

Veronica T. Hunter (State Bar No. 259859)
JACKSON LEWIS P.C.
93 Red River Street, Suite 1150
Austin, Texas 78701
Telephone: (512) 362-7100
E-mail: Veronica.Hunter@jacksonlewis.com

Elise Dvorochkin (State Bar No. 326360)
JACKSON LEWIS P.C.
160 West Santa Clara Street, Suite 400
San Jose, CA 95113
Telephone: (408) 579-0404
E-mail: Elise.Dvorochkin@jacksonlewis.com

Attorneys for Defendant
FAMILY HEALTHCARE NETWORK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF TULARE

DEMETRIA CHRISTINE PRITCHETT and
ELIZABETH ROJAS on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

FAMILY HEALTHCARE NETWORK, a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. VCU290948

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

Complaint Filed: 03/22/2022
Trial Date: 08/19/2024

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation of Settlement” or “Settlement”) is made and entered into by and between Plaintiffs Demetria Christine Pritchett, Elizabeth Rojas, and Alissa Baker, individually and on behalf of other members of the general public similarly situated and aggrieved employees (collectively, “Plaintiffs”) and Defendant Family Healthcare Network (“Defendant”). This Stipulation of Settlement shall be binding on Plaintiffs and those persons Plaintiffs seek to represent, and on: (i) Defendants; (ii) each of Defendants’ respective, present and future parents subsidiaries, partners, affiliates, brands, including, without limitation, any corporation, limited liability

1 company or partnership; (iii) the past, present and future board members, directors, officers,
2 agents, employees, attorneys, insurers, members, partners, managers, contractors, agents,
3 consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors,
4 successors and assigns of any of the foregoing; and (iv) any individual or entity which could be
5 jointly liable with any of the foregoing (collectively, "Released Parties"). The Settlement
6 contemplated by this Stipulation of Settlement may hereinafter be referred to as the "Settlement."

7 THE PARTIES STIPULATE AND AGREE as follows:

8 1. On March 17, 2022 Plaintiff Demetria Christine Pritchett sent a letter to the Labor
9 and Workplace Development Agency ("LWDA") alleging violations of the Private Attorneys
10 General Act ("PAGA") against Defendant for the "Released PAGA Claims," as defined below.

11 2. On March 21, 2022 Plaintiffs Demetria Christine Pritchett and Elizabeth Rojas
12 filed a Class Action Complaint in Tulare County Superior Court and then filed a First Amended
13 Complaint on October 31, 2022 alleging the following:

- 14 A. Failure to Pay Overtime Wages and Minimum Wages in Violation of
15 Labor Code §§ 226, 1174, 1194, 1197, 1199, and applicable IWC
16 Wage Order.
- 17 B. Failure to Provide Lawful Meal Periods in Violation of Labor Code §§
18 226, 226.7, 512, 1174 and IWC Wage Order.
- 19 C. Failure to Provide Rest Periods or Compensation in Lieu Thereof in
20 Violation of Labor Code §§ 226, 226.7, 1174 and IWC Wage Orders.
- 21 D. Failure to Reimburse Employee Expenses in Violation of Labor Code §
22 2802.
- 23 E. Failure to Timely Pay Wages During Employment in Violation of Labor
24 Code § 204.
- 25 F. Failure to Timely Pay Wages Due at Termination in Violation of Labor
26 Code §§ 201-203.
- 27 G. Failure to Comply with Itemized Employee Wage Statement Provisions in
28 Violation of Labor Code § 226(b).

1 H. Violation of the Unfair Competition Law in Violation of Business &
2 Professions Code §§ 17200-17208.

3 I. Violations of PAGA at California Labor Code § 2699, *et seq.* for civil
4 penalties under Labor Code §§ 201, 202, 203, 204, 210, 226, 226(a),
5 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802
6 and IWC Wage Orders.

7 3. On October 3, 2022, Plaintiff Alissa Baker filed a Complaint in Kings County
8 Superior Court, a First Amended Complaint on October 24, 2022, and a Second Amended
9 Complaint on April 6, 2023 alleging the following:

10 A. Failure to Pay all Wages and Minimum Wages in Violation of Labor Code §§
11 221, 223, 1182, 1194, 1197, 1198.

12 B. Failure to Pay Overtime Wages in Violation of Labor Code §§ 510, 1198.

13 C. Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512,
14 516, 1198.

15 D. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7, 516,
16 1198.

17 E. Failure to Timely Furnish Accurate Itemized Wage Statements in Violation of
18 Labor Code § 226(a) and Failure to Maintain Accurate Records.

19 F. Failure to Provide Sick Pay in Violation of Labor Code § 246.

20 G. Failure to Timely Pay Wages During Employment in Violation of Labor Code
21 § 204.

22 H. Waiting Time Penalties Pursuant to Labor Code §§ 201, 203.

23 I. Failure to Pay all Wages for Alternative Workweeks in Violation of Labor
24 Code § 511.

25 J. Failure to Pay All Accrued Vacation Wages in Violation of Labor Code §
26 227.3.

27 K. Violations of Business & Professions Code § 17200, *et seq.*
28

1 4. A prior class action and PAGA settlement in the matter of *Antonio Munoz v.*
2 *Family Healthcare Network*, filed in Tulare County Superior Court, settled most of the claims at
3 issue in the current Action (defined below) from February 24, 2016 to January 31, 2022 and July
4 21, 2019 through January 31, 2022, respectively, thereby limiting both the Class and PAGA
5 Periods in the Action (defined below).

6 5. On October 30, 2024, the Parties participated in an all-day mediation presided
7 over by Paul Grossman, a mediator of wage and hour representative actions, which led to this
8 Settlement.

9 6. Pursuant to the Settlement, prior to filing for preliminary approval, Plaintiffs will
10 file a Third Amended Complaint to include all Released Claims (defined below), adding to this
11 Action all plaintiffs, defendants, and claims alleged in the *Pritchett/Rojas* Action, along with
12 additional defendants that were settled on to this Action in order to effectuate the terms of the
13 settlement (the “Operative Complaint” or the “Action”).

14 7. The “Class Period” is from February 1, 2022 to February 28, 2025.

15 8. The “PAGA Period” is from February 1, 2022 to February 28, 2025.

