released, relinquished, and discharged each and all of the Released Parties in
4 accordance with the definition of the Released Class Claims in Section I(R) of this agreement.

5 The Settlement Class and each and every Settlement Class Member who does not submit
6 a timely Request for Exclusion from the Class and opt out of this Settlement in accordance with
7 Section III(C)(1) shall be deemed to have acknowledged that this Agreement is intended to
8 include in its effect all Released Class Claims.

9 Plaintiff, the Settlement Class, and each and every Settlement Class Member who does
10 not submit a timely Request for Exclusion from the Class and opt out of this Settlement in
11 accordance with Section III(C)(1) shall be deemed to have acknowledged and agreed that: (1) (i)
12 their claims based on California Labor Code violations that were expressly alleged, or
13 reasonably could have been alleged, based on the facts stated in the First Amended Complaint
14 and ascertained in the course of the Action including, but not limited to, any and all claims
15 involving any alleged failure to reimburse business expenses and any related claims are disputed;
16 and (2) the payments set forth in Section III(D)(5) above constitute full payment of any amounts
17 allegedly due to them. In light of the payment by Defendant of all amounts due to them,
18 Plaintiff, the Settlement Class, and each and every Settlement Class Member who does not
19 submit a timely Request for Exclusion from the Class in accordance with Section III(C)(1) shall
20 be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not
21 applicable to the Parties hereto. That section provides in pertinent part as follows:

22 An employer shall not require the execution of any release of a release of a claim
23 or right on account of wages due, or to become due, or made as an advance on
wages to be earned, unless payment of those wages has been made.

24 Each Settlement Class Member who does not submit a timely Request for Exclusion from
25 the Class and opt out of this Settlement in accordance with Section III(C)(1) shall be deemed to
26 have made the foregoing release as if by manually signing it.

27 B. PAGA Release.

28 Upon entry of the Judgment and Final Order in the Litigation, Plaintiff, on behalf of

1 herself and the similarly aggrieved members of the PAGA Group, and the State of California
2 shall be deemed to have, and by operation of the Judgment and Final Order, fully, finally, and
3 forever released, relinquished, and discharged each and all of the Released Parties of and from
4 any and all claims, actions or causes of action under PAGA arising at any time during the PAGA
5 Period that were alleged in the First Amended Complaint or the PAGA Notice Letter, or that
6 could have been alleged or raised in the First Amended Complaint based upon or arising out of
7 the facts alleged therein and in Plaintiff's PAGA notice, provided in accordance with Section
8 II(8) herein, as well as any claims for attorney's fees and costs thereon. The claims released by
9 this Section V(B) include any claim for civil penalties or other recovery under PAGA or related
10 Labor Code penalty provisions alleged to be triggered by violation of any Labor Code provision
11 or Wage Order provision set forth in the First Amended Complaint or the PAGA Notice Letter,
12 including, without limitation, any and all claims involving any alleged failure to reimburse
13 business expenses." ("PAGA Release").

14 C. Release by Plaintiff.

15 In addition to the releases provided above in Section V(A) and (B), and for a valuable
16 consideration, the receipt and adequacy of which is hereby acknowledged and except as
17 specifically provided below, Plaintiff on behalf of herself, and each of her heirs, executors,
18 administrators, attorneys, devisees, successors, and assigns, upon final approval of this
19 Settlement and payment of the agreed upon consideration, does hereby release and forever
20 discharge the Released Parties of and from any and all claims, causes of action, suits, debts,
21 liens, contracts, judgments, agreements, promises, liabilities, claims, demands, damages, losses,
22 costs, or expenses of any nature whatsoever, known or unknown, fixed or contingent (hereinafter
23 called "Claims"), which Plaintiff now has against the Released Parties, or any of them, by reason
24 of any matter, event, act, omission, cause or thing whatsoever from the beginning of time to the
25 date of this Agreement, including but not limited to any and all Claims relating to or arising out
26 of the hire, employment, demotion, termination or remuneration (including without limitation
27 salary, bonus, incentive or other compensation, sick leave or medical insurance benefits), of
28 Plaintiff by the Released Parties, including without limitation all Claims arising out of, based

1 upon or relating to the Litigation, to the extent permitted by law.

