

1 **FIRST AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**
2 **AND RELEASE**

3 This First Amended Joint Stipulation of Class Action and PAGA Settlement and Release
4 (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into by and between
5 Plaintiff Reginia Sam (“Plaintiff” or “Class Representative”), individually, on behalf of all others
6 similarly situated and on behalf of the State of California with respect to PAGA Employees (as defined
7 herein), and Defendant Concordance Healthcare Solutions, LLC (“Defendant”) (collectively, Plaintiff
8 and Defendant are referred to as the “Parties”), pursuant to Paragraph 42 of the Joint Stipulation of Class
9 Action and PAGA Settlement and Release.

10 The Parties agree to supplant the Joint Stipulation of Class Action and PAGA Settlement and
11 Release entered into by the Parties on or around September 6, 2022, with this First Amended Joint
12 Stipulation of Class Action and PAGA Settlement and Release.

13 This First Amended Joint Stipulation of Class Action and PAGA Settlement and Release shall be
14 binding on Plaintiff, Settlement Class Members (as defined herein), the State of California with respect
15 to PAGA Employees (as defined herein) and on Defendant, subject to the terms and conditions hereof
16 and the approval of the Court.

17 **RECITALS**

18 1. On April 29, 2021, Plaintiff filed a Class Action Complaint for Damages, thereby
19 commencing a putative class action entitled *Reginia Sam v. Concordance Healthcare Solutions, LLC* in
20 the Superior Court of California for the County of Riverside, Case No. CVRI2102017 (“Action”) against
21 Defendant. On November 12, 2021, Plaintiff provided notice by electronic upload to the Labor and
22 Workforce Development Agency and written notice by certified mail to Defendant of the specific
23 provisions of the California Labor Code that were violated (“PAGA Notice”). On March 9, 2022, Plaintiff
24 filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys
25 General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”). The Operative Complaint
26 alleges eleven (11) causes of action against Defendant for violations of the California Labor Code for
27 failure to pay minimum and overtime wages, provide compliant meal and rest periods and associated
28 premium payments, timely pay wages during and after employment and pay associated waiting-time

penalties, provide compliant wage statements, maintain requisite payroll records, and reimburse necessary business-related expenses, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

2. Defendant denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action, the Released Class Claims, and the Released PAGA Claims.

3. Class Counsel in the Action diligently investigated the claims against Defendant, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of corporate policies and practices.

4. On October 12, 2021, the Parties participated in mediation with Warren Jackson, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members and the State of California in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

5. The Parties expressly acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

DEFINITIONS

1 6. The following definitions are applicable to this Settlement Agreement. Definitions
2 contained elsewhere in this Settlement Agreement will also be effective:

3 a. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation
4 and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in the
5 Action, as set forth in Paragraph 10 below.

6 b. “Class Counsel” means Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and
7 Janardana Burns of Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

8 c. “Class List” means a complete list of all Class Members that Defendant will
9 diligently and in good faith compile from its records and provide to the Settlement Administrator. The
10 Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each
11 Class Member’s last-known full name, mailing address, telephone number, Social Security Number,
12 dates employed as a non-exempt employee of Defendant in California during the Class Period, and such
13 other information as is necessary for the Settlement Administrator to calculate Workweeks (as defined
14 below).

15 d. “Class Member(s)” or “Class” means all current and former non-exempt
16 employees who were employed by Defendant within the State of California at any time during the Class
17 Period. Defendant represents that the number of Class Members is approximately 134 individuals.

18 e. “Class Notice” means the Notice of Class Action Settlement, substantially in the
19 form attached as “**Exhibit A.**”

20 f. “Class Period” means the time period from April 29, 2017 through January 12,
21 2022.

22 g. “Class Representative” or “Plaintiff” means Reginia Sam.

23 h. “Class Settlement” means the settlement and resolution of all Released Class
24 Claims.

25 i. “Court” means the Superior Court of the State of California for the County of
26 Riverside.

27 j. “Defendant” means Concordance Healthcare Solutions, LLC.

28 k. “Defendant’s Counsel” means Christopher W. Decker of Ogletree, Deakins, Nash,

1 Smoak & Stewart, P.C.

2 l. “Effective Date” means the later of (a) the last day on which any appeal might be
3 filed with respect to the Final Approval Order and Judgment, assuming no appeal is filed, or (b) the date
4 of successful resolution of any appeal(s) with respect to Final Approval Order and Judgment – including
5 expiration of any time to seek reconsideration of further review.

6 m. “Employer Taxes” means the employer’s share of taxes and contributions in
7 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
8 in addition to the Maximum Settlement Amount.

9 n. “Enhancement Payment” means the amount to be paid to Plaintiff in recognition
10 of her effort and work in prosecuting the Action on behalf of the Class Members and State of California
11 with respect to PAGA Employees.

12 o. “Exclusion Form” means the Exclusion Form, substantially in the form attached
13 as “**Exhibit B.**”

14 p. “Final Approval” means the determination by the Court that the Settlement is
15 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

16 q. “Final Approval Hearing” means the hearing at which the Court will consider and
17 determine whether the Settlement should be granted Final Approval.

