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on behalf of herself and all others similarly situated and aggrieved

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Randstad North America, Inc.

[additional attorneys on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

RAVNEET KAUR, and JESSICA
GONZALEZ, as aggrieved employees, and
on behalf of all other aggrieved employees
under the Labor Code Private Attorneys'
General Act of 2004,

Plaintiffs,

v.

COLOR HEALTH, INC., a Delaware
corporation; RANDSTAD NORTH
AMERICA, INC., a Delaware corporation;
TABITHA DATTE, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23-CIV-00420

[Assigned to the Hon. Nancy Fineman, in
Dept. 4]

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Action Filed: January 27, 2023
Trial Date: None

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Attorneys for Defendant Color Health, Inc.

1 This Joint Stipulation re: PAGA Settlement (“Settlement” or “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiffs Ravneet Kaur and Jessica Gonzalez (“Plaintiffs”)
3 individually and on behalf of the Aggrieved Employees, on the one hand; and defendants Color
4 Health, Inc. and Randstad North America, Inc. (“Defendants”), on the other hand, in the lawsuit
5 entitled *Kaur, et al. v. Color Health, Inc., et al.*, filed in San Mateo County Superior Court, Case
6 No. 23-CIV-00420 (the “Action”). Plaintiffs and Defendants shall be, at times, collectively
7 referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and
8 forever resolve the claims as set forth herein, based upon and subject to the terms and conditions
9 of this Agreement.

10 **1. DEFINITIONS**

11 **A. “Action”** means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations
12 against Defendants captioned *Kaur, et al. v. Color Health, Inc., et al.*, Case No. 23-CIV-00420,
13 initiated on January 27, 2023 and pending in Superior Court of the State of California, County of
14 San Mateo.

15 **B. “Administrator”** means Phoenix Settlement Administrators, the neutral entity
16 the Parties have agreed to appoint to administer the Settlement.

17 **C. “Administration Expenses Payment”** means the amount the Administrator will
18 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
19 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
20 with approval of this Settlement.

21 **D. “Aggrieved Employee”** means all persons currently or formerly employed by Color
22 Health, Inc., either directly or through Randstad North America, Inc., as hourly-paid, non-exempt
23 employees during the PAGA Period in the State of California.

24 **E. “Aggrieved Employee Data”** means Aggrieved-Employee-identifying
25 information in Defendants’ possession including the Aggrieved Employee’s (1) name; (2) last
26 known mailing address; (3) Social Security Number; (4) number of PAGA Pay Periods; and (5)
27 the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation
28 date(s)).

1 **F. “Aggrieved Employee Address Search”** means the Administrator’s
2 investigation and search for current Aggrieved Employees’ mailing addresses using all
3 reasonably available sources, methods and means including, but not limited to, the National
4 Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved
5 Employees.

6 **G. “Court”** means the Superior Court of California, County of San Mateo.

7 **H. “Defendants”** means named Defendants Color Health, Inc. and Randstad North
8 America, Inc.

9 **I. “Defense Counsel”** means Nathan D. Chapman of Kabat Chapman & Ozmer
10 LLP and Jennifer Svanfeldt, Teresa W. Ghali, and Carlos I. Martinez-Garcia of GBG LLP.

11 **J. “Effective Date”** means the date by when both of the following have occurred:
12 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the
13 Judgment is final. The Judgment is final as of the day the Court enters Judgment.

14 **K. “Gross Settlement Amount”** means \$250,000.00, which is the total amount
15 Defendants agree to pay (\$215,000.00 to be paid by Defendant Color Health and \$35,000.00 to
16 be paid by Defendant Randstad) under the settlement except as provided in Paragraph 8 below.
17 The Gross Settlement Amount will be used to pay Plaintiffs’ Service Award, Individual PAGA
18 Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel
19 Litigation Expenses Payment, and the Administrator’s Expenses Payment.

20 **L. “Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
21 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
22 Employee worked during the PAGA Period.

23 **M. “Judgment”** means the judgment entered by the Court based upon the Final
24 Approval.

25 **N. “LWDA”** means the California Labor and Workforce Development Agency, the
26 agency entitled, under Labor Code section 2699, subd. (i).