16 9. The Action has been actively litigated. There have been on-going investigations,
17 there has been an exchange of documentation and data, and the Parties have participated in
18 extensive settlement negotiations and private mediation. Plaintiffs have not filed a motion for
19 class certification in this Action, nor has a date been set by the Court for the filing of such a
20 motion.

21 10. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall
22 consist of all persons employed by Defendant in California as a non-exempt employee from
23 February 1, 2022 through February 28, 2025. The Settlement Class, however, shall not include
24 any person who previously settled or released any of the claims covered by this Settlement, any
25 person who previously was paid or received awards through civil or administrative actions for
26 the claims covered by this Settlement, or any person who submits a timely and valid Request for
27 Exclusion as provided in this Settlement. All Class Members who worked any hours for
28 Defendant in California from February 1, 2022 through February 28, 2025 are aggrieved

1 employees with respect to PAGA (“PAGA Members”), and they will be paid their PAGA Share
2 and release the “Released PAGA Claims” regardless of whether they submit a timely and valid
3 Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude
4 themselves from, or to opt out of, the Released PAGA Claims.

5 11. It is the desire of the Parties to fully, finally and forever settle, compromise and
6 discharge all disputes and claims arising from the allegations and causes of action stated in the
7 Complaint. To achieve a full and complete release of Defendant, Plaintiffs and each Class
8 Member acknowledge that this Stipulation of Settlement is intended to include in its effect all
9 claims of any nature reasonably arising out of the allegations made in the Operative Complaint.

10 12. It is the intention of the Parties that this Stipulation of Settlement shall constitute
11 a full and complete settlement and release of all claims arising from the allegations in the
12 Operative Complaint against: (i) Family Healthcare Network (ii) each of Defendant’s respective,
13 present and future parents, subsidiaries, partners and affiliates, including, without limitation, any
14 corporation, limited liability company or partnership; (iii) the past, present and future board
15 members, directors, officers, agents, employees, attorneys, insurers, members, partners,
16 managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit
17 plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any
18 individual or entity which could be jointly liable with any of the foregoing.

19 13. This Agreement replaces and supersedes any other agreements, understandings, or
20 representations between the Parties. This Agreement represents a compromise and settlement of
21 highly disputed claims. Nothing in this Agreement is intended or will be construed as an
22 admission by Defendant that the claims in the Action of Plaintiff, the Class Members or the
23 Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff, the Class
24 Members or the Aggrieved Employees on those claims or any other claims, or as an admission
25 by Plaintiff that Defendant’s defenses in the Action have merit.

26 14. This Settlement provides that Defendant will pay Settlement Awards and PAGA
27 Awards according to a specified formula to each Settlement Class Member who does not request
28 to be excluded from this Settlement. The Maximum Settlement Amount under the Settlement is

1 \$1,838,926.00, which includes all payments to Class Members, PAGA Members, Class
2 Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the enhancement
3 awards to the class representatives, penalties of any nature, including PAGA penalties, and
4 settlement administration expenses. Except as to Defendants' rights under Paragraph 15(c)(ix) of
5 the Stipulation of Settlement, it is understood and agreed that Defendants shall have no
6 obligation to pay any person, entity or organization more than the amount of its maximum total
7 liability under the Settlement, except that Defendants will separate pay as an additional
8 obligation the employer's share of the payroll taxes for the wage portion of the Settlement
9 Awards.

10 **TERMS OF AGREEMENT**

11 15. NOW THEREFORE, in consideration of the mutual covenants, promises, and
12 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

13 a. It is agreed by and among Plaintiffs and Defendant that this Action and
14 any claims, damages, or causes of action arising out of the Complaint, which are the subject of
15 this Action, be settled and compromised as between the Settlement Class and Defendant, subject
16 to the terms and conditions set forth in this Stipulation of Settlement and the approval of the
17 Court.

18 b. Effective Date. The Settlement embodied in this Stipulation of Settlement
19 shall become effective when all of the following events have occurred: (i) this Stipulation of
20 Settlement has been executed by all Parties and by counsel for Plaintiffs and Defendant; (ii) the
21 Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been
22 provided to the Settlement Class, providing them with an opportunity to opt out of or to object to
23 the Settlement; (iv) the Court has held a formal Final Fairness hearing and entered a final order
24 and judgment certifying the Settlement Class and finally approving this Stipulation of
25 Settlement, and without objection from the LWDA; and (v) in the event there are objections to
26 the Settlement which are not later withdrawn, the later of the following events: when the period
27 for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed
28 without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or

1 other appellate proceeding opposing the Settlement has been dismissed finally and conclusively
2 with no right to pursue further remedies or relief; or any appeal, writ or other appellate
3 proceeding has upheld the Court's final order with no right to pursue further remedies or relief.
4 In this regard, it is the intention of the Parties that the Settlement shall not become effective until
5 the Court's order approving the Settlement is completely final, and there is no further recourse
6 by an appellant or objector who seeks to contest the Settlement. Except as to Defendant's rights
7 under Paragraph 15(c)(ix) below, it is further agreed by the Parties that this Settlement will not
8 become effective, if Defendants, contrary to Paragraph 14 above, are required by the Court to
9 pay more than the total amount of its Maximum Settlement Amount (defined below) under the
10 Settlement as set forth in Paragraph 14 under any circumstances. It is further agreed by and
11 between the Parties that this Settlement shall not become effective, and Defendants shall not
12 have any obligation (monetary or otherwise) under the terms of this Settlement, unless and until
13 any objections, writs and/or appeals, and any rights of appeal with respect to any objections or
14 the judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

15 c. Maximum Settlement Amount, and Net Settlement Amount. To
16 implement the terms of this Settlement, Defendant, on behalf of the Released Parties, agree to
17 pay a maximum of \$1,838,926.00 to the Settlement Administrator within sixty (60) calendar
18 days after the Effective Date as defined in Paragraph 15(b) above (if final approval occurs
19 without objectors, then the Effective Date will be the date the Court enters the final approval
20 order and judgment, or, if there are objections to the class settlement, after the 60-day appeal
21 period has expired without appeals or challenges if any objections are not withdrawn on the
22 record at final approval). The Maximum Settlement Amount includes: all payments to Class
23 Members and PAGA Members; Class Counsel's attorneys' fees; Class Counsel's litigation
24 expenses and costs; the enhancement award to the class representative; penalties under PAGA;
25 and settlement administration expenses ("Maximum Settlement Amount"). The Parties agree the
26 Maximum Settlement Amount will be fully paid out, with no residue returning to Defendants. At
27 no time shall Defendants have the obligation to segregate the funds comprising the Maximum
28 Settlement Amount, and Defendants shall retain exclusive authority over, and the responsibility