18 r. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee
19 Amount that a PAGA Employee may be eligible to receive for the PAGA Settlement, to be calculated
20 in accordance with Paragraph 15.

21 s. “Individual Settlement Payment” means the net payment of each Settlement Class
22 Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and
23 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
24 Paragraph 24 below.

25 t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement
26 Amount that a Class Member may be eligible to receive for the Class Settlement, to be calculated in
27 accordance with Paragraph 14.

28 u. “LWDA Payment” means the amount of Fifty Thousand Six Hundred and

Twenty-Five Dollars (\$50,625.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) for the PAGA Settlement, as set forth in Paragraph 13.

v. “Maximum Settlement Amount” means the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) to be paid by Defendant in full resolution of all Released Claims and the Action, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs. Defendant shall pay the Employer Taxes separately and in addition to the Maximum Settlement Amount. The Maximum Settlement Amount is subject to increase, as provided in Paragraph 36 below.

w. “Net Settlement Amount” means the portion of the Maximum Settlement Amount that is available for distribution to Settlement Class Members, which is the Maximum Settlement Amount less the Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Amount, and Attorneys’ Fees and Costs.

x. “Notice Packet” means the Class Notice, Exclusion Form, and Objection Form, substantially in the forms attached as “**Exhibit A**”, “**Exhibit B**”, and “**Exhibit C**”, respectively.

y. “Objection” means an Objection Form or a Class Member’s written objection to the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

z. “Objection Form” means the Objection Form, substantially in the form attached as “**Exhibit C**.”

aa. “PAGA Amount” means the allocation of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) from the Maximum Settlement Amount for the settlement and resolution of the Released PAGA Claims. Seventy-five percent (75%) of the PAGA Allocation, or \$50,625.00, will be paid to the LWDA (i.e., the LWDA Payment) and the remaining twenty-five percent (25%), or

1 \$16,875.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount).

2 bb. “PAGA Employees” means all current and former non-exempt employees who
3 were employed by Defendant within the State of California at any time during the PAGA Period.

4 cc. “PAGA Employee Amount” means the amount of Sixteen Thousand Eight
5 Hundred Seventy-Five Dollars (\$16,875.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA
6 Employees on a *pro rata* basis based on their Workweeks.

7 dd. “PAGA Period” means September 7, 2019 through January 12, 2022

8 ee. “PAGA Settlement” means the settlement and resolution of Released PAGA
9 Claims.

10 ff. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
11 Plaintiff or Defendant.

12 gg. “Preliminary Approval” means entry of the Court order granting preliminary
13 approval of the Settlement Agreement.

14 hh. “Released Class Claims” means all claims, causes of action, and theories of relief
15 that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts
16 contained in the Operative Complaint, and all damages, penalties, interest, and other amounts
17 recoverable for said claims, causes of action, and legal theories, arising during the Class Period,
18 including all of the following: failure to pay all regular wages, minimum wages, and overtime wages
19 due; failure to properly calculate the regular rate of pay for payment of overtime wages; failure to
20 provide proper meal periods, and to properly provide premium pay in lieu thereof; failure to provide
21 proper rest periods, and to properly provide premium pay in lieu thereof; failure to pay all wages timely
22 during employment; failure to pay all wages timely at the time of termination; failure to provide
23 complete, accurate, or properly formatted wage statements; failure to keep required payroll records;
24 failure to reimburse business expenses; unfair business practices that could have been premised on the
25 claims, causes of action, or legal theories of relief described above or any of the claims, causes of action,
26 or legal theories of relief pleaded in the Operative Complaint; and any other claims based on the facts
27 alleged in the Operative Complaint.

28 ii. “Released PAGA Claims” means all claims for civil or statutory penalties under

1 the Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. which arose during
2 the PAGA Period and could have been sought by the Labor Commissioner premised on the violations
3 of law identified in Plaintiff’s pre-filing letter to the Labor Workforce Development Agency dated
4 November 12, 2021 and only to the extent they are alleged in the Operative Complaint,

5 jj. “Released Parties” means Defendant and its officers, directors, employees, and
6 agents, and Seneca Medical Holdings, Inc.

7 kk. “Request for Exclusion” means an Exclusion Form or a Class Member’s written
8 letter indicating a request to be excluded from the Class Settlement, which must: (a) contain the case
9 name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone
10 number, and last four (4) digits of Social Security Number; (c) contain a clear written statement
11 indicating that the Class Member seeks exclusion from the Class Settlement; and (d) be submitted by
12 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
13 Deadline.

14 ll. “Response Deadline” means the deadline by which Class Members must submit
15 a Request for Exclusion, Objection, and/or Workweeks Dispute, which shall be the date that is forty-
16 five (45) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator,
17 unless the 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
18 extended to the next day on which the U.S. Postal Service is open. In the event that a Notice Packet is
19 re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen
20 (15) calendar days from the initial Response Deadline.

