

1 AEGIS LAW FIRM, PC
 2 SAMUEL A. WONG, State Bar No. 217104
 3 KASHIF HAQUE, State Bar No. 218672
 4 JESSICA L. CAMPBELL, State Bar No. 280626
 5 KRISTY R. CONNOLLY, State Bar No. 328477
 6 kconnolly@aegislawfirm.com
 7 9811 Irvine Center Drive, Suite 100
 8 Irvine, California 92618
 9 Telephone: (949) 379-6250
 10 Facsimile: (949) 379-6251

11 Attorneys for Plaintiff Demetrius A. Williams, individually,
 12 and on behalf of all others similarly situated.

13 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
 14 A Limited Liability Partnership
 15 Including Professional Corporations
 16 DEREK R. HAVEL, Cal. Bar No. 193464
 17 dhavel@sheppardmullin.com
 18 TYLER J. JOHNSON, Cal. Bar No. 307386
 19 tjjohnson@sheppardmullin.com
 20 CHENXI LU, Cal. Bar No. 334250
 21 ablu@sheppardmullin.com
 22 333 South Hope Street, 43rd Floor
 23 Los Angeles, California 90071-1422
 24 Telephone: 213.620.1780
 25 Facsimile: 213.620.1398

26 Attorneys for Defendants
 27 ADAPTHEALTH, LLC and ADAPTHEALTH
 28 PATIENT CARE SOLUTIONS, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

20 DEMETRIUS A. WILLIAMS, individually,
 21 and on behalf of all others similarly situated,

22 Plaintiffs,

23 v.

24 ADAPTHEALTH, LLC; ADAPTHEALTH
 25 PATIENT CARE SOLUTIONS, LLC; and
 26 DOES 1 through 20, inclusive,

27 Defendant.

Case No. 37-2021-00050071-CU-OE-CTL
 Assigned to: Richard S. Whitney
 Dept. C-66

**STIPULATION AND SETTLEMENT OF
 CLASS ACTION AND PRIVATE
 ATTORNEYS GENERAL ACT
 REPRESENTATIVE CLAIMS**

Complaint Filed: November 29, 2021
 FAC Filed: March 14, 2022
 Trial Date: None Set

1 Subject to final approval by the Court, which counsel and the Parties agree to
2 diligently pursue and recommend in good faith, Plaintiff Demetrius Williams (“Plaintiff”),
3 individually and on behalf of all others similarly situated and alleged aggrieved employees, on the
4 one hand, and Defendants AdaptHealth, LLC and AdaptHealth Patient Care Solutions, LLC
5 (collectively, “Defendant”), on the other hand (collectively, the “Parties” and individually, a
6 “Party”), hereby agree to the following binding settlement of the class and representative action
7 designated Demetrius Williams v. AdaptHealth, LLC, et al., San Diego County Superior Court
8 Case No. 37-2021-00050071-CU-OE-CTL (the “Action”), pursuant to the terms and conditions set
9 forth below (the “Settlement,” “Settlement Agreement” or “Agreement”).

10
11 **I. Definitions.**

12 The following definitions are applicable to this Settlement Agreement. Definitions
13 contained elsewhere in this Settlement Agreement will also be effective:

14 **A. “Action.”**

15 The case entitled Demetrius Williams v. AdaptHealth, LLC, et al., San Diego
16 County Superior Court Case No. 37-2021-00050071-CU-OE-CTL.

17 **B. “Attorneys’ Fees and Costs.”**

18 The attorneys’ fees agreed upon by the Parties and approved by the Court for Class
19 Counsel’s litigation and resolution of the Action, and all costs incurred and to be incurred by Class
20 Counsel in the Action, including, but not limited to, costs associated with documenting the
21 Settlement, providing any notices required as part of the Settlement or Court’s Order, securing the
22 Court’s approval of the Settlement, administering the Settlement, and any expert expenses. Class
23 Counsel will request attorneys’ fees not to exceed one third of the Class Settlement Amount, or
24 \$350,000.00. The costs requested to be reimbursed will not exceed \$20,000.00. The attorneys’
25 fees and costs awarded are subject to the Court’s approval. Such Attorneys’ Fees and Costs shall
26 be paid from the Class Settlement Amount. Class Counsel will be issued an IRS Form 1099 for
27 the Attorneys’ Fees and Costs detailed in this Section and shall be solely and legally responsible
28 for paying all applicable taxes on the payment made pursuant to this Section.

1 **C. “Class Counsel.”**

2 Kashif Hague, Jessica Campbell, and Kristy Connolly of Aegis Law Firm PC shall
3 be appointed Class Counsel upon approval by the Court.

4 **D. “Class List.”**

5 A complete list of all Class Members (as that term is defined below) that Defendant
6 will diligently and in good faith compile from their records and provide to the Settlement
7 Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement.
8 The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include
9 each Class Member’s full name, most recent mailing address, telephone number, Social Security
10 number, dates of employment (*i.e.*, hire date and termination date, if applicable), the total
11 workweeks worked for each Class Member during the Class Period, the total Pay Periods worked
12 for each PAGA Aggrieved Employee during the PAGA Period, and any other relevant information
13 needed to calculate settlement payments.