1 for, those funds. All payments to Class Members and PAGA Members, Class Counsel's
2 attorneys' fees, Class Counsel's litigation expenses and costs, the enhancement awards, and
3 settlement administration expenses will be paid out of the Maximum Settlement Amount. Except
4 as to Defendants' rights under Paragraph 15(c)(ix) below, Defendants' aggregate liability shall
5 not exceed the Maximum Settlement Amount, except that Defendants will pay the employer's
6 share of the payroll taxes for the wage portion of the Settlement Awards in addition to the
7 Maximum Settlement Amount. The "Net Settlement Amount," the amount available for potential
8 distribution to Class Members, shall be calculated by deducting from the Maximum Settlement
9 Amount: (i) all Class Counsel's attorneys' fees and litigation costs; (ii) the enhancement award
10 to the class representatives; (iii) the PAGA penalty payment to the LWDA as described further
11 below; and (iv) settlement administration expenses. Settlement Awards to the Class Members,
12 and PAGA Awards to the PAGA Members, will be calculated by the Settlement Administrator
13 and paid out of the Net Settlement Amount as set forth below. The entire Net Settlement Amount
14 will be paid out *pro rata* to Class Members who do not opt out and to PAGA Members.

15 i. Settlement Awards to Class Members: Defendants shall provide
16 the Settlement Administrator Class Member Information, including Defendants' timekeeping
17 records and other relevant data and information so that the Settlement Administrator may
18 calculate the number of weeks worked by all Class Members during the Class Period. The
19 Settlement Administrator will calculate the amount to be paid to Class Members on a per
20 workweek basis as Settlement Awards by dividing the Net Settlement Amount by the aggregate
21 number of weeks worked by all Class Members. Partial workweeks will not be counted;
22 however, if a Class Member worked only one day as a Class Member, such Class Member will
23 be credited with having worked one workweek for purposes of the Settlement. The Settlement
24 Administrator's calculation of the number of workweeks worked by and to be paid to Class
25 Members on a per workweek basis will be presumed to be correct unless a particular Class
26 Member proves otherwise to the Settlement Administrator by credible written evidence. The
27 Settlement Administrator shall refer to the timekeeping records and other relevant information
28 provided by Defendants for resolution of any workweek dispute by a particular Class Member.

1 All workweek disputes will be resolved and decided by the Settlement Administrator, and the
2 Settlement Administrator's decision on all workweek disputes will be final and non-appealable.
3 No claim form shall be required for Settlement Class Members to receive their Settlement
4 Awards.

5 ii. Private Attorney General Act Allocation: Subject to Court
6 approval, the Parties have agreed to allocate \$45,000.00 of the Maximum Settlement Amount to
7 Plaintiff's representative claims under PAGA. Seventy-five percent (75%) of this amount, or in
8 other words \$33,750.00, will be paid out of the Maximum Settlement Amount to the LWDA of
9 the State of California, and the remaining twenty-five percent (25%), or in other words
10 \$11,250.00, will remain included in the Net Settlement Amount. The Settlement Administrator
11 will calculate the number of weeks worked by PAGA Members during the PAGA Period.
12 Partial workweeks will not be counted; however, if a PAGA Member worked only one day as a
13 PAGA Member, such PAGA Member will be credited with having worked one workweek for
14 purposes of the Settlement. The Settlement Administrator's calculated workweek data will be
15 presumed to be correct unless a particular PAGA Member proves otherwise to the Settlement
16 Administrator by credible written evidence. The Settlement Administrator shall refer to the
17 timekeeping records and other relevant information provided by Defendants for purposes of the
18 Settlement Administrator's calculation of workweeks worked by a PAGA Members. All
19 workweek disputes will be resolved and decided by the Settlement Administrator, and the
20 Settlement Administrator's decision on all workweek disputes will be final and non-appealable.
21 The amount to be paid per workweek to PAGA Members will be calculated by the Settlement
22 Administrator by dividing the Net PAGA Settlement Amount by the aggregate number of
23 workweeks worked by PAGA Members. No claim form shall be required for PAGA Members
24 to receive their PAGA Awards.

25 iii. Allocation of Settlement Awards: The Parties have agreed, based
26 on the allegations in the Action, that individual Settlement Awards payable to eligible Class
27 Members will be allocated from the Net Settlement Amount and paid as follows: Ten percent
28 (10%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; fifty

1 percent (50%) will be allocated to alleged unpaid penalties for which IRS Forms 1099-MISC
2 will issue; and forty percent (40%) will be allocated to alleged unpaid interest for which IRS
3 Forms 1099-MISC will issue. Individual PAGA Awards (i.e., "PAGA Awards") for the PAGA
4 Members will be paid from the Net PAGA Settlement Amount, after the required payment to
5 the LWDA, as alleged penalties for which IRS Form 1099 will issue.

6 iv. Settlement and PAGA Awards Do not Trigger Additional
7 Benefits: All Settlement Awards to Class Members, and all PAGA Awards to PAGA Members,
8 shall be deemed to be income to such Class Members and PAGA Members solely in the year in
9 which such awards actually are received by the Class Members and PAGA Members. It is
10 expressly understood and agreed that the receipt of such Settlement Awards and PAGA Awards
11 will not entitle any Class Member or PAGA Member to additional compensation or benefits
12 under any company bonus, contest or other compensation or benefit plan or agreement in place
13 during the period covered by the Settlement, nor will it entitle any Class Member or PAGA
14 Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
15 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided
16 for in this Agreement are the sole payments to be made by Defendants to the Class Members
17 and the PAGA Members in connection with this Settlement, and that the Class Members and
18 PAGA Members are not entitled to any new or additional compensation or benefits as a result of
19 having received the Settlement Awards and PAGA Awards (notwithstanding any contrary
20 language or agreement in any benefit or compensation plan document that might have been in
21 effect during the period covered by this Settlement).

22 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
23 modification, Defendants agree to a payment, from the Maximum Settlement Amount, Class
24 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 17 below.