21 mm. “Settlement Administrator” means Phoenix Settlement Administrators, or any
22 other third-party class action settlement administrator agreed to by the Parties and approved by the Court
23 for purposes of administering this Settlement. The Parties and their counsel each represent that they do
24 not have any financial interest in the Settlement Administrator or otherwise have a relationship with the
25 Settlement Administrator that could create a conflict of interest. Defendant and Defendant’s counsel
26 shall not enter into any contractual relationship with the Settlement Administrator.

27 nn. “Settlement Administration Costs” means the costs payable from the Maximum
28 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this

Settlement, as set forth in Paragraph 12 below.

oo. “Settlement Class Members” means all Class Members who do not submit a timely and valid Request for Exclusion.

pp. “Workweeks” means the number of weeks each Class Member was employed by Defendant as a non-exempt employee in California during the Class Period, which will be calculated by the Settlement Administrator by counting, for each Class Member, the weeks elapsed between (i) the later of (a) the Class Member’s hire/rehire date and (b) April 29, 2017 and (ii) the earlier of (a) the Class Member’s termination date (or, if applicable, date of conversion to exempt status), and (b) January 12, 2022.

qq. “Workweeks Dispute” means a Class Member’s written letter disputing the pre-printed information on the Class Notice as to his or her Workweeks, which must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

CLASS CERTIFICATION

7. For the purposes of this settlement only, the Parties stipulate to the certification of the Class.

8. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties’ stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set

1 forth herein, the Parties agree, subject to the Court's approval, as follows:

2 9. Funding and Disbursement of the Maximum Settlement Amount. Within fifteen (15)
3 calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an
4 accounting estimate of the amounts to be paid by Defendant pursuant to the terms of the Settlement and
5 establish a qualified settlement account for administration of the Settlement. Within thirty (30) calendar
6 days after the Effective Date, Defendant will make a one-time deposit of the Maximum Settlement
7 Amount plus an amount sufficient for Employer's Taxes into the settlement account to be established by
8 the Settlement Administrator. Within seven (7) calendar days of the funding of the Maximum Settlement
9 Amount and an amount sufficient for Employer Taxes, the Settlement Administrator will issue payments
10 due under the Settlement and approved by the Court, as follows: (a) Individual Settlement Payments to
11 Settlement Class Members; (b) Individual PAGA Payments to PAGA Employees; (c) LWDA Payment
12 to the LWDA; (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class Counsel;
13 and (f) Settlement Administration Costs to itself (the Settlement Administrator). The Settlement
14 Administrator will also undertake filings and remittances in connection with the employee's share of
15 taxes on the wages portion of Individual Settlement Shares and the Employer Taxes, that are necessary
16 for administration of the Settlement.

17 10. Attorneys' Fees and Costs. Class Counsel will request and Defendant will not oppose
18 attorneys' fees of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., up to
19 \$157,500.00 if the Maximum Settlement Amount is \$450,000.00) and reimbursement of actual costs and
20 expenses associated with Class Counsel's litigation and settlement of the Action, supported by
21 declaration, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), both of which will be
22 paid from the Maximum Settlement Amount subject to Court approval. These amounts will cover any
23 and all work performed and any and all costs incurred by Class Counsel in connection with the litigation
24 of the Action, including without limitation all work performed and costs incurred to date, and all work
25 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
26 Settlement Agreement, including any objections raised and any appeals necessitated by those objections.
27 Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for
28 tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and

Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or utilize other attorney fee deferral vehicles, for Class Counsel and any additional expenses for doing so shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Defendant and Defendant's Counsel shall not be liable for any expenses associated with the purchase or use of any attorney fee deferral vehicles for Class Counsel by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested the Attorneys' Fees and Costs to Class Counsel, neither Plaintiff not Class Counsel shall have the right to revoke this Agreement, and it will remain binding. Any portion of the Attorneys' Fees and Costs not awarded to Class Counsel shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

11. Enhancement Payment. In recognition of her efforts and work in prosecuting the Action, Defendant agrees not to oppose or impede any application or motion for an Enhancement Payment to Plaintiff in an amount up to Seven Thousand Five Hundred Dollars (\$7,500.00). The Enhancement Payment, which will be paid from the Maximum Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement Payment and Individual PAGA Payment that is to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, Plaintiff shall not have the right to revoke this Agreement, and it will remain binding, and the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Payment will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

12. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Seven Thousand Dollars (\$7,000.00). These costs, which will be paid from the Maximum Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Notice Packet in Spanish, printing, distributing, and tracking Notice Packets and other

documents for this Settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Maximum Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the Settlement payments or the development of the list of recipients of Settlement payments.

13. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00) from the Maximum Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$50,625.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$16,875.00, will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., the Individual PAGA Payment).

