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Attorneys for Plaintiff Frederick Simmonds, individually,
and on behalf of all others similarly situated.

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

FREDERICK SIMMONDS, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

TRIAGE PARTNERS CA, LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. CIVSB 2212599

Assigned for all purposes to:

Hon. David Cohn

Dept. S-26

JOINT STIPULATION OF SETTLEMENT

TREDWAY, LUMSDAINE & DOYLE LLP

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Attorneys for Defendant TRIAGE PARTNERS CA, LLC

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Frederick Simmonds (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendant Triage Partners CA, LLC
8 (“Triage Partners” or “Defendant”), on the other hand. Named Plaintiff and Defendant collectively
9 are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Two Hundred Fifty Thousand
12 Dollars and zero cents (\$250,000.00) as provided in Section 3.06(a) below (“Gross Settlement
13 Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth
14 herein, including but not limited to, a release of all claims by Named Plaintiff and the Class Members
15 as set forth herein.

16 ARTICLE I

17 DEFINITIONS

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

20 a. “Action” means the action described as follows: *Frederick Simmonds, individually*
21 *and on behalf of all others similarly situated v. Triage Partners CA, LLC; and DOES 1 through 20,*
22 *inclusive,”* Case No. CIVSB2212599, commenced on June 16, 2022, in the Superior Court of the
23 State of California for the County of San Bernardino and containing the following Causes of Action:

24 Failure to Pay Minimum Wages;

25 Failure to Pay Overtime Wages;

26 Failure to Provide Meal Periods;

27 Failure to Permit Rest Breaks;

28 Failure to Reimburse Business Expenses;

1 Failure to Provide Accurate Itemized Wage Statements;
2 Failure to Pay Wages Timely During Employment;
3 Failure to Pay All Wages Due Upon Separation of Employment;
4 Violation of Business and Professions Code §§ 17200, et seq; and
5 Enforcement of Labor Code § 2698 et seq.

6 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
7 Exhibit(s).

8 c. “Class” means all current and former non-exempt employees who are or were
9 employed by Defendant in California at any time during the Class Period.

10 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:
11 AEGIS LAW FIRM, PC
12 Kashif Haque
13 Samuel A. Wong
14 Jessica L. Campbell
15 Namrata Kaur
16 9811 Irvine Center Drive, Suite 100
17 Irvine, California 92618
18 Telephone: (949) 379-6250
19 Facsimile: (949) 379-6251

20 e. “Class List” means a list based on Defendant’s business records that identifies each
21 Class Member’s name, last known home or mailing address, Social Security number or, as
22 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying
23 Workweeks worked during the Class Period.

24 f. “Class Member(s)” means all members of the Class.

25 g. “Class Period” means June 16, 2018 until January 17, 2023.

26 h. “Court” means the California Superior Court for the County of San Bernardino, where
27 the Action is currently pending.

28 i. “Date of Finality” means the later of the following: (1) the date the Final Order is
signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or
other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10)

1 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes
2 final.

3 j. “Defendant” means Defendant Triage Partners CA, LLC

4 k. “Defense Counsel” means counsel for Defendant:

5 l. **TREDWAY, LUMSDAINE & DOYLE LLP**

6 Shannon Marie Jenkins

7 2010 Main Street, Suite 1000

8 Irvine, California 92614

9 Telephone: (909)756-0684

10 Facsimile: (866) 298-9254

11 m. “Disposition” means the method by which the Court approves the terms of the
12 Settlement and retains jurisdiction over its enforcement, implementation, construction,
13 administration, and interpretation.

14 n. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
15 formal court order signed by the Court following the Final Fairness and Approval Hearing in
16 accordance with the terms herein, approving this Agreement.

17 o. “Gross Settlement Amount” means Two Hundred Fifty Thousand Dollars and zero
18 cents (\$250,000.00) to be paid by Defendant as provided by this Agreement to settle this Action. All
19 payments to the Class, administration costs, attorney’s fees and costs, and Incentive Awards,
20 pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer’s
21 share of payroll taxes arising from the payments made under this settlement shall be paid by
22 Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement
23 Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross
24 Settlement Amount shall revert to Defendant.