25 vi. Class Representatives: The Parties agree to the designation of
26 Plaintiffs Demetria Christine Pritchett, Elizabeth Rojas, and Alissa Baker as "Class
27 Representatives." Subject to Court approval, and subject to Plaintiffs' execution of general
28 releases of all claims under California Code of Civil Procedure section 1542, Defendants agree

1 not to oppose payments to Plaintiffs Pritchett, Rojas, and Baker, from the Maximum Settlement
2 Amount, an award at no additional cost to the Released Parties (“Enhancement Awards”) not to
3 exceed (1) \$10,000.00 to Plaintiffs Pritchett and Baker, and (2) \$5,000.00 to Rojas. The
4 Enhancement Awards paid to the Class Representatives are subject to Court approval and is in
5 addition to any claimed individual Settlement Awards to which the Class Representatives are
6 entitled under this Stipulation of Settlement. The Enhancement Awards are to be part of, and to
7 be deducted from, the Maximum Settlement Amount. The Settlement Administrator will issue
8 an IRS Form 1099-MISC for the Enhancement Awards to Plaintiffs Pritchett, Rojas, and Baker
9 for their service as Class Representatives, and Plaintiffs will be responsible for correctly
10 characterizing this compensation for tax purposes and for paying any taxes on the amount
11 received. Should the Court approve Enhancement Awards to the Class Representatives in an
12 amount less than that set forth above, the difference between the lesser amount approved by the
13 Court and the Enhancement Award set forth above shall be added to the Net Settlement
14 Amount.

15 vii. Settlement Administrator: The Settlement Administrator will be
16 mutually agreed upon by the Parties, after review and approval by the Parties of a not-to-exceed
17 quote for settlement administration expenses which Plaintiffs’ Counsel agrees to request and to
18 circulate to Defendants’ Counsel. All settlement administration expenses shall be paid out of the
19 Maximum Settlement Amount.

20 viii. Mailing of Settlement and PAGA Awards: The Settlement
21 Administrator will cause the Settlement Awards to be mailed to the Class Members who have
22 not opted out of the Settlement and have not previously released their claims as to Defendants,
23 and the PAGA Awards to be mailed to PAGA Members, within sixty (60) calendar days from
24 the Effective Date.

25 ix. Potential Escalatory Clause or Alternative Class Period End Date:
26 For Settlement purposes and based on Class Member data presently available at the time of
27 Settlement, the Parties estimated that Class Members worked 225,450 workweeks from
28 February 1, 2022 to February 28, 2025. The Parties further agree that if the final number of

workweeks from February 1, 2022 to February 28, 2025 increases by more than ten percent (10%) above 225,450 workweeks (i.e., to greater than 247,995 workweeks), then the Maximum Settlement Amount will increase by the proportional amount for the percentage of workweeks above ten (10) percent (i.e., by the percentage of workweeks above 247,995 workweeks).

d. Enhancement Award to Plaintiffs for Service as Class Representatives.

The Settlement Administrator will pay the Enhancement Awards approved by the Court to Plaintiffs within sixty-five (65) calendar days after the Effective Date.

e. Attorneys' Fees and Litigation Costs to Class Counsel. The Settlement

Administrator will pay Class Counsel its attorneys' fees and costs set forth in Paragraph 17 below within sixty-five (65) calendar days after the Effective Date.

f. Right to Rescission: If more than five percent (5%) of the Settlement

Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement ("Class Notice"), Defendants shall have the right (but need not) in their sole discretion to rescind and void the Settlement, before final approval by the Court, by providing written notice to Class Counsel no later than twenty-one (21) calendar days after the opt-out deadline. If Defendants exercise this option, Defendants shall pay any costs of settlement administration incurred up to that date, but not to include Class Counsel's fees and costs.

SETTLEMENT ADMINISTRATION

16. The Settlement Administrator shall be mutually agreed upon by the Parties to perform the customary duties of Settlement Administrator, subject to Court approval. The Settlement Administrator will mail the Class and PAGA Notice to all Class Members and PAGA Members. Defendant shall provide the Settlement Administrator with Class Member Information and other relevant data and information, including Defendants' timekeeping records, so that the Settlement Administrator may conduct its duties, such as resolving workweek disputes, if necessary. Upon receipt of funds from Defendants, the Settlement Administrator will issue and send out Settlement Award checks to Class Members and PAGA

1 Awards to PAGA Members. Tax treatment of the Settlement Awards and PAGA Awards will be
2 as set forth herein and in accordance with state and federal tax laws. All disputes relating to the
3 Settlement Administrator's performance of its duties shall be referred to the Court, if necessary,
4 which will have continuing jurisdiction over the terms and conditions of this Stipulation of
5 Settlement until all payments and obligations contemplated by this Stipulation of Settlement
6 have been fully carried out.

7 **ATTORNEYS' FEES AND LITIGATION COSTS**

8 17. In consideration for settling this Action, in exchange for the release of claims by
9 the Settlement Class, and subject to final approval or modification by the Court, Defendants
10 agree to pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to
11 exceed thirty-five percent (35%) of the Maximum Settlement Amount, or in other words up to
12 \$643,624.00 and litigation costs not to exceed \$36,000.00 from the Maximum Settlement
13 Amount. Defendants will not object to Class Counsel's application for attorneys' fees and
14 litigation costs up to these amounts. The amounts set forth above will cover all work performed
15 and all fees and costs incurred to date, and all work to be performed and all fees and costs to be
16 incurred in connection with the approval by the Court of this Stipulation of Settlement, the
17 administration of the Settlement, and obtaining the final judgment. Should Class Counsel
18 request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and
19 litigation costs, the difference between the lesser amounts and the Maximum Settlement
20 Amount shall be added to the Net Settlement Amount. The Parties agree Class Counsel waives
21 any right to appeal a decision by the Court to reduce the amount of attorneys' fees or litigation
22 costs requested by Class Counsel.

23 **NOTICE TO THE PLAINTIFF CLASS**

24 18. The Class and PAGA Notice shall be jointly drafted by the Parties, and as
25 approved by the Court, shall be sent by the Settlement Administrator to the Class Members by
26 first-class mail. The Class Notice shall be substantially in the form identified as **Exhibit 1** to this
27 Settlement.