2 Without limiting the generality of the foregoing, the Claims of Plaintiff released herein
3 include any Claims arising out of, based upon, or in any way related to (i) claims of
4 discrimination, and harassment, and retaliation; (ii) any tort claims, including wrongful
5 termination, intentional or negligent infliction of emotional distress, intentional or negligent
6 misrepresentation, invasion of privacy, loss of consortium, breach of fiduciary duty, assault,
7 battery, sexual battery, or any other common law claim of any kind; (iii) any other violation or
8 alleged violation of Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, as
9 amended, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the
10 Americans With Disabilities Act, the Family and Medical Leave Act, the California Family
11 Rights Act, the California Fair Employment and Housing Act, the Fair Credit Reporting Act, any
12 provisions of California Labor Code, the California Business and Professions Code, the
13 California Industrial Wage Orders, the Civil Rights Act of 1866, and the Consolidated Omnibus
14 Budget Reconciliation Act; and (iv) any claim relating to or arising under any other local, state
15 or federal statute, regulation or principle of common law governing the employment of
16 individuals and/or discrimination in employment, to the extent permitted by law.

17 Plaintiff expressly waives all rights and benefits afforded by section 1542 of the Civil
18 Code of the State of California, quoted below, with respect to all Claims that Plaintiff may have
19 against Defendant or any of the Released Parties and she does so understanding the significance
20 of that waiver. Section 1542 of the Civil Code provides:

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

24 This Agreement does not release claims that cannot be released as a matter of law,
25 including but not limited to claims for workers' compensation benefits, or any right to file an
26 application for award for original information submitted pursuant to Section 21F of the
27 Securities Exchange Act of 1934.
28

1 VI. MISCELLANEOUS PROVISIONS.

2 A. Amendments.

3 The terms and provisions of this Agreement may be amended only by a written
4 agreement that is both (a) signed by the Plaintiff, Settlement Class Counsel, and Defense
5 Counsel and (b) approved by the Court.

6 B. Assignment.

7 None of the rights, commitments, or obligations recognized under this Agreement may be
8 assigned by any Party, Settlement Class Member, Settlement Class Counsel, or Defense Counsel
9 without the express written consent of each Party and their respective counsel hereto. The
10 representations, warranties, covenants, and agreements contained in this Agreement are for the
11 sole benefit of the Parties under this Agreement and shall not be construed to confer any right or
12 to avail any remedy to any other person.

13 C. Governing Law.

14 This Agreement shall be governed, construed, and interpreted, and the rights of the
15 Parties shall be determined, in accordance with the laws of the State of California, irrespective of
16 the State of California's choice of law principles.

17 D. Entire Agreement.

18 This Agreement, including the Exhibits referred to herein, which form an integral part
19 hereof, contains the entire understanding of the Parties hereto with respect to the subject matter
20 contained herein. In case of any conflict between text contained in Sections I through VI of this
21 Agreement and text contained in Exhibits to this Agreement, the former shall be controlling.
22 There are no restrictions, promises, representations, warranties, covenants, or undertakings
23 governing the subject matter of this Agreement other than those expressly set forth or referred to
24 herein and the Memorandum of Understanding. This Agreement and the Memorandum of
25 Understanding supersede all prior agreements and understandings among the Parties hereto with
26 respect to the settlement of the Litigation. In case of any conflict between this Agreement and
27 the Memorandum of Understanding, this Agreement shall control.

1 E. Waiver of Compliance.

2 Any failure of any Party, Defense Counsel, and/or Settlement Class Counsel hereto to
3 comply with any obligation, covenant, agreement, or condition herein may be expressly waived
4 in writing, to the extent permitted under applicable law, by the Party or Parties and their
5 respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or
6 condition. A waiver or failure to insist upon strict compliance with any representation, warranty,
7 covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to,
8 any subsequent or other failure.

9 F. Counterparts.

10 This Agreement, and any amendments hereto, may be executed in any number of
11 counterparts, facsimile and/or by PDF, AdobeSign, or DocuSign signatures and any Party and/or
12 their respective counsel hereto may execute any such counterpart, each of which when executed
13 and delivered shall be deemed to be an original and all of which counterparts taken together shall
14 constitute but one and the same instrument. It shall not be necessary in making proof of this
15 Agreement or any counterpart hereof to produce or account for any of the other counterparts.