14. Individual Settlement Share Calculations. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' number of Workweeks, as follows:

a. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the estimated Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share.

b. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final

Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

15. Individual PAGA Payment Calculations. Individual PAGA Payments will be calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’ number of Workweeks during the PAGA Period as follows: The Settlement Administrator will divide the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiply each PAGA Employee’s individual Workweeks by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

16. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or PAGA Employees to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle Plaintiff, Settlement Class Members, or PAGA Employees to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

17. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

18. Notice by First-Class U.S. Mail.

a. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will perform a search based on the National Change of Address Database or any other similar services available, such as provided by Experian, for information to update and correct for any known or identifiable address changes, and will mail a Class Notice, Exclusion Form, and Objection Form (i.e., Notice Packet) in English and Spanish (in the forms attached as **Exhibit A**, **Exhibit B**, and **Exhibit C** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail,

1 using the most current, known mailing addresses identified by the Settlement Administrator.

2 b. With respect to Notice Packets that are returned as undeliverable on or before the
3 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
4 trace and re-mail the Notice Packet within five (5) calendar days.

5 c. Dispute Regarding Workweeks. The Class Notice will include the procedure by
6 which a Class Member may dispute the number of Workweeks allocated to him or her by submitting a
7 timely and valid Workweeks Dispute. The date of the postmark on the return mailing envelope will be
8 the exclusive means to determine whether a dispute has been timely submitted. Absent evidence
9 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks to
10 be credited to a disputing Class Member, Defendant's records will be presumed correct and
11 determinative of the dispute. However, if a Class Member produces information and/or documents to
12 the contrary, the Settlement Administrator will evaluate the materials submitted by the Class Member
13 and the Settlement Administrator will resolve and determine the number of eligible Workweeks that the
14 disputing Class Member should be credited with under the Settlement. The Settlement Administrator's
15 decision on such disputes will be final and non-appealable.

16 19. Settlement Checks. The Settlement Administrator will be responsible for undertaking
17 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
18 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
19 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
20 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment
21 into one check if the intended recipient for both payments is one individual. Each Individual Settlement
22 Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty
23 (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds
24 remaining in the Qualified Settlement Fund in connection with cancelled checks shall be distributed to
25 the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California
26 Civil Code § 1500 et seq., for the benefit of those Settlement Class Members who did not cash, deposit,
27 or otherwise negotiate their checks until such time that they claim their property. The Settling Parties
28 agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384,

as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they all cash their Settlement Checks. Therefore, Defendant will not be required to pay any interest on said amounts. The Settlement Administrator shall mail a reminder postcard by First Class U.S. Mail to any Settlement Class Member and/or PAGA Employee whose Individual Settlement Payment check and/or Individual PAGA Payment check has not been negotiated within sixty (60) calendar days after the date of mailing. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement Payment checks are cancelled and PAGA Employees whose Individual PAGA Payment checks are cancelled, shall, nevertheless, be bound by this Settlement Agreement.

20. Procedures for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a Request for Exclusion to the Settlement Administrator, by mail, on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. However, all PAGA Employees will be bound to the release of the PAGA Settlement and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

21. Procedures for Objecting to the Class Settlement. To object to the Class Settlement, Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must submit a timely and complete Objection to the Settlement Administrator, by mail, on or before the Response Deadline. The Objection must be signed by the Settlement Class Member and contain all

information required by this Settlement Agreement. The postmark date will be deemed the exclusive means for determining that the Objection is timely. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Settlement Class Members may also present their objection orally at the Final Approval Hearing, irrespective of whether they submit an Objection. The Settlement Administrator will certify jointly to Class Counsel and Defendant's Counsel the Objections that were timely submitted, and also attach them as exhibits to a declaration that is to be filed with the Court in advance of the Final Approval Hearing.

22. Reports by the Settlement Administrator Regarding Settlement Administration. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted a Workweeks Dispute; (b) the number of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete Objections; and (c) the number of undeliverable and re-mailed Notice Packets. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement.

23. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

24. Treatment of Individual Settlement Payments and Individual PAGA Payments. Each Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and

withholdings). The Employer Taxes will be paid separately and in addition to the Maximum Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form-1099 (if applicable) by the Settlement Administrator.

25. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities.

26. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and PAGA Employees understand and agree that, except for Defendant's payment of Employer Taxes, they will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

27. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION

1 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
2 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
3 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
4 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
5 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
6 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
7 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
8 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
9 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
10 BY THIS SETTLEMENT AGREEMENT.

11 28. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
12 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
13 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
14 of action or right herein released and discharged.

15 29. Release of Claims by Settlement Class Members and the State of California.

16 a. Class Settlement Release. Upon the Effective Date and full funding of the
17 Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid
18 Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever
19 released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class
20 Claims whether known or unknown. However, to be clear, the scope of the release is limited to the
21 Released Class Claims. By virtue of this Agreement, Plaintiff and the Settlement Class Members shall be
22 deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally,
23 and forever settled and released all of the Released Class Claims. The parties understand and specifically
24 agree that the scope of the release described in this paragraph is a material part of the consideration for
25 this Agreement; was critical in justifying the agreed upon economic value of this settlement and without
26 it Defendant would not have agreed to the consideration provided; and is narrowly drafted and necessary
27 to ensure that Defendant is obtaining peace of mind regarding the resolution of claims that were or could
28 have been alleged based on the facts, causes of action, and legal theories contained in the Operative