14 **E. “Class Member(s)” or “Settlement Class.”**

15 All current and former non-exempt employees employed by Defendant in the State
16 of California during the Class Period.

17 **F. “Class Period.”**

18 The period June 4, 2017 through April 30, 2023.

19 **G. “Class Representative Enhancement Payment.”**

20 The amount to be paid to Plaintiff in recognition of his effort and work in
21 prosecuting the Action on behalf of Class Members and for his general release of claims. Subject
22 to the Court granting Final Approval of this Settlement Agreement, Plaintiff will request Court
23 approval of a Class Representative Enhancement Payment of \$7,500 for Plaintiff. Plaintiff will be
24 issued an IRS Form 1099 in connection with his Class Representative Enhancement Payment.
25 Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on this
26 payment and shall hold Defendant harmless from any claim or liability for taxes, penalties or
27 interest arising as a result of the payment. The Class Representative Enhancement Payment will
28 be paid from the Class Settlement Amount and will be in addition to Plaintiff’s Individual

1 Settlement Payment (as that term is defined below) paid pursuant to the Settlement. Defendant
2 makes no representations as to the tax treatment or legal effect of the payment called for herein,
3 and Plaintiff is not relying on any statement or representation by Defendant or its counsel in this
4 regard.

5 **H. “Class Settlement Amount.”**

6 The sum of \$1,050,000.00 to be paid by Defendant in full satisfaction of all claims
7 alleged in and arising from the Action, subject to the escalator clause below. The Class Settlement
8 Amount includes all Individual Settlement Payments to Class Members, the Class Representative
9 Enhancement Payment to Plaintiff, Settlement Administration Costs to the Settlement
10 Administrator, the Labor and Workforce Development Agency Payment, and the Attorneys’ Fees
11 and Costs. Defendant will be responsible for any employer payroll taxes required by law, separate
12 and in addition to the Class Settlement Amount, including the employer FICA, FUTA, and SDI
13 contributions on the wage portion of the Individual Settlement Payments.

14 **I. “Effective Date.”**

15 The date on which the Final Award becomes final. For purposes of this Section,
16 the Final Award “becomes final” only after the Court grants the Motion for Final Approval and
17 enters Final Judgment upon the latter of: (i) if no appeal is filed, the expiration date of the time for
18 the filing or noticing of any appeal from, or other challenge to, the Final Judgment (this time
19 period shall not be less than 60 calendar days after the Notice of Entry of Final Judgment); (ii) if
20 an appeal is filed, the date the Final Judgment is affirmed and becomes final under the California
21 Rules of Court; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Final
22 Judgment or the final dismissal of any proceeding on review of any court of appeal decision
23 relating to the Final Judgment.

1 **J. “Escalator Clause.”**

2 Defendant represents that there are approximately 46,054 weeks worked by Class
3 Members from June 4, 2017 through February 9, 2023. If the actual number of Workweeks
4 increases by more than 10% (i.e., more than 4,605), Defendant, at its option, can either choose to:
5 (1) cut off the end date for the class releases as of the date on which the number of Workweeks
6 reaches 48,356, or (2) increase the Gross Settlement Amount on a proportional basis equal to the
7 percentage increase in number of Workweeks for Class Members above the 10% (i.e., if there was
8 11% increase in the number workdays during the Class Period, Defendant would agree to increase
9 the Gross Settlement Amount by 1%).

10 **K. “Final Approval.”**

11 An Order, entered by the Court, Granting Final Approval of the Settlement.

12 **L. “Final Judgment”**

13 The Judgment entered by the Court, based on Final Approval of the Settlement.

14 **M. “Individual Settlement Payment.”**

15 Each Class Member’s share of the Net Settlement Amount, which shall be
16 distributed to the Class Members, less employee portions of state and federal withholding taxes,
17 including the employee FICA, FUTA and SDI contributions and any other applicable payroll
18 deductions required by law as a result of the payment of the amount allocated to such Class
19 Member as set forth herein.

20 **N. “LWDA Notice.”**

21 The Parties agree that Plaintiff will submit Notice to the Labor and Workforce
22 Development Agency (“LWDA”) of this Settlement along with a copy of this Settlement
23 Agreement on the same day Plaintiff applies to the Court for preliminary approval of the
24 Settlement, and will thereafter submit a copy of any judgment or any other order (*e.g.*, the Final
25 Award) providing for an award of civil penalties in conformity with Labor Code Section 2699(I).

26 **O. “LWDA Payment.”**

27 The amount that the Parties have agreed to pay to the LWDA in connection with
28 the claims asserted under the California Private Attorneys General Act of 2004 (“PAGA”). The

Parties have agreed that \$40,000.00 of the Class Settlement Amount will be allocated to the resolution of any Class Members' claims arising under the PAGA ("PAGA Settlement Amount"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Ten Thousand Dollars and Zero Cents (\$10,000.00) of the PAGA Settlement Amount will be calculated separately from the Net Settlement Amount and added to the Individual Settlement Payment per Paragraph 8.