16 G. Attorneys' Fees and Costs.

17 Neither Settlement Class Counsel nor any other attorneys acting for, or purporting to act
18 for the Settlement Class, Settlement Class Members, or Plaintiff may recover or seek to recover
19 any amounts for fees, costs, or disbursements from the Released Parties or the Settlement Sum
20 except as expressly provided herein. However, if any party brings an action to enforce this
21 Agreement, the prevailing party shall be entitled to its/his reasonable attorneys' fees and costs.

22 H. Meet and Confer Regarding Disputes.

23 Should any dispute arise among the Parties or their respective counsel regarding the
24 implementation or interpretation of this Agreement, Settlement Class Counsel and Defense
25 Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such
26 disputes to the Court.

I. Jurisdiction of the Court.

The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

IT IS SO STIPULATED.

DATED: 9/13/2023, 2023

Natasha Valenzuela

DocuSigned by:
Natalsha Valenzuela
By: 02D8FA3AFA0C47A...
Plaintiff and Settlement Class Representative

DATED: _____, 2023

Network Medical Management, Inc

By: _____
Name: _____
Title: _____

1 I. Jurisdiction of the Court.

2 The Parties agree that this Settlement Agreement shall be enforceable by the Court
3 pursuant to California Code of Civil Procedure section 664.6. The Court shall retain jurisdiction
4 with respect to the interpretation, implementation, and enforcement of the terms of this
5 Agreement and all orders and judgments entered in connection therewith, and the Parties and
6 their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing,
7 and enforcing the settlement embodied in this Agreement and all orders and judgments entered in
8 connection therewith.

9 **IT IS SO STIPULATED.**

10
11 DATED: _____, 2023

Natasha Valenzuela

12
13 By: _____
14 Plaintiff and Settlement Class Representative

15
16 DATED: November 15, 2023

Network Medical Management, Inc

17
18 By: 
19 Name: Brandon Sim
20 Title: Co - Chief Executive Officer
21
22
23
24
25
26
27
28

1 **APPROVED AS TO FORM:**

2
3 Dated: September 13, 2023

DAVID YEREMIAN & ASSOCIATES, INC.
D.LAW, INC.

4
5 

6 By: DAVID YEREMIAN
ALVIN B. LINDSAY

7 Attorneys for Plaintiff
8 Natasha Valenzuela behalf of herself and
9 all others similarly situated

10 Dated: September 13, 2023

PILLSBURY WINTHROP SHAW PITTMAN
LLP

11
12 

13 By: PAULA M. WEBER

14 Attorneys for Defendant
15 Network Medical Management, Inc.
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EXHIBIT A

**PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED
TO MONEY FROM A CLASS ACTION SETTLEMENT.**

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

If you worked in California for Network Medical Management at any time between October 26, 2017 through July 15, 2022, a class action settlement may affect your rights.

A court ordered this notice. This is not a solicitation from a lawyer.

Plaintiff Natasha Valenzuela, a former employee of Network Medical Management, Inc. (“Defendant” or Network Medical Management), sued Defendant alleging that Defendant violated various provisions of the California Labor Code and the California Business and Professions Code. The Honorable Elihu M. Berle, Judge of the Los Angeles County Superior Court, presides over this case. The lawsuit is known as *Natasha R. Valenzuela v. Network Medical Management, Inc.*, Los Angeles Superior Court, Case No. 20STCV39548 (“Litigation”).

The purpose of this Notice is to inform you of a proposed settlement (the “Settlement”) of the case. The Settlement is on behalf of all current or former California Network Medical Management employee who worked for Network Medical Management during the Class Period. The Class Period is the period between October 26, 2017 through July 15, 2022.

Because the Defendant’s records show that you qualify as a Settlement Class Member, you will receive money from the Settlement if the Court grants final approval of the Settlement, unless you decide to “opt out” of the Settlement.