1 Complaint.

2 b. PAGA Settlement Release. Upon the Effective Date and full funding of the
3 Maximum Settlement Amount, Plaintiff and the State of California will be deemed to have fully, finally,
4 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
5 Released PAGA Claims whether known or unknown. However, to be clear, the scope of the release is
6 limited to the Released PAGA Claims. By virtue of this Agreement, Plaintiff and the State of California
7 shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully,
8 finally, and forever settled and released all of the Released PAGA Claims. The parties understand and
9 specifically agree that the scope of the release described in this paragraph is a material part of the
10 consideration for this Agreement; was critical in justifying the agreed upon economic value of this
11 settlement and without it Defendant would not have agreed to the consideration provided; and is narrowly
12 drafted and necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of
13 claims that were or could have been alleged based on the facts, causes of action, and legal theories
14 contained in the Operative Complaint. Plaintiff does not release any PAGA Employee's claim for wages
15 or damages. However, PAGA Employees who are also Settlement Class Members will be deemed to
16 have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released
17 Parties of all Released Class Claims whether known or unknown.

18 c. The res judicata effect of the Judgment will be the same as that of the release of
19 Class Released Claims and PAGA Released Claims.

20 30. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
21 funding of the Maximum Settlement Amount, Plaintiff will be deemed to have fully released and
22 discharged the Released Parties of and from all claims arising from her employment with Defendant,
23 separation of employment from Defendant, and any acts that have or could have been asserted in any legal
24 action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or
25 local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor
26 Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee
27 Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California
28 Business and Professions Code, California Fair Employment and Housing Act, California Constitution

(all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

31. Plaintiff's Date of Termination. Plaintiff represents and warrants that her employment with Defendant ended before January 29, 2019. Plaintiff understands that this representation is a material element of this Agreement and that, had she not provided this representation, Defendant would have required additional terms to this Agreement in order to obtain an enforceable waiver of any claims she might have under the Age Discrimination in Employment Act, as amended by the Older Workers' Benefit Protection Act of 1990, 29 U.S.C. § 621 *et seq.*

32. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement. Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for Plaintiff's motion for preliminary approval of the Settlement, which Plaintiff and Class Counsel will be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a draft of the preliminary approval motion for review and approval at least three court days before filing it with the Court. Defendant agrees not to oppose

the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. Defendant agrees to provide Class Counsel a draft of any required declarations in support of Plaintiff's motion for preliminary approval at least three court days before Plaintiff's deadline to file the motion for preliminary approval. Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

- a. Conditionally certifying the Class for settlement purposes only;
- b. Granting Preliminary Approval of the Settlement;
- c. Preliminarily appointing Plaintiff as representative of the Class;
- d. Preliminarily appointing Class Counsel as counsel for the Class;
- e. Approving, as to form and content, the mutually-agreed upon and proposed Notice Packet and directing its mailing to the Class by First-Class U.S. Mail;
- f. Approving the manner and method for Class Members to request exclusion from or object to the Class Settlement as contained herein and within the Class Notice; and
- g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members and PAGA Employees.

33. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to determine whether Final Approval of the Settlement should be granted, along with the amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion for review and approval at least three court days before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed-upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing

consummation of its terms and provisions;

- b. Certification of the Settlement Class;
- c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- d. Approval of the application for Enhancement Payment to Plaintiff;
- e. Directing Defendant to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- f. Entering judgment in this Action, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

34. Termination or Revocation of Settlement.

a. If ten percent (10%) or more of the Class Members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement by way of writing that is provided to Class Counsel within ten (10) calendar days after the Settlement Administrator notifies the Parties of the total number of timely and valid Requests for Exclusion received by the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration incurred by the Settlement Administrator up until the date that Defendant gives notice to the Settlement Administrator that it is exercising its right to rescind the Settlement pursuant to this paragraph.

b. If the Court fails or refuses to issue the Final Approval Order and Judgment or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement Agreement (unless explicitly excepted herein), by way of writing that is provided to the other Party within ten (10) calendar days thereof, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

35. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any Party, Class Member, or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement

1 Administrator is notified that the Settlement has been terminated;

2 c. The Preliminary Approval Order, Final Approval Order and Judgment, including
3 any order certifying the Class, shall be vacated;

4 d. The Settlement Agreement and all negotiations, statements and proceedings
5 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
6 to their respective positions in the Action prior to the execution of the Settlement Agreement;

7 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
8 statements or filings in furtherance of the Settlement (including all matters associated with the mediation)
9 shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever;
10 and

11 f. Any documents generated to bring the Settlement into effect, will be null and
12 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
13 likewise be treated as void from the beginning.

14 g. If the Settlement is voided or fails for any reason other than revocation by
15 Defendant, pursuant to paragraph 35(a), above, any costs incurred by the Settlement Administrator shall
16 be borne equally by the Parties.