27 **O. “LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the
28 LWDA under Labor Code section 2699, subd. (i).

1 **P. “Net Settlement Amount”** means the Gross Settlement Amount, less the
2 following payments in the amounts approved by the Court: Plaintiffs’ Service Award, Individual
3 PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel
4 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
5 paid to Aggrieved Employees as Individual PAGA Payments.

6 **Q. “PAGA Counsel”** means, the David D. Bibiyan and Vedang J. Patel of Bibiyan
7 Law Group, P.C.

8 **R. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses**
9 **Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
10 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

11 **S. “PAGA Pay Period”** means any Pay Period during which an Aggrieved
12 Employee worked for Defendant Color Health, Inc., either directly or through Randstad North
13 America, Inc. for at least one day during the PAGA Period.

14 **T. “PAGA Period”** means the period from November 21, 2021 through January 17,
15 2025.

16 **U. “PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

17 **V. “PAGA Notice” and “Amended PAGA Notice”** mean Plaintiffs’ November 21,
18 2022 and January 27, 2023 letters to Defendants and the LWDA providing notice pursuant to
19 Labor Code section 2699.3, subd.(a).

20 **W. “PAGA Penalties”** means the total amount of PAGA civil penalties to be paid
21 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$27,975) and
22 the 75% to LWDA (\$83,925) in settlement of PAGA claims.

23 **X. “Plaintiffs”** means Ravneet Kaur and Jessica Gonzalez, the named Plaintiffs in
24 the Action.

25 **Y. “Approval Order”** means the proposed Court Order Granting Approval of
26 PAGA Settlement.

27 **Z. “Released PAGA Claims”** means the claims being released by the Plaintiffs and
28 PAGA Counsel and as described in Paragraph (5) below.

1 **AA. “Released Parties”** means: Color Health, Inc. and Randstad North America, Inc.
2 and each of their parents, subsidiaries, affiliates, owners, predecessors, successors, and associated
3 organizations, past and present, and each of their respective trustees, directors, officers, agents,
4 joint employers, staffing agencies, attorneys, managing agents, employees, contractors, insurers,
5 representatives, assigns, all persons acting by, through, under, or in concert with any of them,
6 and/or all persons acting on their behalf, including Defendant Tabitha Datte (who was named but
7 not served with the Action).

8 **BB. “Settlement”** means the disposition of the Action effected by this Agreement and
9 the Judgment.

10 **2. RECITALS**

11 **A.** On November 21, 2022, Plaintiff Kaur submitted to the LWDA and served on
12 Defendants a notice under Labor Code section 2699.3 stating Plaintiff Kaur intended to serve as
13 a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various
14 Labor Code violations (“PAGA Notice”).

15 **B.** Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Kaur gave timely
16 written notice to Defendants and the LWDA by sending the PAGA Notice.

17 **C.** On January 26, 2023, Plaintiff Kaur submitted an amended PAGA Notice
18 indicating that Plaintiff Gonzalez intended to also serve as a proxy for the LWDA to recover civil
19 penalties on behalf of Aggrieved Employees for various Labor code violations (“Amended
20 PAGA Notice.”).

21 **D.** On January 27, 2023, after sixty-five (65) days had passed without any
22 communication or action by the LWDA with respect to the Labor Code violations alleged in the
23 PAGA Notice, Plaintiffs filed a representative action under PAGA against Defendants in the
24 Superior Court of California, County of San Mateo, Case No. 23-CIV-00420, for the Labor Code
25 violations set out in their PAGA Notices (“PAGA Action”).

26 **E.** On December 5, 2024, the Parties participated in an all-day mediation presided
27 over by experienced wage and hour mediator Lynn Frank, Esq., which led to this Agreement to
28 settle the Action.