Your legal rights may be affected whether you act or do not act. Read this Notice carefully. If you have questions, you can contact the lawyers for the Plaintiff (listed at the end of this Notice). Notwithstanding the terms of this settlement, Network Medical Management continues to deny any wrongdoing.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	You WILL be mailed a Settlement payment in the approximate amount stated on Attachment A to this Notice unless the Court decides not to grant “final approval” of the Settlement. By receiving a payment, you will be bound by the terms of the Settlement.
OBJECT	If you want to object to the Settlement for any reason, you must send the Settlement Administrator your objection in writing. Your objection must be post marked by [45 DAYS AFTER INITIAL MAILING]. If you wish to present your objection at the Final Fairness and Approval Hearing, you may also appear in person at your own expense or through the Court’s LA Court Connect website listed below. If you submit an objection, you will still be deemed a Settlement Class Member, covered

	by the Settlement's terms, and you will receive money from the Settlement.
ASK TO BE EXCLUDED	If you do not wish to participate in the Settlement, you must send a letter requesting exclusion. You will get no payment in the Settlement. You will keep the right to sue the Defendant on your own about the claims resolved by this Settlement. Your request for exclusion must be post marked by [45 DAYS AFTER INITIAL MAILING]. However, because this settlement resolves claims and actions brought pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), no Class Member who worked at any time during the period from between October 26, 2017 through July 15, 2022 ("Alleged Aggrieved Employees") has the right to exclude himself or herself from the PAGA portion of the settlement. Alleged Aggrieved Employees will be bound by the terms of the Settlement and the release of the PAGA claims summarized herein, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement.

This Notice explains your rights and options in detail. **To ask to be excluded (opt out) or to object to the settlement, you must follow the steps described in this Notice no later than [45 DAYS AFTER INITIAL MAILING], 2023.**

YOUR ESTIMATED SETTLEMENT AMOUNT: Enclosed with this Notice is an individualized Statement of Weeks Worked Form ("Attachment A"), which will state your estimated settlement amount. The amount is calculated based on the number of weeks you worked in California for Network Medical Management and if you worked in a particular Subclass, as applicable, and the weighted Weekly Recovery, as described below, at any time between October 26, 2017 through July 15, 2022. **If there are errors on the form, you can follow the steps on the form to submit corrections. Any corrections must be submitted no later than [45 days after initial mailing], 2023.**

* * *

MORE DETAILED INFORMATION

I. WHAT IS THIS CASE ABOUT?

The purpose of this Notice is to inform you that your rights may be affected by the proceedings in a class and representative action lawsuit pending before Judge Elihu M. Berle of the Superior Court of California for the County of Los Angeles (the "Court") entitled *Natasha R. Valenzuela v. Network Medical Management, Inc.*, Los Angeles Superior Court, Case No. 20STCV39548 ("Litigation"). This Notice is given by Order of the Court.

Natasha R. Valenzuela ("Class Representative" and "Plaintiff") brings this Litigation on behalf of all individuals who worked for Network Medical Management, Inc. ("Defendant") in California

in an exempt or non-exempt position (a “Covered Job Position”) at any time during between October 26, 2017 through July 15, 2022 (“Class Period”).

The Litigation alleges that Defendant (1) violated California Labor Code § 2802; and (2) violated of California Business & Professions Code §§ 17200, *et seq.* because it failed to reimburse Settlement Class Members for business related expenses. Plaintiff also alleges that Defendant violated the Private Attorneys Act (“PAGA”) and owes civil penalties under Labor Code section 2699 due to the alleged violation of Labor Code section 2802 and numerous other Labor Code and Wage order provisions.

Defendant does not admit engaging in any unlawful conduct as alleged in this Litigation and continues to deny the claims and charges of wrongdoing and liability.

II. WHAT ARE THE TERMS OF THE SETTLEMENT?

Defendant denies that it owes money related to any of the allegations listed above. Defendant is settling the matter as a compromise and to avoid incurring unnecessary legal expense defending the matter. Defendant reserves the right to object to any claim if for any reason the Settlement fails.

The Settlement applies to all Settlement Class Members who do not timely submit a correctly completed Opt Out Letter. The determination of how much each Class Member will receive as part of this Settlement depends on the number of weeks worked within the Class Period during which he or she worked in a Covered Job Position (“Qualifying Work Weeks”).

The parties reached a Settlement in which Defendant’s total maximum liability, will not exceed Four Hundred Eighty Thousand Dollars and Zero Cents (\$480,000.00) (“Gross Settlement Amount”), plus the employer’s share of tax liabilities. All amounts to be paid by Defendant from the Gross Settlement Amount shall be paid to a qualified settlement fund (“Qualified Settlement Fund”), which shall be administered by ILYM Group, the Settlement Administrator.

Class Members will participate in the Settlement if they do not Opt Out. Class Members will not pay any out-of-pocket costs.