25 p. “Incentive Awards” means a monetary amount of up to Five Thousand Dollars
26 (\$5,000.00) for the Named Plaintiff, subject to Court approval, in recognition of his effort and work
27 in prosecuting the Action on behalf of Class Members, and for the general release of claims.

28 q. “Individual Settlement Payment(s)” means each Participating Class Member’s
respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
by the calculations provided in this Agreement.

1 r. “LWDA” means The State of California Labor and Workforce Development Agency.

2 s. “LWDA Payment” means 75% of the \$20,000 allocated to the settlement of PAGA

3 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of
4 this Agreement, as provided for below.

5 t. “Motion for Final Approval” means Plaintiffs’ submission of a written motion,
6 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
7 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
8 to enter a Final Order in this Action.

9 u. “Motion for Preliminary Approval” means Plaintiffs’ submission of a written motion,
10 including any evidence as may be required for the Court to grant preliminary approval of the
11 Settlement as required by Rule 3.769 of the California Rules of Court.

12 v. “Named Plaintiff” means Frederick Simmonds.

13 w. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
14 administration costs, Class Counsels’ attorney’s fees and costs, Incentive Awards, and LWDA
15 Payment, pursuant to Section 3.06(a)-(f) below.

16 x. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
17 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
18 to Section 3.04(b) below.

19 y. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form
20 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

21 z. “PAGA” means the California Private Attorneys General Act of 2004, which is
22 codified in California Labor Code §§ 2698 *et seq.*

23 aa. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
24 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
25 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000), subject to Court
26 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
27 remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
28 Members.

bb. "PAGA Group Members" means all Class Members employed by Defendant at any time between June 16, 2021 to January 17, 2023 ("PAGA Period").

cc. "Participating Class Member(s)" is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment.

dd. "Preliminary Approval Date" means the date the Court preliminarily approves the Settlement embodied in this Agreement.

ee. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members.

ff. "Qualifying Workweeks" means the number of weeks that Class Members worked for Defendant as non-exempt employees during the Class Period.

gg. "Released Parties" means Defendant Triage Partners, CA, LLC, and past, present and/or future officers, directors, shareholders, employees, agents, payroll service providers, operators, principals, owners, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, successors and predecessors in interest, subsidiaries, affiliates, members, divisions, fiduciaries, trustees, partners, shareholders, investors, benefit plans, parents and attorneys, if any.

hh. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion or written notices of objection. The Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

ii. "Settlement Administration Costs" means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement

5 jj. “Settlement Administrator” means Phoenix Settlement Administrators, Inc., which
6 the Parties have agreed will be responsible for the administration of the Individual Settlement
7 Payments to be made by Defendant from the Gross Settlement Amount and related matters under
8 this Agreement.

CONTINGENT NATURE OF THE AGREEMENT

2 Because the Parties have stipulated to the certification of the Class with respect to all causes
3 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
4 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
5 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
6 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
7 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
8 of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to
9 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
10 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
11 Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned
12 to their positions with respect to the Action as if the Agreement had not been entered into. In the
13 event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving
14 certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall
15 not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in
16 this Agreement, the fact that Defendant did not oppose the certification of a Class under this
17 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used
18 or cited thereafter by any person or entity, including in any manner whatsoever, including without

1 limitation any contested proceeding relating to the certification of any class. If the Date of Finality
2 does not occur, this Agreement shall be deemed null and void, shall be of no force or effect
3 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly
4 reserves the right to challenge the propriety of class certification in the Action for any purpose, if the
5 Date of Finality does not occur.

6 The Parties and their respective counsel shall take all steps that may be requested by the Court
7 relating to the approval and implementation of this Agreement and shall otherwise use their
8 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
9 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
10 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
11 resolution, the Parties agree to seek the assistance of mediator Jill R. Sperber to resolve the dispute.