17 36. Escalator Clause. Defendant represents that, during the period from April 29, 2017
18 through September 11, 2021, the Class Members worked, collectively, approximately 6,706
19 Workweeks. If it is determined that the total number of Workweeks during the period from April 29,
20 2017 through September 11, 2021 exceed 6,706 by more than ten percent (10%) (i.e. exceeds 7,377),
21 then, the Maximum Settlement Amount will be increased by 1% for every 1% increase in workweeks
22 over the 10% threshold (e.g., if the threshold of 7,377 Workweeks is exceeded by 1%, the Maximum
23 Settlement Amount will increase by 1%).

24 37. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
25 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
26 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
27 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
28 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

1 38. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
2 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
3 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

4 39. Limitation on Publicity. Plaintiff and Plaintiff's Counsel agree not to disclose or
5 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
6 underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except
7 potential class members and as shall be contractually required to effectuate the terms of the Settlement.
8 For the avoidance of doubt, this section means Plaintiff and Plaintiff's Counsel agree not to issue press
9 releases, communicate with, or respond to any media or publication entities, publish information in
10 manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by
11 print, video, recording or any other medium, with any person or entity concerning the Settlement,
12 including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement,
13 except as shall be contractually required to effectuate the terms of the Settlement. Class Counsel will
14 take all steps necessary to ensure Plaintiff is aware of, and will encourage her to adhere to, the restriction
15 against any public disclosure of the Settlement and against any media comment on the Settlement and
16 its terms as described in this paragraph. Class Counsel further agrees not to use the Settlement or any
17 of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from
18 including publicly available information regarding this Settlement in future judicial submissions
19 regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel
20 will undertake any and all disclosures and submissions required to be made to the LWDA in conformity
21 with PAGA.

22 40. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
23 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
24 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625
25 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be
26 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
27 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
28 contradict the terms of this Settlement Agreement. This Settlement Agreement contains the entire

1 agreement between the Parties relating to the settlement and transaction contemplated hereby, and all
2 prior or contemporaneous agreements, understandings, representations, and statements, whether oral or
3 written and whether by a Party or such Party's legal counsel, are merged herein.

4 41. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
5 Action (including, and not limited to, the deadline to bring the Action to trial under California Code of
6 Civil Procedure section 583.310), except such proceedings necessary to implement and complete the
7 Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

8 42. Amendment. Prior to the filing of the motion for preliminary approval of the Settlement,
9 the Parties may not amend or modify any provision of this Settlement Agreement except by written
10 agreement signed by counsel for all Parties. After the filing of the motion for preliminary approval of
11 the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement except
12 by written agreement signed by counsel for all of the Parties and subject to Court approval. A waiver
13 or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other
14 provision. Material terms of this agreement may only be waived subject to Court approval.

15 43. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
17 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
18 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
19 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
20 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
21 will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
22 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
23 provisions that otherwise might apply under state or federal law.

24 44. Signatories. It is agreed that because the members of the Class are so numerous, it is
25 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
26 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
27 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement as
28 to the PAGA Employees, and the release shall have the same force and effect as if this Settlement

Agreement were executed by each Settlement Class Member and PAGA Employee.

45. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

46. California Law Governs. All terms of this Settlement Agreement and attached exhibits hereto will be governed by and interpreted according to the laws of the State of California.

47. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned copies of the signature page, will be deemed to be one and the same instrument.

48. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, Released Class Claims, and Released PAGA Claims, and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

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

50. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate to implement the Settlement.

51. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued

1 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies,
2 that it has violated any state, federal, or local law; violated any regulations or guidelines promulgated
3 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
4 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
5 any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any
6 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
7 admission or concession by Defendant of any such violations or failures to comply with any applicable
8 law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this
9 Settlement Agreement and its terms and provisions shall not be offered as evidence in any action or
10 proceeding to establish any liability or admission on the part of Defendant or to establish the existence
11 of any condition constituting a violation of, or a non-compliance with state, federal, local or other
12 applicable law.

13 52. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted
14 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
15 provisions of this Settlement Agreement.

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

21 54. Representation by Counsel. The Parties acknowledge that they have been represented by
22 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that
23 this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in
24 full.

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

56. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Edwin Aiwarzian, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Christopher W. Decker
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 South Hope Street, Suite 1200
Los Angeles, California 90071

57. Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the Class will be required.

58. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

59. No Unalleged Claims. Plaintiff and Class Counsel represent that they, as of the date of execution of this Settlement, are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the Operative Complaint in the Action. Plaintiff and Class Counsel further represent that, other than the Action, they have no current intention of asserting any other claims against Defendant in any judicial or administrative forum, and that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand and

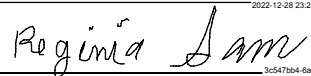
agree that the representations described in this paragraph are essential to the Agreement and that this Agreement would not have been entered into were it not for these representations.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class and PAGA Settlement and Release between Plaintiff and Defendant:

IT IS SO AGREED.