There was a hearing on [Date of preliminary approval hearing] in the Superior Court of California for the County of Los Angeles. The Court conditionally granted preliminary approval of the class action settlement against Defendant and directed that you receive this Notice.

A. Additional Payments from the Maximum Settlement Amount

All payments to the Settlement Class Members shall be made from the Qualified Settlement Fund, minus the payments below, which are subject to final approval from the Court.

1. Fee and Cost Award for Class Counsel

Settlement Class Counsel filed the Litigation on behalf of Plaintiff and all other similarly situated individuals. Settlement Class Counsel conducted informal discovery and negotiated the settlement of this matter. Settlement Class Counsel will request attorneys’ fees in an amount of \$168,000.00

which represents 35% of the Gross Settlement Amount. Settlement Class Counsel will also request reimbursement of litigation costs and expenses in the amount of up to \$15,000. If approved by the Court, this amount will be paid from the Qualified Settlement Fund. These attorneys' fees and costs shall compensate Settlement Class Counsel for the work they have performed and will perform, and the expenses they have incurred and will incur, through any approved distribution of the Qualified Settlement Fund. Settlement Class Members will not be personally responsible for any of Settlement Class Counsel's attorneys' fees and costs.

2. Service Award to the Class Representative

Settlement Class Counsel will also seek an enhanced recovery of no more than \$5,000.00 for Natasha Valenzuela ("Service Award") for serving as representative Plaintiff on behalf of the Settlement Class. This will be in addition to whatever payment they are otherwise entitled to as a Settlement Class Member. If approved by the Court, this amount will be paid from the Settlement Fund.

3. Settlement Administration Costs

Settlement Administration Costs, estimated at \$12,500.00, will be paid to the Settlement Administrator, ILYM Group, Inc., for its services, including but not limited to distributing Class Notices to Settlement Class Members, processing Opt-Out Letters, calculating Settlement payments, and distributing Settlement payments to the Participating Claimants.

4. PAGA Penalties

Defendant shall pay \$25,000.00 for settlement of claims brought under the Private Attorneys' General Act ("PAGA") from the Qualified Settlement Fund. The PAGA payment shall be allocated as follows: \$18,750.00, (75%) to the California Labor & Workforce Development Agency ("LWDA"), and \$6,250.00 (25%) to PAGA Members (regardless of whether they opt out of the class settlement).

B. Release of Claims

The proposed settlement is intended to settle all claims and causes of action of any nature and description whatsoever, whether known or unknown, that are, or which could have been asserted at any time in the Litigation based on the facts alleged in the First Amended Complaint.

The Released Claims for Settlement Class Members (*i.e.* Released Class Claims) who do not timely request exclusion and opt out of this Settlement includes all claims, actions, or causes of action made or which could have been made based upon or arising out of the facts as alleged in the First Amended Complaint, including all claims and all California Labor Code violations that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the First Amended Complaint and ascertained in the course of the Action including, without limitation, any and all claims involving any alleged failure to reimburse business expenses.

All Alleged Aggrieved Employees, regardless of whether they submit Opt Out Letters, and the State of California (to the extent permitted by law) shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties of and from any and all claims,

actions or causes of action under PAGA arising at any time during the PAGA Period that were alleged in the Litigation and/or the PAGA Notice Letter, or that could have been alleged or raised in the Litigation based upon or arising out of the facts alleged therein and/or in the PAGA Notice Letter, as well as any claims for attorney's fees and costs thereon. The claims released include any claim for civil penalties or other recovery under PAGA or related Labor Code penalty provisions alleged to be triggered by violation of any Labor Code provision or Wage Order provision set forth in the First Amended Complaint or the PAGA Notice Letter, including, without limitation, any and all claims involving any alleged failure to reimburse business expenses ("Released PAGA Claims").

"Released Parties" means Defendant Network Medical Management, Inc. and its respective present and former parents, owners, subsidiaries, and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives.

IF I CHOOSE TO PARTICIPATE, HOW IS MY SHARE OF THE SETTLEMENT CALCULATED?

The Settlement Class Members who do not submit a correctly completed Opt Out Letter shall receive an amount based on the number of Qualifying Work Weeks, worked in a particular Subclass, as applicable and the weighted Weekly Recovery for Network Medical Management during the Class Period.