28 a. Subject to Defendants' rights under Paragraph 15(c)(ix) above, the

1 Parties agree Defendants will provide the Settlement Administrator with the Class Member
2 Information and other relevant data and information, including timekeeping records and other
3 relevant information relating to the dates worked from February 1, 2022 through February 28,
4 2025, through the date on which the Court grants preliminary approval of the settlement
5 (“Class and PAGA Member Information”) within thirty (30) calendar days after the Court grants
6 preliminary approval of the settlement. The Parties agree the contact information and Social
7 Security Numbers will be used only by the Settlement Administrator for the sole purpose of
8 effectuating the Settlement and will not be provided to Class Counsel at any time or in any
9 form. The Settlement Administrator shall take reasonable steps to protect the confidential and
10 private information. To the extent Class Counsel possesses or comes to possess the contact
11 information and/or Social Security Numbers from the Settlement Administrator, Class Counsel
12 shall return all such information (including copies and data or information derived therefrom)
13 within seven (7) calendar days from the date the Court finally approves the Settlement, shall
14 destroy all copies in any form of such information, and shall not retain, maintain or use such
15 information for any purpose. The information provided for above shall be based on Defendants’
16 payroll and other business records and in a format acceptable to the Settlement Administrator.
17 Defendants agree to consult with the Settlement Administrator prior to the production date to
18 ensure that the format will be acceptable to the Settlement Administrator. The information will
19 need to be provided to the Settlement Administrator by reasonable security measures and
20 reasonably secure technology. Within seven (7) calendar days after the Settlement
21 Administrator receives the Class and PAGA Member Information, the Settlement Administrator
22 will mail the Class and PAGA Notice to Class Members and PAGA Members.

23 b. Class and PAGA Notices returned to the Settlement Administrator
24 as non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If
25 there is no forwarding address, the Settlement Administrator will do an NCOA check and will
26 skip-trace return mail and re-mail within three (3) business days of receipt using the Class
27 Member’s Social Security Number; this search will be performed only once per Class Member
28 by the Settlement Administrator. Class Members and PAGA Members will have a maximum of

1 fifteen (15) calendar days from the date of the re-mailing due to an undeliverable notice to cure
2 the deficiency, or until the end of the opt out deadline, whichever is later. Upon completion of
3 these steps by the Settlement Administrator, Defendants and the Settlement Administrator shall
4 be deemed to have satisfied their obligations to provide the Class and PAGA Notice to the
5 affected member of the Settlement Class. The affected member of the Settlement Class shall
6 remain a member of the Settlement Class and shall be bound by all the terms of the Stipulation
7 of Settlement and the Court's Order and Final Judgment.

8 c. The Class and PAGA Notice shall also identify the procedures for
9 opting out of or objecting to the Settlement.

10 d. Class Counsel shall provide to the Court, at least sixteen (16)
11 court days before the Final Fairness hearing, an initial declaration by the Settlement
12 Administrator of due diligence and proof of mailing with regard to the mailing of the Class and
13 PAGA Notice.

14 **ADMINISTRATION PROCESS**

15 19. The Class Members will have forty-five (45) calendar days from the date of
16 mailing in which to submit requests for exclusion ("opt out"). PAGA Members are not entitled
17 to opt out as a PAGA Member.

18 20. The Settlement Administrator shall mail Settlement Awards to Class and PAGA
19 Members within sixty-five (65) calendar days after the Effective Date as defined in Paragraph
20 15(b) above. Checks for Settlement Awards and PAGA Awards shall remain valid and
21 negotiable for one hundred eighty (180) calendar days from the date of their issuance; the
22 Parties agree the Settlement Administrator will send one (1) reminder notice to all Class
23 Members and PAGA Members who have not cashed the Settlement Award or PAGA Award
24 check thirty (30) calendar days prior to the deadline; upon the deadline to cash the Settlement
25 Award and PAGA Award checks, the checks will automatically be cancelled by the Settlement
26 Administrator if not cashed by the Class Member or the PAGA Member within that time, at
27 which point the Class Members' and PAGA Members' claims will be deemed void and of no
28 further force or effect, and the Class Members' and PAGA Members' claims will remain

1 released by the Settlement. The checks provided to Class Members and PAGA Members shall
2 prominently state the expiration date or a statement that the checks will expire in one hundred
3 eighty (180) calendar days, or alternatively, such a statement may be made in a letter
4 accompanying the check. Expired Settlement Award and PAGA Award checks will not be
5 reissued, except for good cause and as mutually agreed by the Parties in writing. Any residue
6 from uncashed Settlement Award or PAGA Award checks after the expiration date will be paid
7 within fourteen (14) calendar days after the one hundred eighty (180)-calendar day check
8 cashing period expires pursuant to California Code of Civil Procedure section 384(b)(3) to the
9 California Unclaimed Property Fund in the individual's name. Upon completion of its
10 calculation of payments, the Settlement Administrator shall provide Defendants with a report
11 listing the amount of all payments to be made to each Class Member and PAGA Member. The
12 Settlement Administrator will be responsible for making appropriate deductions, calculating and
13 reporting the employer payroll taxes on the Settlement Awards and PAGA Awards, paying to
14 Class Counsel any Court-approved attorneys' fees and litigation costs, paying to the Class
15 Representatives any Court-approved Enhancement Award, paying the LWDA seventy-five
16 percent (75%) of the amount allocated for PAGA penalties above, paying the settlement
17 administration expenses, meeting tax reporting obligations, and for issuing the individual
18 Settlement Awards to Class Members and PAGA Awards to PAGA Members. Proof of
19 compliance with the Court's final approval order will be provided to counsel for the Parties by
20 the Settlement Administrator within twenty-one (21) days after all payment obligations and the
21 check cashing deadline for Class Members has passed.

22 **OPTING OUT OF/OBJECTING TO THE SETTLEMENT**

23 21. Opting Out of the Class Action Settlement. For those Class Members who do not
24 wish to participate in the Settlement, such Class Members may exclude themselves by
25 submitting a timely written request to the Settlement Administrator. PAGA Members cannot opt
26 out as a PAGA Member and release all Released PAGA Claims during the PAGA Period. The
27 written request ("Request for Exclusion") should state that he/she has received the "Notice of
28 Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement,"

1 they/he/she have/has decided not to participate in the Settlement, and words to the effect that
2 he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the
3 individual's full name, address, date of birth, and dates they/he/she worked as a Class Member
4 for Defendants in California. The Request for Exclusion must be signed, dated, and mailed by
5 First-Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for
6 Exclusion must be postmarked and mailed to the Settlement Administrator no later than forty-
7 five (45) calendar days from the date the Settlement Administrator mails the Class Notice to the
8 Class Members. Any individual who submits a Request for Exclusion will not be allowed to
9 object to the terms of the Settlement.