P. "Net Settlement Amount."

The portion of the Class Settlement Amount remaining after deduction of the approved Class Representative Enhancement Payment, Settlement Administration Costs, PAGA Settlement Amount, and the Attorneys' Fees and Costs.

Q. "Notice of Objection."

A Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include the objector's full name, signature, address, telephone number and a written statement of all grounds for the objection accompanied by legal support, if any, for such objection. The Notice of Objection must be returned by mail or fax to the Settlement Administrator at the specified address or facsimile number and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive means to determine whether a Notice of Objection has been timely submitted.

Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement. Neither the Parties nor their counsel will solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. The Settlement Administrator shall provide counsel for the Parties with complete copies of all objections received, including the date of postmark or fax receipt confirmation for each objection, within five (5)

1 business days of receipt. Class Counsel will provide copies of any objections and supporting
2 documents to the Court at least sixteen (16) court days before the Final Approval Hearing.

3 **R. "Notice Packet"**

4 The document providing Class Members with notice of and information regarding
5 the Action and the Settlement, substantially in the form attached as Exhibit 1, that will be mailed
6 to Class Members' last known addresses.

7 **S. "PAGA Aggrieved Employees."**

8 All current and former non-exempt employees employed by Defendant in the State
9 of California during the PAGA Period.

10 **T. "PAGA Period."**

11 The Period November 29, 2020 through April 30, 2023.

12 **U. "PAGA portion of the settlement."**

13 Divide the number of Pay Periods worked by the PAGA Aggrieved Employee by
14 the total number of Pay Periods worked by all PAGA Aggrieved Employees during the PAGA
15 Period. The resulting percentage shall be applied to \$10,000 to determine the PAGA portion of
16 the settlement for that Class Member who is also a PAGA Aggrieved Employee.

17 **V. "Pay Periods."**

18 A fourteen (14) day period beginning on a Sunday. The start of the pay period
19 coincides with the start of the workday. There are no partial Pay Periods (Pay Periods are
20 integers).

21 **W. "Plaintiff's Released Claims."**

22 Upon the Effective Date, and as a condition of receiving any portion of his Class
23 Representative Enhancement Payment, Plaintiff fully and finally releases the Released Parties
24 from any and all claims, known and unknown, under federal, state and/or local law, statute,
25 ordinance, regulation, common law, or other source of law, including but not limited to claims
26 arising from or related to his employment with Defendant and his compensation while an
27 employee of Defendant. Plaintiff's Released Claims include, but are not limited to, all claims
28 arising from or related to the Action. Plaintiff's Released Claims include all claims for unpaid

1 wages, including, but not limited to, failure to pay minimum wages, straight time compensation,
2 overtime compensation, double-time compensation, and interest; the calculation of the regular rate
3 of pay; missed meal period and rest-period premiums, including failure to pay premiums at the
4 regular rate of compensation; reimbursement for all necessary business expenses; payment for all
5 hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate
6 records; unfair business practices; penalties, including, but not limited to, civil penalties, statutory
7 penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and
8 waiting-time penalties; and attorneys' fees and costs. Plaintiff's Released Claims include all
9 claims arising under the California Labor Code (including, but not limited to, sections 90.5, 201,
10 202, 203, 204, 213, 218.5, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1185,
11 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2699 et seq., 2699.3, 2800, and 2802); all
12 claims arising under: the Wage Orders of the California Industrial Welfare Commission; the
13 California Private Attorneys General Act of 2004 ("PAGA"); California Business and Professions
14 Code section 17200, et seq.; the California Civil Code, to include but not limited to, sections 3287,
15 3336 and 3294; California Code of Civil Procedure § 1021.5; the California common law of
16 contract; the FLSA, 29 U.S.C. § 201, et seq.; federal common law; and the Employee Retirement
17 Income Security Act, 29 U.S.C. § 1001, et seq. ("ERISA"). Plaintiff's Released Claims also
18 include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages,
19 and attorneys' fees and costs arising under federal, state, or local laws for discrimination,
20 harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended)
21 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities
22 Act, the Age Discrimination in Employment Act, and the California Fair Employment and
23 Housing Act; and the law of contract and tort. This release excludes the release of claims not
24 permitted by law.

25 Plaintiff's Released Claims include all claims, whether known or unknown. Even if
26 Plaintiff discovers facts in addition to or different from those that he now knows or believes to be
27 true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
28

1 released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions,
2 rights and benefits of section 1542 of the California Civil Code, which reads:

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

7 **X. “Preliminary Approval.”**

8 The Court’s order granting preliminary approval of the Settlement Agreement.

9 **Y. “Qualified Settlement Account.”**

10 The fund established by the Settlement Administrator pursuant to Internal Revenue
11 Code Section 1.468B-1.

12 **Z. “Released Claims.”**

13 As of the date of the Order Granting Final Approval, all Class Members who do not
14 timely submit a valid Request for Exclusion (as that term is defined below) shall fully and finally
15 release the Released Parties of the Released Claims. All Class Members who worked for
16 Defendant at any time during the PAGA Period, regardless of whether a valid and timely Request
17 For Exclusion is submitted, shall release claims under the Private Attorneys General Act of 2004
18 (“PAGA”). The Released Claims include all claims arising from or related to the facts and claims
19 alleged in the Action, or that could have been raised in the Action based on the facts and claims
20 alleged, as amended. The Class Released Claims include all claims for unpaid wages, including,
21 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
22 compensation, and interest; the calculation of the regular rate of pay; missed meal period and rest-
23 period premiums, including failure to pay premiums at the regular rate of compensation;
24 reimbursement for all necessary business expenses; payment for all hours worked, including off-
25 the-clock work; wage statements; deductions; failure to keep accurate records; unfair business
26 practices; penalties, including, but not limited to, civil penalties, statutory penalties, recordkeeping
27 penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and
28 attorneys’ fees and costs; all claims related to the Released Claims which are asserted in the

1 Complaint or which could have been asserted based on the factual allegations pled in the
2 Complaint arising under: the California Labor Code (including, but not limited to, sections 201,
3 202, 203, 204, 218.5, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197,
4 1197.1, 1198, and 2802), the Wage Order 5-2001 of the California Industrial Welfare
5 Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California
6 Business and Professions Code section 17200, *et seq.* This release excludes the release of claims
7 not permitted by law.

8 **AA. “Released Parties.”**

9 Defendant (which explicitly includes AdaptHealth, LLC and AdaptHealth Patient
10 Care Solutions, LLC), and each of its past, present and future agents, employees, servants,
11 officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys,
12 parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships,
13 divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint
14 venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-
15 employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of
16 their respective past, present and future employees, directors, officers, agents, attorneys,
17 stockholders, fiduciaries, parents, subsidiaries, and assigns.

18 **BB. “Request for Exclusion.”**

19 A notice submitted by a Class Member requesting to be excluded from the
20 Settlement. For the Request for Exclusion to be valid, it must include the Class Member’s full
21 name, signature, address, telephone number and a written statement requesting to be excluded
22 from this Settlement. The Request for Exclusion must be returned by mail or fax to the Settlement
23 Administrator at the specified address or facsimile number and postmarked or faxed on or before
24 the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive
25 means to determine whether a Request for Exclusion has been timely submitted. A Class Member
26 who does not submit a timely and valid Request for Exclusion from the Settlement will be deemed
27 a Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is
28 granted Final Approval by the Court.

1 **CC. “Response Deadline.”**

2 The deadline by which Class Members must mail or fax to the Settlement
3 Administrator valid Requests for Exclusion, Notices of Objection to the Settlement, or workweek
4 amount disputes. The Response Deadline will be forty-five (45) calendar days from the initial
5 mailing of the Notice Packet by the Settlement Administrator, unless the 45th day falls on a
6 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day
7 on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion,
8 Notices of Objection, or gross payroll amount disputes will be extended fifteen (15) calendar days
9 for any Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless
10 the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
11 extended to the next day on which the U.S. Postal Service is open. The Response Deadline may
12 also be extended by express agreement between Class Counsel and Defendant. Under no
13 circumstances, however, will the Settlement Administrator have the authority to unilaterally
14 extend the deadline for Class Members to submit a Request for Exclusion, Notice of Objection to
15 the Settlement, or gross payroll disputes.

16 **DD. “Settlement Administrator.”**

17 Phoenix Settlement Administrators shall be the third-party class action Settlement
18 Administrator as agreed to by the Parties and approved by the Court for the purposes of
19 administering this Settlement. The Parties each represent that they do not have any financial
20 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
21 Administrator that could create a conflict of interest.

22 **EE. “Settlement Administration Costs.”**

23 The costs payable from the Class Settlement Amount to the Settlement
24 Administrator for administering this Settlement, including, but not limited to, printing,
25 distributing, and tracking documents for this Settlement, calculating estimated amounts per Class
26 Member, tax reporting, distributing the Class Settlement Amount, and providing necessary reports
27 and declarations, and other duties and responsibilities set forth herein to process this Settlement
28 Agreement, and as requested by the Parties. The Settlement Administration Costs will be paid

1 from the Class Settlement Amount, including, if necessary, any such costs in excess of the amount
2 represented by the Settlement Administrator as being the maximum costs necessary to administer
3 the Settlement, which are anticipated to be no greater than \$10,000. To the extent actual
4 Settlement Administration Costs are greater than \$10,000, such excess amount will be deducted
5 from the Class Settlement Amount, subject to the Court's approval.

6 **FF. "Workweek."**

7 A Workweek refers to any calendar week (i.e., a week beginning with Sunday and
8 ending with Saturday) during the Class Period, in which a Class Member was engaged in any
9 productive work activity for which they were paid as a non-exempt employee, not including paid
10 time off or leaves of absence.