12 **ARTICLE III**

13 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

14 The procedure for obtaining Court approval of and implementing this Agreement shall be as
15 follows:

16 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

17 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
18 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
19 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
20 Approval Date."

21 **Section 3.02: The Settlement Administrator**

22 The Parties have chosen Phoenix Settlement Administrators, Inc. to administer this
23 Settlement and to act as the Settlement Administrator, including but not limited to distributing and
24 responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs,
25 calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the
26 Individual Settlement Payment checks and distributing them to Participating Class Members,
27 establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees
28 and costs, the Incentive Award checks to Named Plaintiff, and the employer payroll taxes to the

appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

Section 3.03: Notice to Class Members

No later than five (5) business days after the Preliminary Approval Date, Defendant will provide the Settlement Administrator with a “Class List” in electronic format based on its business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, their dates of employment and weeks worked during the Class Period.

Within ten (10) business days of receiving a Class List from Defendant, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall

1 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
2 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
3 Members shall not be required to submit claim forms in order to receive a proportional share of the
4 Net Settlement Amount.

5 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
6 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
7 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
8 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
9 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
10 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
11 that reasonable means be used to locate Class Members and that the Settlement Administrator be
12 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
13 Individual Settlement Payments to all Participating Class Members.

14 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
15 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
16 status report provided to the Parties.

17 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
18 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
19 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
20 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
21 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
22 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
23 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
24 procedures set forth in Section 3.06(g) below.

25 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
26 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
27 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
28

1 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
2 exclusion and objections that the Settlement Administrator received.

3 **Section 3.04: Responses to Notice**

4 **a. Class Member Disputes**

5 If any Class Member disagrees with Defendant's records as to his or her Qualifying
6 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
7 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
8 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
9 supporting documentation. The Notice will also provide a method for the Class Member to challenge
10 the employment data on which his or her Individual Settlement Payment is based. The Settlement
11 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
12 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the
13 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on
14 the information provided to it.

15 **b. Requests for Exclusion from Class**

16 In order for any Class Member to validly exclude himself or herself from the Class and this
17 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
18 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
19 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
20 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
21 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
22 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
23 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
24 conclusively determined according to the records of the Settlement Administrator. Any Class
25 Member who timely and validly requests exclusion from the Class and this Settlement will not be
26 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
27 Agreement, and will not have any right to object, appeal, or comment thereon.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

Should the number of opt-outs or requests for exclusion equal or exceed ten Percent (10%), the monetary settlement terms of this Agreement shall be null and void and the Parties shall return to settlement discussions to renegotiate those terms.

c. Objections to Settlement

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

d. Encouragement of Class Members

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

e. Right of Plaintiff to Adjust Gross Settlement Amount

Defendant has estimated the number of Class Members as approximately 200. If the number of workweeks exceeds 10,230 by more than 5%, the GSA will increase pro rata per additional class

1 member or additional workweek, whichever is greater. In the event the number of workweeks
2 increases by ten percent (10%) or more (or, 11,253 workweeks), Defendant shall have the sole right
3 to either accept the increase to the GSA or cut off the class period on the day the workweeks reach
4 11,253.

5 **Section 3.05: Final Fairness and Approval Hearing**

6 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
7 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
8 and determine whether the Court should give it final approval, and (2) consider any objections made
9 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
10 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
11 Proposed Final Order Approving Settlement of Class Action.

12 **Section 3.06: Settlement Payment Procedures**

13 **a. Settlement Amount**

14 In exchange for the Released Claims set forth in this Agreement, and the class representative's
15 separate, signed individual waiver and release of all claims, Defendant agrees to pay the Gross
16 Settlement Amount in the amount of Two Hundred Fifty Thousand Dollars and Zero Cents
17 (\$250,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The
18 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
19 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
20 Amount, and the Incentive Payments.