1 **H.** Prior to mediation, Plaintiffs obtained, through informal discovery, a sampling of
2 (1) Defendant Color Health’s time records for 15% of all Aggrieved Employees between
3 November 21, 2022 to December 3, 2024; (2) Defendant Color Health’s payroll records for 15%
4 of all Aggrieved Employees between November 21, 2022 to December 3, 2024; (3) Defendant
5 Color Health’s relevant policy documents applicable between November 21, 2022 to December
6 3, 2024, including multiple versions of the employee handbooks, multiple travel and expenses
7 documents, onboarding documents, and an employee performance evaluation; (4) Defendant
8 Randstad’s time and payroll records for 100% of the Aggrieved Employees placed on assignment
9 with Defendant Color Health; (5) Defendant Randstad’s relevant policy documents applicable
10 between November 21, 2022 to December 3, 2024, including onboarding documents, an
11 employee handbook, a California employee handbook addendum, a meal and rest break policy,
12 a purported six-hour meal period voluntary waiver, a purported second meal period voluntary
13 waiver, and a purported “talent agreement.” From this documentation, Plaintiffs were able to
14 derive relevant data points, including the number of Aggrieved Employees, the number of Pay
15 Periods between November 21, 2022 to December 3, 2024, the average regular rate of pay, and
16 the number of shifts between November 21, 2022 to December 3, 2024.

17 **I.** The Parties, PAGA Counsel, and Defense Counsel represent that they are not
18 aware of any other pending matter or action asserting claims that will be extinguished or affected
19 by the Settlement, other than as provided in this Settlement Agreement.

20 **3. MONETARY TERMS**

21 **A. Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below,
22 Defendants promise to pay \$250,000.00 and no more as the Gross Settlement Amount
23 (\$215,000.00 to be paid by Defendant Color Health and \$35,000.00 to be paid by Defendant
24 Randstad). Defendants have no obligation to pay the Gross Settlement Amount prior to 30 days
25 following the Effective Date. The Administrator will disburse the entire Gross Settlement
26 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of
27 payment. None of the Gross Settlement Amount will revert to Defendants.

28 **B. Payments from the Gross Settlement Amount.** The Administrator will make

1 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
2 by the Court in the Final Approval:

3 (1) **Service Awards.** Plaintiffs will apply to the Court for an award
4 of up to \$7,500.00, each, as the Service Award, and in exchange for their
5 individual releases of claims against Defendants and the dismissal of all pending
6 claims against Defendants. Defendants will not oppose a Service Award of up to
7 \$7,500.00 to each Plaintiff. The Settlement Administrator shall pay the Service
8 Awards, either in the amount stated herein if approved by the Court or some other
9 amount as approved by the Court, to Plaintiffs from the Gross Settlement Amount
10 no later than fourteen (14) days after Defendants fund the Gross Settlement
11 Amount as provided below in paragraph 4. Any portion of the requested Service
12 Awards that are not awarded to the Plaintiffs shall be part of the PAGA Settlement
13 Amount and shall be distributed to the Aggrieved Employees as provided in this
14 Agreement. The Settlement Administrator shall issue an IRS Form 1099 - MISC
15 to Plaintiffs for their Service Award. Plaintiffs shall be solely and legally
16 responsible to pay any and all applicable taxes on their Service Award and shall
17 hold harmless the Released Parties from any claim or liability for taxes, penalties,
18 or interest arising as a result of the Service Award. Approval of this Settlement
19 shall not be conditioned on Court approval of the requested amount of the Service
20 Award. If the Court reduces or does not approve the requested Service Awards,
21 Plaintiffs shall not have the right to revoke the Settlement, and it will remain
22 binding.

23 (2) **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
24 35% which is currently estimated to be \$87,500.00 and PAGA Counsel Litigation
25 Expenses Payment of not more than \$30,000.00. Defendants will not oppose
26 requests for Court approval of these payments provided that they do not exceed
27 these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion
28 for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If

1 the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel
2 Litigation Expenses Payment less than the amounts requested, the Administrator
3 will allocate the remainder to the Net Settlement Amount. Released Parties shall
4 have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from
5 any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel
6 Litigation Expenses Payment. The Administrator will pay the PAGA Counsel
7 Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099
8 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on
9 the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses
10 Payment and holds Defendants harmless, and indemnifies Defendants, from any
11 dispute or controversy regarding any division or sharing of any of these Payments.