Dated: 12/28/2022, 2022

PLAINTIFF REGINIA SAM

Electronically Signed 2022-12-28 23:28:53 UTC - 174.243.181.136

Nintex AssureSign® 3c547bb4-6ada-47af-8147-df79013585ec

Reginia Sam, Plaintiff

///

DEFENDANT CONCORDANCE HEALTHCARE SOLUTIONS, LLC

Dated: _____, 2022

Full Name: _____

Title: _____

On behalf of Concordance Healthcare Solutions, LLC

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: December 29, 2022



Edwin Aiwanian

Joanna Ghosh

Janardana Burns

Attorneys for Plaintiff Reginia Sam and Proposed Class Counsel

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: _____, 2022

Christopher W. Decker

Attorneys for Defendant Concordance Healthcare Solutions, LLC

1 agree that the representations described in this paragraph are essential to the Agreement and that this
2 Agreement would not have been entered into were it not for these representations.

3 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
4 Stipulation of Class and PAGA Settlement and Release between Plaintiff and Defendant:

5 **IT IS SO AGREED.**

6 **PLAINTIFF REGINIA SAM**

7 Dated: _____, 2022

8 _____
Reginia Sam, Plaintiff

9 ///

10 **DEFENDANT CONCORDANCE HEALTHCARE
SOLUTIONS, LLC**

11 Dated: Jan 4, 2022³

12 _____
Doreen Nersesian

13 Full Name: Doreen Nersesian

14 Title: EVP, Human Resources
On behalf of Concordance Healthcare Solutions, LLC

15 **APPROVED AS TO FORM**

16 **LAWYERS for JUSTICE, PC**

17 Dated: _____, 2022

18 _____
Edwin Aiwazian
Joanna Ghosh
Janardana Burns
Attorneys for Plaintiff Reginia Sam and Proposed Class
Counsel

21 **OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

22
23 Dated: January 4, 2023
24 _____, 2022

25 _____
Christopher W. Decker

26 Christopher W. Decker
Attorneys for Defendant Concordance Healthcare
Solutions, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Reginia Sam v. Concordance Healthcare Solutions, LLC
Superior Court of California for the County of Riverside, Case No. CVRI2102017

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Reginia Sam (“Plaintiff”) and Defendant Concordance Healthcare Solutions, Limited Liability Company (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Reginia Sam v. Concordance Healthcare Solutions, LLC*, Riverside County Superior Court, Case No. CVRI2102017 (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” means all current and former non-exempt employees who were employed by Defendant within the State of California at any time during the period Class Period.

“**Class Member**” means a member of the Class.

“**Class Period**” means the time period from April 29, 2017 through January 12, 2022.

“**Class Settlement**” means the settlement and resolution of all Released Class Claims (described in Section III.D below).

“**non-exempt employee**” means an individual who is not exempt from California wage and hour overtime laws.

“**PAGA Employees**” means all current and former non-exempt employees who were employed by Defendant within the State of California at any time during the PAGA Period.

“**PAGA Period**” means the time period from September 7, 2019 through January 12, 2022.

“**PAGA Settlement**” means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On April 29, 2021, Plaintiff commenced a class action lawsuit by filing the Class Action Complaint for Damages in the Riverside County Superior Court, Case No. CVRI2102017. On November 12, 2021, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (“PAGA Notice”). On March 9, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act (“Operative Complaint”). Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and/or pay premium wages in lieu thereof, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code, and conduct that gives rise to penalties under the Private Attorneys General Act (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid minimum and overtime wages, unpaid wages and meal and rest period

premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed TBD as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Reginia Sam as representative of the Class ("Class Representative"), and the following Plaintiff's attorneys as counsel for the Class ("Class Counsel"):

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Janardana Burns
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and PAGA Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total Maximum Settlement Amount is Four Hundred Fifty Thousand Dollars (\$450,000) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees, in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$157,500) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, "Attorneys' Fees and Costs") to Class Counsel; (2) Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff for her services in the Action; (3) the amount of Sixty-Seven Thousand Five Hundred Dollars (\$67,500) allocated toward civil penalties under the Private Attorneys General Act ("PAGA Amount"); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars (\$7,000) to the Settlement Administrator. The PAGA Amount will be distributed 75% to the LWDA (i.e., \$50,625) ("LWDA Payment") and the remaining 25% (i.e., \$16,875) will be distributed to PAGA Employees ("PAGA Employee Amount").

Class Members are eligible to receive payment under the Class Settlement of their proportional share of the Net Settlement Amount ("Individual Settlement Share") based on the number of weeks each Class Member was employed by Defendant as a non-exempt employee in California during the Class Period ("Workweeks") divided by the total number of weeks

worked by all Class Members collectively during the Class Period.

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below).

The estimated average Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]
The estimated highest Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]
The estimated lowest Individual Settlement Share is approximately: \$[estimated average Individual Settlement Share]

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) interest, penalties, and other non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as “Individual Settlement Payment”). The employer’s share of taxes and contributions in connection with the wages portion of the Individual Settlement Shares (“Employer Taxes”) shall be paid by Defendant separately and in addition to the Maximum Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their proportional share of the PAGA Employee Amount (“Individual PAGA Payment”) based on Workweeks during the PAGA Period divided by the total number of weeks worked by all PAGA Employees collectively during the PAGA Period.

The Settlement Administrator has divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each PAGA Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below).