11 **II. Funding of the Class Settlement Amount.**

12 1. Within five (5) calendar days from the Effective Date of the Settlement, Defendant will
13 deposit the Class Settlement Amount and an amount sufficient to satisfy the employer payroll taxes
14 required by law into a Qualified Settlement Account to be established by the Settlement Administrator.
15 Within fourteen (14) calendar days of the full funding of the Settlement, the Settlement Administrator will
16 issue payments to: (a) Class Members; (b) the LWDA; (c) Plaintiff; and (d) Class Counsel. The
17 Settlement Administrator will also issue a payment to itself for Court-approved services performed in
18 connection with the Settlement. Defendant has no obligation to deposit such funds prior to the deadlines
19 set forth herein.

20 **III. Attorneys' Fees and Costs.**

21 2. Defendant agrees not to oppose or impede any application by Class Counsel for attorneys'
22 fees of not more than one third of the Class Settlement Amount, or \$350,000.00, and for the reimbursement
23 of costs and expenses associated with Class Counsel's litigation and settlement of the Action not to exceed
24 \$20,000.00. No counsel shall be entitled to attorneys' fees or costs for work performed in the Action other
25 than as provided in this Settlement Agreement. The instant Settlement Agreement is the exclusive means
26 for recovery of attorneys' fees and costs incurred in the Action by any attorney, law firm and/or other legal
27 services provider.

28

1 **IV. Class Representative Enhancement Payment.**

2 3. Defendant agrees not to oppose or impede any application or motion for Class
3 Representative Enhancement Payment in the amount of up to \$7,500.00 for Plaintiff. Plaintiff will be
4 solely and legally responsible to pay any and all applicable taxes on the payment made pursuant to this
5 Section and will indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or
6 interest arising as a result of the payment.

7 **V. Settlement Administration Costs.**

8 4. The Settlement Administrator will be paid for the reasonable costs of administration of the
9 Settlement and distribution of payments from the Class Settlement Amount, which are currently estimated
10 to be \$10,000.00.

11 5. The Parties hereby acknowledge that the Settlement Administration Costs may increase
12 above the current estimate of \$10,000.00 and that any such additional Settlement Administration Costs that
13 are approved by the Parties' counsel and the Court shall be taken out of the Class Settlement Amount.

14 **VI. Labor and Workforce Development Agency Payment.**

15 6. Subject to Court approval, the Parties agree that \$40,000.00 of the Class Settlement
16 Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims (the "PAGA
17 Settlement Amount"). Per Labor Code § 2699(i), seventy-five percent (75%) of the PAGA Settlement
18 Amount, or \$40,000, will be paid to the LWDA and twenty-five percent (25%) or \$10,000 of the PAGA
19 Settlement Amount will be paid to PAGA Aggrieved Employees.

20 **VII. Net Settlement Amount.**

21 7. The Net Settlement Amount and \$10,000 of the PAGA Settlement Amount will be used to
22 satisfy Individual Settlement Payments to Class Members from the Settlement Class in accordance with the
23 terms of this Settlement.

24 **VIII. Individual Settlement Payment Calculations.**

25 8. To determine the Individual Settlement Payment for each Participating Settlement Class
26 Member, the Settlement Administrator will:

27 8(a) Divide the number of Workweeks for each Class Member by the total number
28

1 of Workweeks for all Class Members during the Class Period. The resulting
2 percentage shall be applied to the Net Settlement Fund to determine the
3 Individual Settlement Payment for that Participating Settlement Class
4 Member.

5 8(b) Add the PAGA portion of the settlement for Class Members who are also
6 PAGA Aggrieved Employees, regardless if the Class Members opt-out.

7 8(c) For taxation purposes, the Individual Settlement Payment to each Class
8 Member shall be allocated seventy-five percent (75%) to penalties and interest
9 to be paid as one check and reported on a 1099 Form; and twenty-five percent
10 (25%) to wages to be paid as another check and reported on a W-2 Form.

11 8(d) The Settlement Administrator shall determine the eligibility for, and the
12 amounts of, any Individual Settlement Payments under the terms of this
13 Settlement Agreement.

14 9. The Individual Settlement Payments made to Class Members under this Settlement, and
15 any other payments made pursuant to this Settlement, will not be utilized to calculate any additional
16 benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to,
17 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
18 plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
19 affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit
20 plans.

21 **IX. Settlement Administration Process.**

22 10. The Parties agree to cooperate in the administration of the Settlement and to make all
23 reasonable efforts to control and minimize the costs and expenses incurred in administration of the
24 Settlement. The Settlement Administrator will provide the following services:

- 25 a. Establish and maintain a Qualified Settlement Account.
- 26 b. Calculate the Individual Settlement Payment each Class Member is eligible to
27 receive.
- 28 c. Print and mail the Notice Packet.