12 (3) **To the Administrator:** An Administrator Expenses Payment not
13 to exceed \$5,600 except for a showing of good cause and as approved by the
14 Court. To the extent the Administration Expenses are less or the Court approves
15 payment less than \$5,600, the Administrator will retain the remainder in the Net
16 Settlement Amount.

17 (4) **To the LWDA and Aggrieved Employees:** PAGA Penalties in
18 the amount of \$111,900 to be paid from the Gross Settlement Amount, with 75%
19 (\$83,925) allocated to the LWDA PAGA Payment and 25% (\$27,975) allocated
20 to the Individual PAGA Payments.

21 (a) The Administrator will calculate each Individual
22 PAGA Payment by (a) dividing the amount of the
23 Aggrieved Employees' 25% share of PAGA Penalties
24 (\$27,975) by the total number of PAGA Period Pay
25 Periods worked by all Aggrieved Employees during
26 the PAGA Period and (b) multiplying the result by
27 each Aggrieved Employee's PAGA Period Pay
28 Periods. Aggrieved Employees assume full

responsibility and liability for any taxes owed on their Individual PAGA Payment.

(b) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING PAYMENTS**

A. Aggrieved Employee Pay Periods. Based on a review of its records as of January 17, 2025, Defendants estimate there are approximately 368 Aggrieved Employees who worked a total of 8,603 PAGA Pay Periods.

B. Aggrieved Employee Data. Within 14 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

C. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting their respective shares of the Gross Settlement Amount (\$215,000.00 to be funded by Defendant Color Health and \$35,000.00 to be funded by Defendant Randstad) to the Administrator no later than 30 days after the Effective Date.

1 **D. Payments from the Gross Settlement Amount.** Within 10 days after Defendants
2 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
3 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
4 Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment
5 shall not precede disbursement of Individual PAGA Payments.

6 (1) The Administrator will issue checks for the Individual PAGA
7 Payments and send them to the Aggrieved Employees via First Class U.S. Mail,
8 postage prepaid. The face of each check shall prominently state the date (not less
9 than 180 days after the date of mailing) when the check will be voided. The
10 Administrator will cancel all checks not cashed by the void date. Before mailing
11 any checks, the Settlement Administrator must update the recipients' mailing
12 addresses using the National Change of Address Database. Each check will be
13 accompanied by a personalized version of Exhibit A, a cover letter providing
14 notice of the settlement.

15 (2) The Administrator must conduct an Aggrieved Employee Address
16 Search for all Aggrieved Employees whose checks are returned undelivered
17 without USPS forwarding address. Within 3 days of receiving a returned check
18 the Administrator must re-mail checks to the USPS forwarding address provided
19 or to an address ascertained through the Aggrieved Employee Address Search.
20 The Administrator need not take further steps to deliver checks to Aggrieved
21 Employees whose re-mailed checks are returned as undelivered. The
22 Administrator shall promptly send a replacement check to any Aggrieved
23 Employee whose original check was lost or misplaced, requested by the
24 Aggrieved Employee prior to the void date.

25 (3) For any Aggrieved Employee whose Individual PAGA Payment
26 check is uncashed and cancelled after the void date, the Administrator shall
27 transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid
28 at Work, for use in Los Angeles County.

(4) The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiffs, the Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

A. Plaintiffs' Release. In exchange for payment of the Service Awards, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, known and unknown, they may have against Defendants and the other Released Parties referenced above, from the beginning of time through the date Defendants fund the Gross Settlement Amount. Plaintiffs' release includes, but is not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the operative complaint in the Action and the PAGA Notices ("Plaintiffs' Release"). Plaintiffs' release also includes, but is not limited to, the claims asserted against Defendants in the related matter, *Ravneet Kaur, et al. v. Color Health, Inc., et al.*, Case No. 22-CIV-04941, initiated on November 11, 2022 and pending in Superior Court of the State of California, County of San Mateo (the "Related Action"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

(1) Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the

provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

(2) Plaintiffs' Dismissal of Individual Claims. Within five (5) business days of the Effective Date of this Agreement, Plaintiffs shall file a request for dismissal with prejudice of the individual wage and hour claims of the Related Action.

B. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties and penalties under California Labor Code sections 210, 226.3, 558 and 1197.1 that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint in the Action, the PAGA Notice, and the Amended PAGA Notice, including: (a) failure to pay on a timely basis; (b) failure to provide accurate itemized wage statements; (c) failure to pay minimum wage, straight time, compliant overtime, double time, or any other types of wages; (d) failure to provide compliant meal periods and/or to pay compliant meal period premiums; (e) failure to provide compliant rest breaks and/or to pay compliant rest break premiums; (f) failure to timely pay all wages due at termination, including claims for waiting time penalties; (g) failure to reimburse business expenses; (h) failure to provide the opportunity to inspect employment records; (i) failure to provide notice as required by Labor Code section 2810.5; (i) failure provide proper accrual, use and rate of pay for paid sick leave; (j) failure to pay out all time off and or vacation wages owed at the proper rate of pay; (k) failure to maintain accurate employment records; and (l) any further penalties under Labor Code section 2699 to the extent based on the factual allegations in the Complaint, the PAGA Notice, and the Amended PAGA Notices filed by the PAGA Representatives.

1 **C. Release by PAGA Counsel:** PAGA Counsel release on behalf of their present
2 and former attorneys, employees, agents, successors and assigns the Released Parties from all
3 claims for PAGA Fees incurred in connection with the Complaint and the PAGA Period facts
4 stated in the Complaint, the PAGA Notice, and the Amended PAGA Notice.

5 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

6 Plaintiffs and/or PAGA Counsel will file a motion for approval of this Settlement
7 approved by Defense Counsel.

8 **A. Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense
9 Counsel all documents necessary for obtaining approval of this Settlement under Labor Code
10 Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA
11 Settlement and Judgment; (ii) a signed declaration from the Administrator attaching its "not to
12 exceed" bid for administering the Settlement and attesting to its willingness to serve;
13 competency; operative procedures for protecting the security of Aggrieved Employee Data;
14 amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance;
15 all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the
16 LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel
17 or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely
18 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
19 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)),
20 this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual
21 or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their
22 Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other
23 pending matter or action asserting claims that will be extinguished or adversely affected by the
24 Settlement, other than as provided in this Agreement.

25 **B. Responsibilities of PAGA Counsel.** PAGA Counsel and Defense Counsel are
26 jointly responsible for expeditiously finalizing and filing the application or motion for approval
27 of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt
28 hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA

Counsel agree to provide Defense Counsel with a draft of all motion papers no later than five (5) business days before the filing deadline. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

C. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

D. Impact of Non-Approval by the Court. This Settlement is expressly conditioned upon the Court's granting the Motion and entering the Approval Order and Judgment. If the Parties cannot obtain approval from the Court despite their best efforts to do so, the Parties shall be restored to their litigation positions prior to execution of this Settlement and this Settlement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in this or any other action.

7. SETTLEMENT ADMINISTRATION

A. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

B. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

1 **C. Qualified Settlement Fund.** The Administrator shall establish a settlement fund
2 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
3 Regulation section 468B-1.

4 **D. Administrator Duties.** The Administrator has a duty to perform or observe all
5 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**
7 **CLAUSE**

8 Based on its records, Defendants estimates that there are 368 Aggrieved Employees who
9 worked 8603 Pay Periods from November 22, 2021 to January 17, 2025.

10 **8.1 Increase in the Gross Settlement Amount.** Defendants represent that
11 through October 5, 2024, Aggrieved Employees worked no more than approximately 8,480 total
12 Pay Periods for Color Health. If the number of pay periods during the PAGA Period for the
13 Aggrieved Employees is more than 9,328 Pay Periods (110% of 8,480 pay periods), then the
14 Gross Settlement Amount shall be increased proportionally by the pay periods worked in excess
15 of 9,328 pay periods multiplied by the Pay Period Value. The Parties agree that the Pay Period
16 Value amounts to, and the settlement amounts to, \$29.48 per pay period. (\$250,000 / 8,480 pay
17 periods.). Thus, for example, should there be 9,500 Pay Periods, in the PAGA Period, then the
18 Gross Settlement Amount shall be increased by \$5,070.56. ((9,500 pay periods – 9,328 pay
19 periods) x \$29.48 / pay period.) Any increase shall be paid by Defendant Color Health.