10 22. Objecting to the Class Action Settlement. Any individual who does not exclude
11 himself/herself from the Settlement can object to the terms of the Settlement in writing before
12 the deadline to object to the Settlement. To object, the individual must file a written objection
13 and a notice of intention to appear at the Final Approval hearing with the Clerk of the Tulare
14 County Superior Court of the State of California and send copies to the Settlement
15 Administrator, Class Counsel and counsel for Defendants. Any written objection must state each
16 specific reason in support of the objection and any legal support for each objection. The
17 individual must state his/her full name, address, date of birth, and dates he/she/they worked as a
18 Class Member in California for Defendants. To be valid and effective, any written objections to
19 approval of the Settlement must be filed with the Clerk of the Court and delivered to the
20 Settlement Administrator, Class Counsel, and counsel for Defendants no later than forty-five
21 (45) calendar days from the Settlement Administrator mails the Class and PAGA Notice.
22 However, a Class Member may appear at the Final Approval hearing, either in person or
23 through his/her/their own counsel, and object to the Settlement Agreement and any of its terms
24 without submitting a prior objection in the manner and by the deadline specified above. If the
25 Court rejects the objection, the individual will be bound by the terms of the Settlement.

26 **RELEASE BY THE CLASS**

27 23. Released Class Claims. Effective upon the date of final approval by the Court of
28 this Stipulation of Settlement, and except as to such rights or claims as may be created by this

1 Stipulation of Settlement, the Settlement Class and each member of the Class who has not
2 submitted a valid Request for Exclusion fully release and discharge the Released Parties from
3 all claims under state, federal, and local law that were or could have been asserted based on the
4 facts and allegations made in the Action, and any amendments thereto, as to the Class Members,
5 including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 221, 223,
6 226, 226(a), 226(b), 226.7, 227.3, 246, 510, 511, 512, 516, 1174, 1182, 1194, 1194.2, 1197,
7 1197.1, 1198, 1198.5, 1199, 2800, and 2802, Business and Professions Code §§ 17200, et seq.,
8 California Industrial Welfare Commission Wage Orders, California Code of Regulations, Civil
9 Code section 1021.5, and all claims for or related to Defendants' alleged failure to pay
10 minimum, overtime, or double time wages, properly calculate the regular rate of pay, timely pay
11 wages at separation, failing to pay wages timely during employment, reimburse necessary
12 business expenses, provide accurate wage statements, pay for all hours worked due to
13 rounding of employee timekeeping records and off-the-clock-work, keep adequate time
14 records, failing to pay accrued vacation wages, failing to pay sick pay at the regular rate,
15 provide meal periods and meal period premiums, and provide rest periods and rest period
16 premiums, claims for unfair competition, unfair business practices, unlawful business
17 practices, and fraudulent business practices in violation of California Business and
18 Professions Code sections 17200 *et seq.*, and claims for declaratory relief, statutory
19 penalties, interest, attorneys' fees and costs, as well as all other claims and allegations
20 alleged in the Operative Complaint (collectively, "Released Class Claims") from February 1,
21 2022 through February 28, 2025 ("Class Release Period"). Expressly excluded from the
22 Released Class Claims are claims for retaliation, discrimination, unemployment insurance,
23 disability, workers compensation, and claims outside the Class Release Period.

24 24. Released PAGA Claims. Effective upon the date of final approval by the Court
25 of this Stipulation of Settlement, the claims to be released by the PAGA Members include all
26 claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as
27 proxy for the State of California and/or the LWDA, to the maximum extent permitted by law,
28 and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted

1 or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA
2 letter, including but not limited to all claims arising under the California Labor Code including,
3 but not limited to, sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512, 558,
4 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2698, et seq. and IWC Wage Orders, as alleged
5 in the Operative Complaint and/or the LDWA letter, and the California Industrial Welfare
6 Commission Wage Orders based on the facts alleged in the Operative Complaint and/or the
7 LWDA letter (collectively, "Released PAGA Claims"). The Settlement shall release and bar all
8 Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members from February 1,
9 2022 through February 28, 2025 ("PAGA Release Period"), and for the entire PAGA Release
10 Period, regardless of whether Plaintiff and/or a PAGA Member negotiate (cash) their/his/her
11 settlement checks sent pursuant to this Settlement and regardless of whether any such PAGA
12 Member opts out or attempts to exclude themselves/himself/herself from the Settlement.

13 25. In addition to the Released Class Claims identified in Paragraph 23 and the
14 Released PAGA Claims in Paragraph 24 above, Plaintiffs Pritchett, Rojas, and Baker agree to
15 generally release the Released Parties from any and all claims, whether known or unknown,
16 under all federal, state and local statutes, and federal and state common law (including but not
17 limited to those for contract, tort and equity), except for workers' compensation claims. Plaintiff
18 acknowledges the language of Section 1542 of the California Civil Code, which provides:

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

24 Plaintiffs Pritchett, Rojas, and Baker expressly waive the protection of Section 1542.
25 Plaintiffs Pritchett, Rojas, and Baker understand and agree that claims or facts in addition to or
26 different from those which are now known or believed by them to exist may hereafter be
27 discovered. It is Plaintiffs' intention to settle fully and release all of the claims, except for
28 workers' compensation claims, Plaintiffs now have against the Released Parties, whether known
or unknown, suspected or unsuspected.

1 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

2 26. To effectuate the terms of the Settlement, the Parties agree all formal and
3 informal discovery shall be stayed pending Court approval of the Settlement. Class Counsel
4 agree to notify the Court of the Settlement through a Notice of Proposed Class Action
5 Settlement, and to request that all current Court deadlines be continued pending Court approval
6 of the Settlement. Class Counsel agree to cease all affirmative communication (oral and written)
7 with the putative class members, other than through Court-approved notices; this provision does
8 not prevent Class Counsel from communicating with any Class Members or PAGA Member
9 who may contact Class Counsel. Plaintiffs shall promptly submit this Stipulation of Settlement
10 to the Tulare County Superior Court in support of Plaintiffs' Motion for Preliminary Approval
11 and determination by the Court as to its fairness, adequacy and reasonableness. Plaintiffs agree
12 to provide Defendants the opportunity to review, and to approve before filing, Plaintiffs' Motion
13 for Preliminary Approval. At the same time Plaintiffs submit this Stipulation of Settlement to
14 the Tulare County Superior Court, Plaintiffs agree to submit a copy of the Stipulation of
15 Settlement to the LWDA. Promptly upon execution of this Stipulation of Settlement, Plaintiffs
16 shall apply to the Court for the entry of an order preliminarily approving the Settlement in a
17 form that is mutually agreeable between the Parties.