- 1 d. Establish and maintain a toll-free information telephone support line to assist Class
2 Members who have questions regarding the Notice Packet.
- 3 e. Conduct additional address searches for mailed Notice Packets that are returned as
4 undeliverable.
- 5 f. Process Requests for Exclusion, calculate Class Members' Individual Settlement
6 Payment, field inquiries from Class Members, and administer any Requests for
7 Exclusion. This service will include settlement proceed calculation, printing and
8 issuance of Individual Settlement Payment Checks, and preparation of IRS W-2
9 and 1099 Tax Forms. Basic accounting for and payment of employee tax
10 withholdings and forwarding all payroll taxes and penalties to the appropriate
11 government authorities will also be included as part of this service.
- 12 g. Issuing to Plaintiff, Class Members, and Plaintiff's Counsel any W-2, 1099, or
13 other tax forms as may be required by law for all amounts paid pursuant to this
14 Settlement.
- 15 h. Provide declarations and/or other information to the Court as requested by the
16 Parties and/or the Court.
- 17 i. Provide weekly status reports to counsel for the Parties.
- 18 11. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the
19 Class List to the Settlement Administrator.
- 20 12. Within fourteen (14) calendar days after receiving the Class List from Defendant, the
21 Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail,
22 using the last known mailing addresses identified in the Class List.
- 23 13. Prior to mailing, the Settlement Administrator will perform a search based on the National
24 Change of Address Database for information to update and correct any known or identifiable address
25 changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the
26 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
27 affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice
28 Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to

1 determine the correct address using a skip-trace, or other search using the name, address and/or Social
2 Security number of the Class Member involved, and will then perform a single re-mailing. If after skip-
3 trace, or other search, no better address is determined, the Settlement Administrator will re-mail to the
4 original address. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or
5 by request, will have an additional fifteen (15) calendar days to postmark or fax a Request for Exclusion,
6 payment dispute or Notice of Objection to the Settlement.

7 14. All Class Members will be mailed a Notice Packet containing the forms attached as
8 Exhibit 1 as approved by the Court.

9 15. Class Members will have an opportunity to dispute the information provided in their
10 Notice Packets. To the extent Class Members dispute the information used from Defendant's records to
11 calculate their Individual Settlement Payment or the amount of their Individual Settlement Payment, Class
12 Members may produce evidence to the Settlement Administrator showing that such information is
13 inaccurate. Absent evidence rebutting Defendant's records, Defendant's records will be presumed
14 determinative. However, if a Class Member produces evidence to the contrary, the Settlement
15 Administrator will evaluate the evidence submitted by the Class Member and will make the final decision
16 as to the Individual Settlement Payment to which the Class Member may be entitled. The payment dispute
17 must be returned by mail or fax to the Settlement Administrator at the specified address or facsimile
18 number and postmarked or faxed on or before the Response Deadline. The date of the postmark or fax
19 receipt confirmation will be the exclusive means to determine whether a payment dispute has been timely
20 submitted. All such disputes are to be resolved not later than fourteen (14) calendar days after the
21 Response Deadline.

22 16. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
23 Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Settlement
24 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope or
25 the fax receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has
26 been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who
27 will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely
28 submitted. Any Class Member who does not affirmatively opt out of the Settlement Agreement by

1 submitting a timely and valid Request for Exclusion will be bound by all its terms, including those
2 pertaining to the Released Claims. Class members shall not be able to exclude themselves from the PAGA
3 portion of this settlement, and Class Members who are also PAGA Aggrieved Employees shall receive
4 their PAGA portion of the settlement even if they submit a timely and valid Request for Exclusion of the
5 class action settlement.

6 17. Objections. Class Members who do not submit a Request for Exclusion may object to this
7 Settlement as explained in the Notice Packet by filing a written objection with the Settlement Administrator
8 (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all
9 such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel
10 shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless
11 an untimely objection is filed within ten (10) days of the Motion for Final Approval, in which case Class
12 Counsel and Defendant's counsel shall have ten (10) days to respond. To be valid, any objection must: (1)
13 contain the objecting Class Member's full name and current address, as well as contact information for any
14 attorney representing the objecting Class Member for purposes of the objection; (2) include all objections
15 and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence,
16 declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline.

17 18. Defective Submissions. If a Class Member's dispute regarding the Individual Settlement
18 Payment, Objection or Request for Exclusion is defective as to the requirements listed herein, that Class
19 Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the
20 Class Member a cure letter within three (3) business days of receiving the defective submission to advise
21 the Class Member that his or her submission is defective and that the defect must be cured to render the
22 Objection or Request for Exclusion valid. The Class Member will have until the later of (a) the Response
23 Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to
24 postmark or fax a revised Objection or Request for Exclusion.

25 **X. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

26 19. Defendant's Option to Nullify the Settlement Agreement. If seven percent (7%) or more
27 of the Class Members opt out of the Settlement, Defendant, in its sole discretion, shall have the option of
28 nullifying the Settlement Agreement. Defendant must exercise this option by providing written notice to

1 Plaintiff's counsel within 15 calendar days of being notified by the Settlement Administrator that seven
2 percent or more of the Class Members opted out of the Settlement. If Defendant exercises this option, the
3 Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective
4 statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall
5 proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already
6 incurred by the Settlement Administrator shall be paid by Defendant due to its sole election to nullify the
7 Agreement.