20 **9. CONTINUING JURISDICTION OF THE COURT**

21 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
22 Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or
23 Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-
24 Judgment matters as are permitted by law.

25 **A. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
26 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
27 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
28 rights to appeal from the Judgment, including all rights to post-judgment and appellate

1 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
2 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
3 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
4 perform under this Agreement will be suspended until such time as the appeal is finally resolved
5 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
6 Settlement Amount.

7 **10. ADDITIONAL PROVISIONS**

8 **A. No Admission of Liability or Representative Manageability for Other**
9 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
10 Nothing in this Agreement is intended or should be construed as an admission by Defendants
11 that any of the allegations in the Operative Complaint have merit or that Defendants have any
12 liability for any claims asserted; nor should it be intended or construed as an admission by
13 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that
14 representative treatment is for purposes of this Settlement only. If, for any reason the Court does
15 not approve this Settlement, Defendants reserve all available defenses to the claims in the Action,
16 and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement,
17 and the Parties' willingness to settle the Action will have no bearing on, and will not be
18 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
19 Settlement and this Agreement).

20 **B. Integrated Agreement.** Upon execution by all Parties and their counsel, this
21 Agreement together with its attached exhibits shall constitute the entire agreement between the
22 Parties relating to the Settlement, superseding any and all oral representations, warranties,
23 covenants, or inducements made to or by any Party.

24 **C. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
25 warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take
26 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
27 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
28 terms of this Agreement including any amendments to this Agreement.

1 **D. Cooperation.** The Parties and their counsel will cooperate with each other and
2 use their best efforts, in good faith, to implement the Settlement by, among other things,
3 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
4 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
5 the form or content of any document necessary to implement the Settlement, or on any
6 modification of the Agreement that may become necessary to implement the Settlement, the
7 Parties will seek the assistance of a mediator and/or the Court for resolution.

8 **E. No Prior Assignments.** The Parties separately represent and warrant that they
9 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
10 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 **F. No Tax Advice.** Neither Plaintiffs, PAGA Counsel, Defendants, nor Defense
13 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
14 Settlement be relied upon as such within the meaning of United States Treasury Department
15 Circular 230 (31 CFR Part 10, as amended) or otherwise.

16 **G. Modification of Agreement.** This Agreement, and all parts of it, may be
17 amended, modified, changed, or waived only by an express written instrument signed or agreed
18 to by all Parties or their representatives, and approved by the Court. Plaintiffs and Defendants
19 expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement,
20 or any part of it, PAGA Counsel and Defense Counsel are authorized to submit to the Court any
21 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
22 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
23 the use of signatures previously provided by the Parties.

24 **H. Agreement Binding on Successors.** This Agreement will be binding upon, and
25 inure to the benefit of, the successors of each of the Parties.

26 **I. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
27 be governed by and interpreted according to the internal laws of the state of California, without
28 regard to conflict of law principles.

1 **J. Cooperation in Drafting.** The Parties have cooperated in the drafting and
2 preparation of this Agreement. This Agreement will not be construed against any Party on the
3 basis that the Party was the drafter or participated in the drafting.

4 **K. Confidentiality.** To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement. The Parties and their counsel agree that they will not
7 issue any press releases or initiate any contact with the media about this case and/or the fact,
8 amount, or terms of the Settlement. If counsel for either party receives an inquiry about the
9 Settlement from the media, counsel may respond only after this Agreement has been publicly
10 filed and only by confirming the terms of the Settlement. Notwithstanding, PAGA Counsel shall
11 be permitted to direct any aggrieved employee who may contact PAGA counsel regarding the
12 settlement to the contact the settlement administrator, and nothing further; additionally, PAGA
13 Counsel shall be permitted to reference the case number and case name of the Action for purposes
14 of demonstrating their qualifications to serve as PAGA Counsel in future actions.