18 **DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL**

19 27. Class Counsel agreed to return all confidential documents, lists and data in all
20 forms and formats (originals and copies) within seven (7) calendar days from final Court
21 approval of the Settlement. Plaintiff agrees to provide Defendant the opportunity to review, and
22 to approve before filing, Plaintiffs' Motion for Final Approval of Class Action and PAGA
23 Settlement. Class Counsel agrees to submit a proposed final order and judgment mutually
24 agreeable between the Parties.

25 **PARTIES AUTHORITY**

26 28. The signatories hereto hereby represent that they are fully authorized to enter into
27 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

28 **MUTUAL FULL COOPERATION**

1 29. The Parties agree to fully cooperate with each other to accomplish the terms of
2 this Stipulation of Settlement, including but not limited to execution of such documents and
3 taking such other action as reasonably may be necessary to implement the terms of this
4 Stipulation of Settlement. The Parties shall use their best efforts, including all efforts
5 contemplated by this Stipulation of Settlement and any other efforts that may become necessary
6 by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set
7 forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class
8 Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all
9 necessary steps to secure the Court's final approval of this Stipulation of Settlement.

10 30. The Parties and their respective counsel agree that they will not attempt to
11 encourage or discourage Class Members from filing Requests for Exclusion.

12 **NO PRIOR ASSIGNMENTS**

13 31. The Parties and their counsel represent, covenant, and warrant that they have not,
14 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or
15 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of
16 action or right herein released and discharged except as set forth herein.

17 **NO ADMISSION**

18 32. Nothing contained herein, nor the consummation of this Stipulation of
19 Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or
20 wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Stipulation
21 of Settlement solely with the intention to avoid further disputes and litigation with the attendant
22 inconvenience and expenses.

23 **ENFORCEMENT ACTIONS**

24 33. The Parties agree that the Tulare County Superior Court shall retain jurisdiction
25 to enforce the terms of this Settlement pursuant to California Code of Civil Procedure section
26 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any
27 legal action or other proceeding against any other Party or Parties to enforce the provisions of
28 this Stipulation of Settlement or to declare rights or obligations under this Stipulation of

1 Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful
2 Party or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees,
3 incurred in connection with any enforcement actions.

4 **NOTICES**

5 34. Unless otherwise specifically provided herein, all notices, demands or other
6 communications given hereunder shall be in writing and shall be deemed to have been duly
7 given as of the third (3rd) business day after mailing by United States registered or certified
8 mail, return receipt requested, addressed as follows:

<u>To Plaintiffs and the Settlement Class:</u>	<u>To Defendant:</u>
Isandra Fernandez Anthony Draper JAMES HAWKINS, APLC 9880 Research Drive, Suite 200 Irvine, CA 92618 Marcus J. Bradley Kiley L. Grombacher BRADLEY/GROMBACHER, LLP 31365 Oak Crest Drive, Suite 240 Westlake Village, CA 91361	Veronica T. Hunter, Esq. JACKSON LEWIS P.C. 93 Red River Street, Suite 1150 Austin, Texas 78701 Elise G. Dvorochkin, Esq. JACKSON LEWIS P.C. 160 West Santa Clara Street, Suite 400 San Jose, California 95113

19
20 **NO PUBLIC COMMENT**

21 35. The Class Representatives and Class Counsel will not make any public disclosure
22 of the Settlement, except through Court filings to preliminary and finally approve the
23 Settlement. Class Counsel will take all steps necessary to ensure that the Class Representatives
24 are aware of, and will ensure that the Class Representatives adhere to, the restriction against any
25 public disclosure of the Settlement. Following preliminary Court approval of the Settlement, the
26 Class Representatives and Class Counsel will not initiate any communications (directly or
27 indirectly) with the media regarding the Action. Notwithstanding the foregoing, the Class
28 Representatives and Class Counsel may, in response to a communication initiated by the media,

1 direct the inquiring media member to the public records of the Action on file with the Court.
2 Class Counsel will take all steps reasonably necessary to ensure that the Class Representatives
3 are aware of, and will ensure that he will adhere to, the restriction against any media comment
4 on the Settlement and its terms.

5 **CONSTRUCTION**

6 36. The Parties hereto agree that the terms and conditions of this Stipulation of
7 Settlement are the result of arms-length negotiations and private mediation between the Parties
8 and this Stipulation of Settlement shall not be construed in favor of or against any party by
9 reason of the extent to which any party or his, her or its counsel participated in the drafting of
10 this Stipulation of Settlement.

11 **MODIFICATION**

12 37. This Stipulation of Settlement may not be changed, altered, or modified, except
13 in writing and signed by the Parties hereto and approved by the Court. This Stipulation of
14 Settlement may not be discharged except by performance in accordance with its terms or by a
15 writing signed by the Parties hereto.

16 **INTEGRATION CLAUSE**

17 38. This Stipulation of Settlement and the Mediator's Proposal contain the entire
18 agreement between the Parties relating to the Settlement and transaction contemplated hereby,
19 and all prior or contemporaneous agreements, understandings, representations, and statements,
20 whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.
21 No rights hereunder may be waived except in writing.

22 **BINDING ON ASSIGNS**

23 39. This Stipulation of Settlement shall be binding upon and inure to the benefit of
24 the Parties and the Released Parties hereto, and their respective heirs, trustees, executors,
25 administrators, successors, and assigns.

26 **CLASS MEMBER SIGNATORIES**

27 40. It is agreed that because the Class Members and PAGA Members are so
28 numerous, it is impossible or impractical to have Class Members and PAGA Members execute

and effect as if this Stipulation of Settlement were executed by each Class Members and PAGA Member.