There are two Subclasses: California employees of Defendant who had assigned works stations at Defendant's Place of Work at any time between March 15, 2020, and July 15, 2022) (the "Covid-19 Subclass") ; and (2) California employees of Defendant who were employed by Defendant at any time during the Class Period and who did not have an assigned workstation at Defendant's place of business during the Class Period (the "No Work Station Subclass").

The relative weight for a Qualifying Work Week for each Settlement Class Member equals 1; the relative weight for a Qualifying Work Week in which a Settlement Member is a member of the Covid-19 Subclass equals 2; and the relative weight for a Qualifying Work Week in which a Settlement Class member is a member of the No Workstation Subclass equals 3.

To determine the Weekly Recovery value for Qualifying Work Weeks, the Settlement Administrator will (1) take the total number of Qualifying Work Weeks worked by members of the Covid-19 Subclass and multiply that number by the relative weight of 2; (2) take the total number of Qualifying Work Weeks worked by members of the No WorkStation Subclass and multiply that number by the relative weight of 3; and (3) take the total number of Qualifying Work Weeks worked by a Settlement Class Member that is not covered by either Sub-Class. Once the Settlement Administrator has the total number of weighted Qualifying Work Weeks achieved by adding the results of steps (1), (2) and (3), the Settlement Administrator will divide the Class Member Settlement Fund by that number of weighted Qualifying Work Weeks. The dollar amount achieved by step (3) is the Weekly Recovery value for each Qualifying Work Week. The Settlement Administrator shall compute the Weekly Recovery for each Settlement Class Member for the work weeks they are not part of any Subclass by multiplying the Weekly Recovery by the total Qualifying Work Weeks worked as Settlement Class Member. Certain Settlement Class

Members will receive Individual Payment Amounts as members of both the Covid-19 Subclass and the No Work Station Subclass; some Settlement Class Members will not be members of either Subclass. The sum of all the Settlement Class Members' Individual Payment Amounts shall equal the amount of the Class Member Settlement Fund.

Your estimated Individual Class Member payment is included on Attachment A.

III. TAXABLE PORTION OF SETTLEMENT PAYMENTS

An IRS Tax Form 1099 will be issued with to each Settlement Class Member with regard to any monies the Settlement Class Member receives as part of this settlement. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments that they receive under the Settlement.

IV. WHAT ARE MY RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?

You have three options under this Settlement, discussed below: (A) opt out from the Settlement, (B) object to the Settlement, or (C) do nothing.

A. If You Want To Request Exclusion From The Settlement

If you do not wish to participate in the Settlement, you must send an Opt Out Letter bearing a postmark no later than [45 days after initial mailing]. The Opt Out Letter must be sent to [Settlement Administrator's Address]. The Opt Out Letter must: (1) state your name, (2) state that you do not wish to participate in the Settlement, and (3) that you request exclusion from the Settlement. Opt Out Letters must be made individually and cannot be made on behalf of a group of employees or on behalf of other Settlement Class Members. If you choose to opt out of the Settlement, you will not receive any money from the Settlement. Any such person, at his/her own expense, may pursue any claims he/she may have against Defendant. However, there are deadlines to pursuing such claims known as statutes of limitation. Please consult an attorney of your choice to ensure you are not forever barred from pursuing any individual claims you might have if you decide to opt out of the Settlement.

The judgment will bind all Settlement Class Members who do not properly submit and complete an Opt Out Letter.

B. If You Want To Object To The Settlement

You may object, personally or through an attorney at your own expense, to the proposed Settlement by submitting in writing your objection to the Settlement Administrator no later than [45 days after initial mailing]. You may appear, but are not required to appear, at Final Fairness and Approval Hearing where your objection will be heard and considered by the Court.

If you do not comply with this procedure, you may not be entitled to be heard at the Final Fairness and Approval Hearing or to otherwise contest the approval of the Settlement, or to appeal from any related orders or judgments of the Court. If you submit a valid and timely Opt Out Letter, you cannot object to the Settlement.

Settlement Class Members are hereby notified that even if they object, they will still be deemed Settlement Class Members and will receive money from the Settlement if approved by the Court. You will be covered by the Settlement unless you opt out.

C. If You Choose To Do Nothing

If you do nothing, and the Court approves the Settlement, you will be bound by the terms of the Settlement and the release and you will receive money under the Settlement in the form of a check mailed by the Settlement Administrator.