The estimated average Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]
The estimated highest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]
The estimated lowest Individual PAGA Payment is approximately: \$[estimated average Individual PAGA Payment]

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records,

- **From April 29, 2017 through January 12, 2022 (i.e., the Class Period), you are credited as having [] Workweeks.**
- **From September 7, 2019 through January 12, 2022 (i.e., the PAGA Period), you are credited as having [] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit a written letter (“Workweeks Dispute”), which must: (a) contain the case name and number of the Action (*Reginia Sam v. Concordance Healthcare Solutions, LLC*, Case No. CVRI2102017); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (d) attach any documentation that you have to support the dispute; and (e) be submitted

by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked on or before [Response Deadline].

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [redacted].

The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [redacted].

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Release of Claims

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown.

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiff and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims whether known or unknown. Plaintiff does not release any PAGA Employee's claim for wages or damages. However, PAGA Employees who are also Settlement Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims whether known or unknown.

"Released Class Claims" means all claims, causes of action, and theories of relief that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts contained in the Operative Complaint, and all damages, penalties, interest, and other amounts recoverable for said claims, causes of action, and legal theories, arising during the Class Period, including all of the following: failure to pay all regular wages, minimum wages, and overtime wages due; failure to properly calculate the regular rate of pay for payment of overtime wages; failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; failure to pay all wages timely during employment; failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to keep required payroll records; failure to reimburse business expenses; unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; and any other claims based on the facts alleged in the Operative Complaint.

"Released PAGA Claims" means all claims for civil or statutory penalties under the Private Attorneys General Act of 2004, which arose during the PAGA Period and could have been sought by the Labor Commissioner premised on the violations of law identified in Plaintiff's pre-filing letter to the Labor Workforce Development Agency dated November 12, 2021 and only to the extent they are alleged in the Operative Complaint.

"Released Parties" means Defendant and its officers, directors, employees, and agents, and Seneca Medical Holdings, Inc.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$157,500) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been

prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of up to Seven Thousand Five Hundred Dollars (\$7,500) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Award will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars (\$7,000) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

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

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Employees will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a written letter indicating a request to be excluded from the Class Settlement, as described below, or by completing and submitting the enclosed Exclusion Form (both of which are referred to as a “Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the Action (*Reginia Sam v. Concordance Healthcare Solutions, LLC*, Case No. CVRI2102017); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a clear written statement indicating that you seek exclusion from the Class Settlement; and (d) be submitted by mail to the Settlement Administrator at the specified address below, postmarked on or before **[Response Deadline]**.

[Settlement Administrator]
[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on

the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

Class Members may object to the Class Settlement, as long as he or she has not submitted a Request for Exclusion (i.e., Settlement Class Members), by submitting a written objection, as described below, or by completing and submitting the enclosed Objection Form (both of which are referred to as an “Objection”) to the Settlement Administrator.

An Objection must: (a) contain the case name and number of the Action (*Reginia Sam v. Concordance Healthcare Solutions, LLC*, Case No. CVRI2102017); (b) contain the your full name, signature, address, telephone number, and last four (4) digits of your Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be submitted by mail to the Settlement Administrator at the specified address listed in section IV.B. above, postmarked on or before [Response Deadline].

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. Personal appearances and telephonic appearances are an option.

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities:
<https://www.riverside.courts.ca.gov/PublicNotices/COVID-19-Court-Operations.php>

You can find information regarding appearing remotely online at:
<https://www.riverside.courts.ca.gov/PublicNotices/remote-appearances.php>. Please note that there may be deadlines to reserve a telephonic or remote appearance and fees or charges may apply.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Joint Stipulation of Class Action and PAGA Settlement and Release, which is attached as Exhibit [#] to the Declaration of Janardana Burns in Support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement filed on [MPA filing date] and other papers which are on file with the Records Management Division of the Riverside County Superior Court, located at the Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. Some documents and information regarding the Action can also be accessed online for a fee or at a minimal charge at the Riverside County Superior Court’s website (<https://epublic-access.riverside.courts.ca.gov/public-portal/>). To look up and access documents and information on the Court’s systems, you will need to use the case number for the Action (Case No. CVRI2102017).

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT B

Reginia Sam v. Concordance Healthcare Solutions, LLC
Superior Court of California, County of Riverside, Case No. CVRI2102017

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

TBD

[INSERT MAILING ADDRESS]

I request to be excluded from the class action settlement in the matter of *Reginia Sam v. Concordance Healthcare Solutions, LLC*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I understand that, nevertheless, if I am a PAGA Employee, I will still be bound by the settlement and release of the PAGA Released Claims and will be issued an Individual PAGA Payment.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive payment from the Class Settlement), you should not return this form – you do not need to take any action.

EXHIBIT C

Reginia Sam v. Concordance Healthcare Solutions, LLC
Superior Court of California, County of Riverside, Case No. CVRI2102017

OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before **[RESPONSE DEADLINE]**.

TBD

[INSERT MAILING ADDRESS]

I wish to object to the Class Settlement on the following grounds:

[illegible]

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.