21 Within ten (10) calendar days after the Court signs the Final Order, Defendant shall transfer
22 the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes, as set forth
23 herein, into a QSF established by the Settlement Administrator either directly or by sending the funds
24 to the Settlement Administer to be deposited and distributed. The Settlement Administrator will use
25 these funds to fund payment of the Individual Settlement Payments to Participating Class Members,
26 Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, and the
27 Settlement Administration Costs.

1 Within ten (10) calendar days after receiving Defendants' final payment, funding the Gross
2 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
3 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
4 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
5 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
6 search based on the National Change of Address Database to update and correct for any known or
7 identifiable address changes.

8 **b. Payment of Attorneys' Fees and Costs**

9 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
10 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Eighty-
11 Three Thousand, Three Hundred Thirty-Three and Thirty-Three Cents (\$83,333.33). Class Counsel
12 shall submit an application for an award of costs not to exceed Fifteen Thousand Dollars
13 (\$15,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final
14 Fairness and Approval Hearing. Defendant shall not object to or oppose any such application in these
15 amounts. Class Counsel shall serve Defendant with copies of all documents submitted in support of
16 their application for an award of attorneys' fees and costs.

17 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
18 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
19 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
20 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
21 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
22 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
23 will be reallocated to the Net Settlement Amount.

24 **c. Payment of Settlement Administration Costs**

25 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
26 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
27 Seven Thousand Dollars (\$7,000.00).
28

d. Payment of Incentive Award to Named Plaintiff

Subject to Court approval, the Named Plaintiff shall each receive an Incentive Award of up to Ten Thousand Dollars (\$10,000.00), the request for which Defendant will not object to or oppose. The Incentive Awards shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court approves less than the amount of incentive award that Class Counsel request, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

Because it is the intent of the Parties that the Incentive Awards represent payment to Named Plaintiff for their service to the Class Members, and not wages, the Settlement Administrator will not withhold any taxes from the Incentive Awards. The Incentive Awards will be reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing authorities as required by law.

e. Payment to the Labor and Workforce Development Agency

In consideration of claims made under PAGA, Class Counsel will request that the Court approve allocation of Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named Plaintiffs' PAGA claim in the Action, will not invalidate this Agreement.

f. Payment of Individual Settlement Payments to Participating Class Members

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated

1 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
2 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
3 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
4 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
5 individual Qualifying Workweeks worked during the Class Period by each Participating Class
6 Member.

7 Each Individual Settlement Payment will represent wages and penalties allocated using the
8 following formula: 30% allocated to wages; 70% allocated to interest and also allocated to penalties.

9 The amounts paid as wages shall be subject to all tax withholdings customarily made from an
10 employee's wages and all other authorized and required withholdings and shall be reported by W-2
11 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement
12 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required
13 withholdings other than the tax withholdings customarily made from employees' wages and shall be
14 reported by IRS 1099 forms.

15 No later than ten (10) business days after receiving the Gross Settlement Amount from
16 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
17 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
18 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
19 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
20 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
21 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
22 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
23 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
24 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
25 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

26 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
27 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
28 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address

1 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the
2 Settlement Administrator is unable to obtain a valid mailing address through this process, the
3 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
4 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

5 **g. Default on Payment.**

6 Defendant's failure to fund the Gross Settlement Amount within ten (10) calendar days after
7 the date that the Court grants final approval of the Settlement shall be considered a default. In the
8 event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will
9 provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed
10 payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to
11 the Settlement Administrator. In the event Defendant fails to cure the default within the times set
12 forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis,
13 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled
14 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable
15 attorneys' fees and costs.

16 **h. No Credit Toward Benefit Plans.**

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

24 **ARTICLE IV**

25 **LIMITATIONS ON USE OF THIS SETTLEMENT**

26 **Section 4.01: No Admission**

27 Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a
28 Class should not have been certified in the Action. This Agreement is entered into solely for the

1 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
2 construed as an admission of liability or wrongdoing by Defendant.