D. What If The Statement Of Weeks Worked Is Incorrect?

If the weeks worked information or contact information on the Statement of Weeks Worked Form is incorrect, you should correct this information by completing and signing the enclosed Statement of Weeks Worked Form under penalty of perjury and mail it to the Settlement Administrator, with any supporting documents, no later than **[45 days from mailing of Notice]**. If the information is correct, you do not need to do anything with the form. If you lose, misplace, or need another Statement of Weeks Worked Form, you should contact the Settlement Administrator.

V. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will conduct a Final Fairness and Approval Hearing on **[Date of final approval hearing]** in Department 6 of the Superior Court of California, County of Los Angeles located at 312 N. Spring Street, Los Angeles, California 90012. At that hearing, the Court will determine whether the Settlement should be finally approved. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, and the Service Award to be paid to the Class Representatives, and other payments discussed above. The Final Fairness and Approval Hearing may be continued without further notice.

You are not required to attend the hearing, but if you wish to attend, you may attend the hearing **by audio or video (remotely), which can be set up through LA Court Connect (www.lacourt.org/lacc/). A prescheduled appointment is currently necessary to review any documents in the clerk's office.**

VI. WHAT IF I NEED MORE INFORMATION?

The foregoing is only a summary of the Litigation and the proposed Settlement and does not purport to be comprehensive. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Los Angeles County Superior Court's website at <https://www.lacourt.org/documentimages/civilImages/SearchByCaseNumber.aspx>. After arriving at the website, enter 20STCV39548 as the case number and click "SEARCH." Images of every document filed in the case may be viewed for a minimal charge.

In addition, you can find a copy of this Notice, the Complaint, the Settlement Agreement, the Motion for Preliminary Approval, the Order Granting Preliminary Approval, and when available, the Motion for Final Approval, the Motion for Service Awards and Attorneys' Fees and Costs, and, the Order Granting Final Approval at the following website **[URL for website maintained by Administrator]**.

If you have any questions, you can call the Settlement Administrator at 1-800-XXX-XXXX, toll free. You may also contact Settlement Class Counsel to ask about the Class Action Settlement. Settlement Class Counsel's contact information is as follows:

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian (SBN 226337)
david@yeremianlaw.com
Alvin B. Lindsay (SBN 220236)
alvin@yeremianlaw.com
2540 Foothill Blvd., Suite 201
La Crescenta, CA 91214
Telephone: (818) 230-8380
Facsimile: (818) 230-0308

DAVTYAN LAW FIRM

Emil Davtyan (SBN 299363)
support@davtyanlaw.com
880 E. Broadway
Glendale, CA 91205
Telephone: (818) 875-2008
Facsimile: (818) 722-3974

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH
INQUIRIES ABOUT THE SETTLEMENT.**

EXHIBIT B

Attachment A

STATEMENT OF WEEKS WORKED FORM

Natasha R. Valenzuela v. Network Medical Management, Inc.,

Superior Court for the State of California, County of Los Angeles
Case No. 20STCV39548

THIS FORM IS FOR YOUR INFORMATION ABOUT YOUR ESTIMATED SETTLEMENT SHARE. YOU DO NOT NEED TO DO ANYTHING WITH THIS FORM UNLESS THE INFORMATION ABOUT YOU ON THE FORM IS INCORRECT.

This Statement of Weeks Worked Form includes information based on the records of Network Medical Management, Inc. (collectively “Network Medical Management” or “Defendant”). IT IS IMPORTANT THAT YOU CAREFULLY CHECK THE INFORMATION PERTAINING TO YOUR CONTACT INFORMATION IN PART I BELOW AND CORRECT ANY INACCURACIES. NOTE: If you wish to make any corrections, this Statement of Weeks Worked Form must be postmarked no later than [45 days after initial mailing] and received by the Settlement Administrator to be processed.

This Statement of Weeks Worked Form is to provide you with an opportunity to verify your name and contact information and to correct any information regarding the timeframe you worked for Defendant in California as an exempt or non-exempt employee.