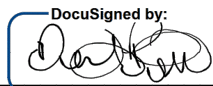
COUNTERPARTS

41. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

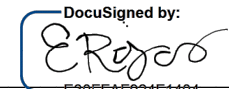
Dated: May 31, 2025

PLAINTIFF DEMETRIA PRITCHETT:

By: 
 Plaintiff and Class Representative

Dated: May 29, 2025

PLAINTIFF ELIZABETH ROJAS:

By: 
 Plaintiff and Class Representative

Dated: May __, 2025

PLAINTIFF ALISSA BAKER:

By: _____
 Plaintiff and Class Representative

Dated: May __, 2025

FAMILY HEALTHCARE NETWORK

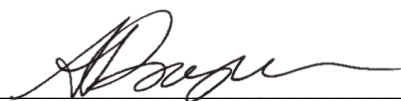
By: _____
 24

Its Authorized Officer or Agent

AGREED AS TO FORM:

Dated: May 31, 2025

JAMES HAWKINS APLC:

By: 

Attorneys for Plaintiffs, Class Representatives,
Settlement Class, and PAGA Members

Dated: May ___, 2025

BRADLEY/GROMBACHER, LLP

By: _____

Attorneys for Plaintiffs, Class Representatives,
Settlement Class, and PAGA Members

Dated: May ___, 2025

MAJARIAN LAW GROUP APC

By: _____

Attorneys for Plaintiffs, Class Representatives,
Settlement Class, and PAGA Members

Dated: May ___, 2025

JACKSON LEWIS P.C.:

By: _____

Veronica T. Hunter
Elise G. Dvorochkin

Attorneys for Defendants
FAMILY HEALTHCARE NETWORK

1 this Stipulation of Settlement. The Class and PAGA Notice will advise all Class Members and
2 PAGA Members of the binding nature of the release, and the release shall have the same force
3 and effect as if this Stipulation of Settlement were executed by each Class Members and PAGA
4 Member.

5 **COUNTERPARTS**

6 41. This Stipulation of Settlement may be executed in counterparts and by facsimile
7 signatures, and when each Party has signed and delivered at least one such counterpart, each
8 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
9 together with other signed counterparts, shall constitute one Stipulation of Settlement binding
10 upon and effective as to all Parties.

11 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
12 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
13 Defendants as of the date(s) set forth below:

14 Dated: November __, 2025

PLAINTIFF DEMETRIA PRITCHETT:

15
16 By: _____
Plaintiff and Class Representative

17
18 Dated: November __, 2025

PLAINTIFF ELIZABETH ROJAS:

19
20 By: _____
Plaintiff and Class Representative

21
22 Dated: November __, 2025

PLAINTIFF ALISSA BAKER:

23
24 By: _____
Plaintiff and Class Representative

25 Dated: November 20, 2025

FAMILY HEALTHCARE NETWORK

26
27 By:  _____
Its Authorized Officer or Agent

this Stipulation of Settlement. The Class and PAGA Notice will advise all Class Members and PAGA Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each Class Members and PAGA Member.

COUNTERPARTS

41. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: November __, 2025

PLAINTIFF DEMETRIA PRITCHETT:

By: _____
Plaintiff and Class Representative

Dated: November __, 2025

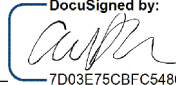
PLAINTIFF ELIZABETH ROJAS:

By: _____
Plaintiff and Class Representative

Dated: November __, 2025

PLAINTIFF ALISSA BAKER:

12/5/2025

By:  _____
Plaintiff and Class Representative

Dated: November 20, 2025

FAMILY HEALTHCARE NETWORK

By:  _____
Its Authorized Officer or Agent

1 AGREEED AS TO FORM:

2
3 Dated: November ___, 2025

JAMES HAWKINS APLC:

4
5 By: _____

6
7 Attorneys for Plaintiffs, Class Representatives,
8 Settlement Class, and PAGA Members

9 Dated: November ___, 2025

BRADLEY/GROMBACHER, LLP

10
11 By: _____

12
13 Attorneys for Plaintiffs, Class Representatives,
14 Settlement Class, and PAGA Members

15 Dated: November ___, 2025

MAJARIAN LAW GROUP APC

16
17 By: _____

18
19 Attorneys for Plaintiffs, Class Representatives,
20 Settlement Class, and PAGA Members

21 Dated: December 4, 2025

JACKSON LEWIS P.C.:

22
23 By:  _____

24 Veronica T. Hunter
25 Elise G. Dvorochkin
26 Omar Mustafa

27 Attorneys for Defendants
28 FAMILY HEALTHCARE NETWORK

1 AGREED AS TO FORM:

2
3 Dated: November __, 2025

JAMES HAWKINS APLC:

4
5
6 By: _____

7 Attorneys for Plaintiffs, Class Representatives,
8 Settlement Class, and PAGA Members

9 Dated: November __, 2025

BRADLEY/GROMBACHER, LLP

10 12/5/2025

11 By: _____
12 DocuSigned by:
Marc Bradley
4EC77CC0440240A...

13 Attorneys for Plaintiffs, Class Representatives,
14 Settlement Class, and PAGA Members

15 Dated: November __, 2025

MAJARIAN LAW GROUP APC

16 12/5/2025

17 By: _____
18 DocuSigned by:
Garen Majarian
6FC1883772AA45C...

19 Attorneys for Plaintiffs, Class Representatives,
20 Settlement Class, and PAGA Members

21 Dated: December 4, 2025

JACKSON LEWIS P.C.:

22
23 By:  _____

24 Veronica T. Hunter
25 Elise G. Dvorochkin
26 Omar Mustafa

27 Attorneys for Defendants
28 FAMILY HEALTHCARE NETWORK

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/4/2025 10:49:08 AM
Certified Delivered	Security Checked	12/5/2025 9:27:07 AM
Signing Complete	Security Checked	12/5/2025 9:27:18 AM
Completed	Security Checked	12/5/2025 9:27:18 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Majarian Law Group, APC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Majarian Law Group, APC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: garen@majarianlawgroup.com

To advise Majarian Law Group, APC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at garen@majarianlawgroup.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Majarian Law Group, APC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to garen@majarianlawgroup.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Majarian Law Group, APC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to garen@majarianlawgroup.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Majarian Law Group, APC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Majarian Law Group, APC during the course of your relationship with Majarian Law Group, APC.