8 20. Automatic Nullification of the Settlement Agreement. In the event the Court does not
9 enter Preliminary Approval and Final Approval, approving the release of the Released Claims against the
10 Released Parties specified herein, this Settlement Agreement shall be null and void. The Stipulations and
11 Recitals contained herein shall be of no force or effect, and shall not be treated as an admission by the
12 Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement
13 Agreement shall be returned to their respective statuses as of the date and time immediately prior to the
14 execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement
15 Agreement had not been executed, except that any fees already incurred by the Settlement Administrator
16 shall be paid equally by both Parties.

17 **XI. Certification Reports Regarding Individual Settlement Payment Calculations.**

18 21. The Settlement Administrator will provide Defendant's counsel and Class Counsel a
19 weekly report, which certifies: (a) the number of Class Members who have submitted valid Requests for
20 Exclusion; (b) any objections submitted to the Settlement along with a copy of any such objection; and (c)
21 whether any Class Member has submitted a challenge to any information contained in his/her Notice
22 Packet. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated
23 reports regarding the administration of the Settlement Agreement as needed or requested.

24 22. Uncashed Settlement Checks. Any checks issued by the Settlement Administrator to Class
25 Members will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180)
26 calendar days from the date of mailing, the checks shall become null and void, and any monies remaining
27 in the distribution account shall be distributed to the Controller of the State of California to be held pursuant
28 to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement

1 Class members who did not cash their checks until such time that they claim their property. The Settling
2 Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code §
3 384, as the entire Settlement Payment will be paid out to Settlement Class members, whether or not they all
4 cash their Settlement Checks.

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

8 **XII. Tax Treatment of Individual Settlement Payment.**

9 All Individual Settlement Payments will be allocated as follows: twenty-five percent
10 (25%) of each Individual Settlement Payment will be allocated as wages and seventy-five percent
11 (75%) will be allocated as non-wages, including penalties and interest. The portion allocated to
12 wages will be reported on an IRS Form W-2 and the portions allocated to non-wages will be
13 reported on an IRS Form-1099 by the Settlement Administrator. The Gross Individual Settlement
14 Payments will be reduced by any required legal deductions for each Class Member. All standard
15 employee payroll deductions will be made for state and federal withholding taxes, including any
16 other applicable payroll deductions owed by the Class Members as a result of the Wage
17 Component, resulting in a net wage component. The Settlement Administrator will issue a check
18 and W-2 Form to each Class Member for the wage component. No withholding shall be made on
19 the penalty portions of the Gross Individual Settlement Payment. The Settlement Administrator
20 will issue a second check and IRS Form-1099 for the remaining penalty component. The
21 Settlement Administrator shall be responsible for issuing the payments and calculating and
22 withholding all required state and federal taxes. The Settlement Administrator shall determine the
23 eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this
24 Settlement Agreement. Any disputes not resolved by the Settlement Administrator concerning the
25 administration of the Settlement will be resolved by the Court, under the laws of the State of
26 California. Prior to any such involvement of the Court, counsel for the Parties will confer in good
27 faith to resolve the dispute without the necessity of involving the Court.

1 **XIII. Administration of Taxes by the Settlement Administrator.**

2 24. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of
3 the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement,
4 representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiff and
5 Class Members understand and agree they will be solely responsible for the payment of their share of any
6 taxes and penalties assessed on the payments described herein.

7 25. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
8 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
9 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
10 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
11 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
12 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
13 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
14 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
15 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,
16 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
17 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
18 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
19 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
20 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
21 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
22 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
23 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
24 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
25 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
26 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
27 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
28

1 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
2 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

3 **XIV. Release by Class Members.**

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

8 27. It is the desire of Plaintiff, Class Members (except those who exclude themselves from the
9 Settlement), and Defendant to fully, finally, and forever settle, compromise, and discharge the Released
10 Claims. Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights
11 or claims as may be created by this Settlement Agreement, the Class Members shall fully release and
12 discharge the Released Parties from any and all Released Claims for the entire Class Period. This release
13 shall be binding on all Class Members who have not timely submitted a valid and complete Request for
14 Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives,
15 guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who
16 shall have no further or other liability or obligation to any Class Member with respect to the Released
17 Claims, except as expressly provided herein. Class members shall not be able to exclude themselves from
18 the PAGA portion of this settlement, and Class Members who are also PAGA Aggrieved Employees shall
19 receive their PAGA portion of the settlement even if they opt-out of the class action settlement.

20 **XV. Preliminary Approval Hearing.**

21 28. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the
22 Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification of
23 the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement
24 Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing.

25 29. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
26 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit
27 this Settlement Agreement and will include the proposed Notice Packet.
28

30. Class Counsel will be responsible for drafting all documents necessary to obtain Preliminary Approval, subject to review and comment by Defendant's counsel.

XVI. Final Settlement Approval Hearing and Entry of Judgment.

31. Upon expiration of the Response Deadline, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the LWDA Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment; and (e) all Settlement Administration Costs.

32. The Final Approval/Settlement Fairness Hearing will be held no later than forty-five (45) calendar days after the Response Deadline.

33. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval, subject to review and comment by Defendant's counsel. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs application to be heard at the Final Approval/Settlement Fairness Hearing. Any failure by the Court to fully and completely approve the Settlement Agreement will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement, being nullified and voided.