3 **Section 4.02: Non-Evidentiary Use**

4 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
5 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
6 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
7 including but not limited to, evidence of a presumption, concession, indication, or admission by any
8 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
9 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
10 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
11 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
12 released through this Agreement.

13 **Section 4.03: Nullification**

14 The Parties have agreed to the certification of the Class encompassing all claims alleged in
15 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
16 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
17 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
18 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
19 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
20 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
21 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
22 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
23 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
24 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
25 should be certified by the Court in a non-settlement context in this Action or any other action, and in
26 any of those events, Defendant expressly reserves the right to oppose certification of the Class.

27 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
28 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

ARTICLE V

RELEASES

Section 5.01: Released Claims by Class Members

Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and Participating Class Members who do not opt out of the Settlement, release the Released Parties from any and all claims alleged in Named Plaintiff's Operative Complaint, during the Class Period, including but not limited to (1) failure to pay minimum wages (2) failure to pay overtime wages (3) failure to provide meal periods (4) failure to authorize or permit rest periods (5) failure to reimburse business expenses (6) failure to provide accurate itemized wage statements (7) failure to pay all wages timely during employment (8) failure to pay wages upon separation of employment (9) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims ("Released Claims").

Section 5.02: Released Claims by PAGA Group Members

Upon the date of funding the GSA, the State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiff's notice(s) sent to the LWDA and alleged in the operative complaint including the claim for Enforcement of Labor Code § 2698 *et seq.*, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

Section 5.03: Named Plaintiff's Release of Unknown Claims

Upon the date of funding the GSA, Named Plaintiff, waives, releases, acquits, and forever discharges the Released Parties from any and all claims, actions, charges, complaints, grievances, and causes of action, of any nature arising from Named Plaintiff's employment with Defendant, whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

Section 1542 of the California Civil Code provides as follows:

"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."

1 Plaintiff's general release provided herein is made with an express waiver and relinquishment
2 of any claim, right, or benefit under California Civil Code § 1542. Plaintiff shall sign a separate,
3 comprehensive waiver and release of claims.

4 **ARTICLE VI**

5 **MISCELLANEOUS PROVISIONS**

6 **Section 6.01: Amendments or Modification**

7 The terms and provisions of this Agreement may be amended or modified only by an express
8 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
9 and approved by the Court.

10 **Section 6.02: Assignment**

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

16 **Section 6.03: Governing Law**

17 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
18 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
19 of laws.

20 **Section 6.04: Entire Agreement**

21 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
22 contains the entire understanding of the Parties with respect to the subject matter contained herein.
23 In case of any conflict between text contained in Articles I through VI of this Agreement and text
24 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
25 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
26 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
27 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
28 supersedes all prior agreements and understandings among the Parties with respect to the settlement

1 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
2 prior agreements or proposals.

3 **Section 6.05: Waiver of Compliance**

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

10 **Section 6.06: Counterparts and Fax/PDF Signatures**

11 This Agreement, and any amendments hereto, may be executed in any number of counterparts
12 and any Party and/or their respective counsel may execute any such counterpart, each of which when
13 executed and delivered shall be deemed to be an original. All counterparts taken together shall
14 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
15 signature.

16 **Section 6.07: Meet and Confer Regarding Disputes**

17 Should any dispute arise among the Parties or their respective counsel regarding the
18 implementation or interpretation of this Agreement, a representative of Class Counsel and a
19 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
20 to submitting such disputes to the Court.

21 **Section 6.08: Agreement Binding on Successors**

22 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
23 of each of the Parties.

24 **Section 6.09: Cooperation in Drafting**

25 The Parties have cooperated in the negotiation and preparation of this Agreement. This
26 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
27 was the drafter or participated in the drafting of this Agreement.
28

1 **Section 6.10: Fair and Reasonable Settlement**

2 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
3 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
4 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
5 further believe that the Settlement is and is consistent with public policy, and fully complies with
6 applicable law.