15 **L. Use and Return of Aggrieved Employee Data.** Information provided to PAGA
16 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
17 provided to PAGA Counsel by Defendants in connection with the mediation, other settlement
18 negotiations, or in connection with the Settlement, may be used only with respect to this
19 Settlement, and no other purpose, and may not be used in any way that violates any existing
20 contractual agreement, statute, or rule of court. PAGA Counsel shall destroy all information
21 provided to it by Defendants no later than 220 days after the Administrator discharges its
22 obligation to pay out all settlement funds.

23 **M. Headings.** The descriptive heading of any section or paragraph of this Agreement
24 is inserted for convenience of reference only and does not constitute a part of this Agreement.

25 **N. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day
28 thereafter.

1 **O. Notice.** All notices, demands or other communications between the Parties in
2 connection with this Agreement will be in writing and deemed to have been duly given as of the
3 third business day after mailing by United States mail, or the day sent by email or messenger,
4 addressed as follows:

5 To Plaintiffs:

6 **BIBIYAN LAW GROUP, P.C.**

7 David D. Bibiyan (SBN 287811)

8 david@tomorrowlaw.com

9 Vedang J. Patel (SBN 328647)

10 vedang@tomorrowlaw.com

11 1460 Westwood Boulevard

12 Los Angeles, California 90024

13 Tel: (310) 438-5555; Fax: (310) 300-1705

14 To Defendants:

15 Nathan D. Chapman (SBN 338735)

16 nchapman@kcozlaw.com

17 KABAT CHAPMAN & OZMER LLP

18 333 S. Grand Avenue, Suite 2225

19 Los Angeles, CA 90071

20 Telephone: (213) 493-3980

21 Facsimile: (404) 400-7333

22 Attorneys for Defendant

23 Randstad North America, Inc.

24 Jennifer Svanfeldt (SBN 233248)

25 Teresa W. Ghali (SBN 252961)

26 Carlos I. Martinez-Garcia (SBN 300234)

27 GBG LLP

28 601 Montgomery Street, Suite 1150

 San Francisco, CA 94111

 jensvanfeldt@gbgllp.com

 teresaghali@gbgllp.com

 carlosmartinez@gbgllp.com

 Attorneys for Defendant Color Health, Inc.

23 **P. Execution in Counterparts.** This Agreement may be executed in one or more
24 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
25 Agreement shall be accepted as an original. All executed counterparts and each of them will be
26 deemed to be one and the same instrument if counsel for the Parties will exchange between
27 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
28 prove the existence and contents of this Agreement.

1 **Q. Stay of Litigation.** The Parties agree that upon the execution of this Agreement
2 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
3 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
4 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
5 process.

6
7 **IT IS SO AGREED:**

8
9
10 
11 Ravneet Kaur (May 22, 2025 08:48 EDT)

12 For Plaintiff,

For Defendant,

13 For Plaintiff,

For Defendant,

14 

15 Counsel for Plaintiffs

Counsel for Defendants

1 **Q. Stay of Litigation.** The Parties agree that upon the execution of this Agreement
2 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
3 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
4 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
5 process.

6
7 **IT IS SO AGREED:**

8
9 _____
10 _____
11 For Plaintiff,

For Defendant,

12 *Jessica Gonzalez*

13 _____
14 For Plaintiff,

For Defendant,

15 _____
16 Counsel for Plaintiffs

Counsel for Defendants

Q. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED:

DocuSigned by: 5/6/2025
Jake Hargraves
812A6AAD670743A

Jake Hargraves, General Counsel

For Plaintiff,

For Defendant, Color Health, Inc.

For Plaintiff,

For Defendant,

Counsel for Plaintiffs

Janey Smith 5/6/2025
Counsel for Defendants
(Counsel for Color Health, Inc.)

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7 **IT IS SO AGREED:**
8
9

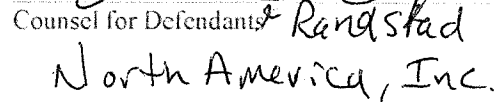
10 _____
11 For Plaintiff.

12 _____
13 For Defendant, Color Health, Inc.

14 
15 Sonny Calvert

16 _____
17 For Defendant, Randstad North America, Inc.

18 _____
19 Counsel for Plaintiffs

20 
21 Counsel for Defendants & Randstad
22 North America, Inc.