34. In conjunction with Final Approval, the Court shall enter Final Judgment consistent with the terms of this Agreement.

XVII. Judgment and Continued Jurisdiction.

35. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

XVIII. Other Provisions.

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

1 37. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
2 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
3 may be deemed binding on the Parties.

4 38. Amendment or Modification. This Settlement Agreement may be amended or modified
5 only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved
6 by the Court.

7 39. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
8 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
9 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
10 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
11 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
12 use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach
13 agreement on the form or content of any document needed to implement the Settlement, or on any
14 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
15 may seek the assistance of Gig Kyriacou (mediator) to resolve such disagreement.

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

18 41. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
19 be governed by and interpreted according to the laws of the State of California.

20 42. Execution and Counterparts. This Settlement Agreement is subject only to the execution
21 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
22 executed counterparts and each of them, including facsimile, scanned copies of the signature page, and
23 electronic signatures (e.g., DocuSign), will be deemed to be one and the same instrument.

24 43. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
25 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
26 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all
27 relevant factors, present and potential. The Parties further acknowledge that they are each represented by
28

1 competent counsel and that they have had an opportunity to consult with their counsel regarding the
2 fairness and reasonableness of this Settlement.

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

7 45. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
8 certification for purposes of this Settlement only; except, however, that either Party may appeal any Court
9 order that materially alters the Settlement Agreement's terms.

10 46. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
11 class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved,
12 the stipulation to certification will be void. The Parties further agree that certification for purposes of the
13 Settlement is not an admission that class action certification is proper under the standards applied to
14 contested certification motions and that this Settlement Agreement will not be admissible in this or any
15 other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to
16 Plaintiff or any Class Member, other than according to the Settlement's terms.

17 47. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
18 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation.
19 In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has
20 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any
21 statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or
22 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
23 conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or
24 provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession
25 by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in
26 a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms
27 and provisions shall not be offered or received as evidence in any action or proceeding to establish any
28 liability or admission on the part of Defendant or to establish the existence of any condition constituting a

1 violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does
2 not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California
3 Evidence Code Section 1152.

4 48. Captions. The captions and section numbers in this Settlement Agreement are inserted for
5 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
6 provisions of this Settlement Agreement.

7 49. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
8 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
9 a further waiver by such party of the same or any other condition, covenant, right or remedy.

10 50. Enforcement Action. If one or more of the Parties institutes any legal action or other
11 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights
12 and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the
13 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
14 connection with any enforcement actions.

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

20 52. Representation by Counsel. The Parties acknowledge that they have been represented by
21 counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this
22 Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.
23 Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement
24 Agreement.

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

27
28

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

4 55. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue any
5 press release or announcement of any kind related in any way to the Settlement. Plaintiff and Class
6 Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written or
7 electronic (including the world wide web), to say the Class Action has been resolved and that Plaintiff and
8 Class Counsel are satisfied with the Settlement terms. Nothing in this Section is intended to interfere with
9 Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but
10 not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as
11 required under counsel's duties and responsibilities as Class Counsel. This Settlement shall not be
12 advertised or mentioned on any source, including Plaintiff's Counsel's personal or firm website. However,
13 Class Counsel may include publicly-available information in their declarations describing their
14 qualifications as counsel in other cases.

15 56. Binding Agreement. The Parties warrant that they understand and have full authority to
16 enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all
17 Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
18 notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state
19 law. Plaintiff, and not his respective representative(s), must personally execute this Settlement Agreement.
20 An authorized officer of Defendant must execute this Settlement Agreement on behalf of Defendant. This
21 Memorandum shall become binding and enforceable pursuant to California Code of Civil Procedure
22 section 664.6.

23
24 *The Settlement Agreement consists of 27 pages and signatures on the following page.*
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Dated: 4/11/2023 | 11:52 AM PDT

DocuSigned by:
Demetrius Williams
384D749E0B2C47B...

Demetrius Williams

AdaptHealth, LLC

Dated: _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

AEGIS LAW FIRM, PC

Dated: 4/11/2023



KASHIF HAQUE
KRISTY CONNOLLY
Attorneys for Plaintiff
DEMETRIUS WILLIAMS

**SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP**

Dated: _____

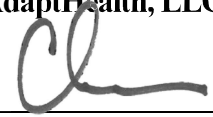
DEREK R. HAVEL
Attorneys for Defendants
ADAPTHEALTH, LLC and
ADAPTHEALTH PATIENT CARE
SOLUTIONS, LLC

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Dated: _____

Demetrius Williams

AdaptHealth, LLC



Dated: _____

Christopher Joyce, General Counsel
Please Print Name of Authorized Signatory

APPROVED AS TO FORM

AEGIS LAW FIRM, PC

Dated: _____

KASHIF HAQUE
KRISTY CONNOLLY
Attorneys for Plaintiff
DEMETRIUS WILLIAMS

**SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP**

Dated: April 11, 2023



DEREK R. HAVEL
Attorneys for Defendants
ADAPTHEALTH, LLC and
ADAPTHEALTH PATIENT CARE
SOLUTIONS, LLC