YOU DO NOT NEED TO COMPLETE THIS FORM TO SHARE IN AND RECEIVE THE SETTLEMENT PROCEEDS IN THIS LAWSUIT. IF YOU WANT TO CORRECT THE INFORMATION ON THIS FORM, YOUR COMPLETED AND SIGNED STATEMENT OF WEEKS WORKED FORM MUST BE POSTMARKED ON OR BEFORE [45 DAYS AFTER INITIAL MAILING]. YOU MUST SEND IT BY FIRST-CLASS UNITED STATES MAIL, OR THE EQUIVALENT, TO THE FOLLOWING ADDRESS:

Natasha R. Valenzuela v. Network Medical Management, Inc.,

Settlement Administrator

[Insert name and address of administrator]

You should keep a copy of the completed Statement of Weeks Worked Form and record the date on which you mailed it for your records. If you would like an acknowledgment of receipt for these documents, please send them certified mail, return receipt requested. If you move, please send your new address to the Settlement Administrator at the address listed above.

Only Settlement Class Members or their legal representatives may submit a Statement of Weeks Worked Form. Any executor, administrator, guardian, conservator, or trustee who submits a Statement of Weeks Worked Form on behalf of a California Settlement Class Member or his or her estate must (1) sign the Statement of Weeks Worked Form on the California Settlement Class Member's behalf; (2) indicate his or her title as representative (i.e., executor, trustee, etc.); and (3) submit proof of his or her authority to act on the California Settlement Class Member's behalf.

If you have questions about your claim or how to complete this Statement of Weeks Worked Form, you may call the Settlement Administrator at [Administrator's phone #].

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

[Remainder of this page intentionally left blank]

PART I: CLAIMANT IDENTIFICATION

[Pre-Printed Class Member First and Last Name]

[Pre-Printed Class Member Address]

If any of the above contact information is inaccurate, please provide the correct information below:

Settlement Class Member's Name (First, Middle, Last)

Settlement Class Member's Name Used While Employed by either Defendant [if different from current name - First, Middle, Last]

Street Address:

City: _____ State: _____ Zip Code: _____

Telephone: home: (____) ____ - _____ Telephone: work/cell: (____) ____ - _____

PART II: EMPLOYMENT

Section A: Claim Based on Defendant's Records

Defendant's records indicate that between October 26, 2017 through July 15, 2022 (the "Class Period") you were employed in California by Defendant:

From <<STARTDATE>> to <<ENDDATE>>

[And from <<STARTDATE2>> to <<ENDDATE2>>]

[If Applicable:] Defendant's records indicate that during the Class Period you were employed in California by Defendant and did not have an assigned workstation at Defendant's place of business (the "No Work Station Subclass") on the dates indicated below:

From <<STARTDATE>> to <<ENDDATE>>

[And from <<STARTDATE2>> to <<ENDDATE2>>]

[If Applicable:] Defendant's records indicate that you were employed at some point between March 15, 2020, and July 15, 2022 and had assigned work stations at Defendant's Place of Work in California ("Covid-19 Subclass"). on the dates indicated below:

From <<STARTDATE>> to <<ENDDATE>>

[And from <<STARTDATE2>> to <<ENDDATE2>>]

Based on the number of weeks worked above, your estimated Individual Payment Amount is \$ _____.

This Individual Payment Amount is based on the number of weeks worked by you in a Covered Job Position and the weighted value of those weeks as described in the attached Notice.

Section B: Claim Based on Information Provided by Settlement Class Member.

Complete this section only if you believe that the information set forth in Section A above is not accurate. When you return this Statement of Weeks Worked Form to the Settlement Administrator, you must also send any documentation that supports or relates to the information that you provide in this Section B. Please *do not* include any time periods (1) before October 26, 2017 or after July 15, 2022.

These are the dates I was employed in a Covered Job Position:

From ____/____/____ to ____/____/____

From ____/____/____ to ____/____/____ (If employed more than once)

These are the dates I was employed in a No Work Station Subclass position:

From ____/____/____ to ____/____/____

From ____/____/____ to ____/____/____ (If employed more than once)

These are the dates I was employed in a Covid -19 Subclass position:

From ____/____/____ to ____/____/____

From ____/____/____ to ____/____/____ (If employed more than once)

Please attach any records which document or support the dates you were employed in a Covered Job Position or a Subclass identified above.

DECLARATION AND SIGNATURE

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct to the best of my knowledge, including that at some point between October 26, 2017 through July 15, 2022, I was employed in a Covered Job Position.

DATED: ____/____/2023

SIGNATURE

PRINT NAME