7 **Section 6.11: Headings**

8 The descriptive heading of any section or paragraph of this Agreement is inserted for
9 convenience of reference only and does not constitute a part of this Agreement and shall not be
10 considered in interpreting this Agreement.

11 **Section 6.12: Notice**

12 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
13 communications under this Agreement must be in writing and addressed as follows:

14 *To Named Plaintiff and the Class:*

15 Kashif Haque
16 Samuel A. Wong
17 Jessica L. Campbell
18 Namrata Kaur
19 AEGIS LAW FIRM, PC
20 9811 Irvine Center Drive, Suite 100
21 Irvine, California 92618
22 Telephone: (949) 379-6250
23 Facsimile: (949) 379-6251

24 And

25 *To Defendant:*

26 Shannon Marie Jenkins
27 TREDWAY, LUMSDAINE & DOYLE LLP
28 2010 Main Street, Suite 1000
 Irvine, California 92614
 Telephone: (909) 756-0684
 Facsimile: (866) 298-9254

1 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Agreement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
7 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
8 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
9 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
10 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
11 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
12 fees incurred in connection with any enforcement actions.

13 **Section 6.14: Mutual Full Cooperation**

14 The Parties agree fully to cooperate with each other to accomplish the terms of this
15 Agreement, including but not limited to the execution of such documents, and the taking of such
16 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
17 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
18 terms. In the event the Parties are unable to reach agreement on the form or content of any document
19 needed to implement the Settlement, or on any supplemental provisions that may become necessary
20 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

21 **Section 6.15: Authorization to Act**

22 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
23 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
24 required to effectuate the terms of this Agreement, except for signing documents, including but not
25 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
26 represents and warrants that the individual executing this Agreement on its behalf has the full right,
27 power, and authority to enter into this Agreement and to carry out the transactions contemplated
28 herein.

The Parties have made such investigation of the facts and the law pertaining to the matters covered herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted interests, or with regard to the advisability of entering into and executing this Agreement, or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

The Parties and their counsel hereby execute this Agreement.

FREDERICK SIMMONDS

Named Plaintiff

TRIAGE PARTNERS CA, LLC

(Signature)

Patricia Dominguez

(Printed Name)

CEO

(Title)

24 of 25

1 Dated: March 28, 2023

AEGIS LAW FIRM, PC

2
3 By: 
4 Namrata Kaur

5 Attorneys for Named Plaintiff Frederick
6 Simmonds

7 Dated: May 3, 2023

TREDWAY, LUMSDAINE & DOYLE LLP

8
9 By: *Shannon Marie Jenkins, Esq.*
10 Shannon Marie Jenkins

11 Attorney for Defendant Triage Partners CA,
12 LLC

Joint Stipulation of Settlement

Final Audit Report

2023-05-03

Created:	2023-05-01
By:	Sara Yun (syun@tldlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUTOQwbyAphKwd-tqNFSzEa-ZHqBPEBXs

"Joint Stipulation of Settlement" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2023-03-30 - 5:15:49 PM GMT- IP address: 216.14.62.146
-  Document created by Sara Yun (syun@tldlaw.com)
2023-05-01 - 4:53:41 PM GMT- IP address: 216.14.62.146
-  Document emailed to pdominguez@trriage-partners.com for signature
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-  Email viewed by pdominguez@trriage-partners.com
2023-05-03 - 8:13:32 PM GMT- IP address: 47.204.6.196
-  Signer pdominguez@trriage-partners.com entered name at signing as Patricia Dominguez
2023-05-03 - 8:21:24 PM GMT- IP address: 47.204.6.196
-  Document e-signed by Patricia Dominguez (pdominguez@trriage-partners.com)
Signature Date: 2023-05-03 - 8:21:26 PM GMT - Time Source: server- IP address: 47.204.6.196
-  Document emailed to Shannon Jenkins (sjenkins@tldlaw.com) for signature
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-  Email viewed by Shannon Jenkins (sjenkins@tldlaw.com)
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-  Agreement completed.
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