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UNIVERSITY HEALTHCARE ALLIANCE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

BREANA HARRISON, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

UNIVERSITY HEALTHCARE
ALLIANCE; and DOES 1-100, inclusive,

Defendants

CASE NO. 21-CV003143

CLASS AND REPRESENTATIVE
ACTION

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE**

Assigned To: Hon. Evelio Grillo

Complaint Filed: 11/29/2021

First Amended Complaint: 2/4/2022

This *Amended* Joint Stipulation of Class Action Settlement and Release (the
"Agreement" or "Settlement Agreement") is made and entered into by and between Plaintiff
Breana Harrison ("Plaintiff"), as an individual and on behalf of all others alleged to be similarly
situated, and Defendant University Healthcare Alliance (together "UHA" or "Defendant")
(Plaintiff and Defendant each a "Party" and collectively the "Parties"). Except as otherwise

1 specified, defined terms shall have the meanings set forth in the Recitals and Section 1 of this
2 Agreement.

3 **RECITALS**

4 A. Plaintiff initiated the above-captioned lawsuit by filing a Class Action
5 Complaint against Defendant on or about November 29, 2021, in the Superior Court for the
6 County of Alameda ("Court"), Case No. 21-CV-003143 (the "Action"). Plaintiff's Complaint
7 alleged (1) Failure to Pay Overtime Wages (Labor Code §§ 204, 510, 1194, 1199); (2) Failure
8 To Provide Timely And Accurate Wage Statements (Labor Code § 226); (3) Failure To Pay All
9 Wages Due At Termination-Waiting Time Penalties (Labor Code §§ 201, 202, 203); and (4)
10 Unfair Practices Under The Unfair Competition Act (California Business & Professions Code
11 §§ 17200-17208). On February 4, 2022, Plaintiff filed a First Amended Class Action
12 Representative Action Complaint ("FAC") adding a fifth cause of action for Violation of the
13 Private Attorney General Act ("PAGA") (California Labor Code §§ 2698, *et seq.*) The FAC is
14 the operative complaint. Plaintiff's FAC asserts these claims on behalf of an alleged class of all
15 current and former medical assistant float pool employees who physically performed overtime
16 work, and were paid an incorrect overtime rate, for Defendant in the State of California from
17 November 11, 2017 until the entry of judgment.

18 B. Thereafter, Plaintiff and Defendant engaged in formal and informal discovery,
19 including the exchange of documents and data, including but not limited to information
20 regarding overtime amounts paid to Class Members during the relevant period, which for
21 practical purposes is March 2019 to December 31, 2020.

22 C. On August 29, 2022, the Parties participated in an all-day mediation before
23 Michael J. Loeb of JAMS, a well-respected mediator with significant experience mediating
24 employment wage-and-hour class actions. After a full day mediation, the Parties agreed to the
25 material terms of this Agreement, which were documented in a signed Memorandum of
26 Understanding ("MOU").

27 D. At all times, Defendant has denied and continues to deny any wrongdoing and
28 denies that it committed, threatened, or attempted to commit, any of the wrongful acts or

1 violations of law or duty alleged in the FAC or the Action, and instead contends that it has acted
2 properly and lawfully. Defendant also denies that Plaintiff or any of the Class Members are
3 entitled to any form of wages, damages, penalties, interests, attorneys' fees, costs, or any relief
4 whatsoever (at law or at equity) based on the conduct alleged in the FAC or the Action. In
5 addition, Defendant maintains that it has meritorious defenses to the claims alleged in the FAC
6 and the Action, and that it was prepared to vigorously defend the Action. Nonetheless, taking
7 into account the uncertainty and risks inherent in litigation, Defendant has concluded that
8 defense of the claims asserted in the FAC and the Action would be burdensome and expensive,
9 and that it is desirable and beneficial to fully and finally settle and terminate the Action in the
10 manner and upon the terms and conditions set forth in this Agreement.

11 E. Plaintiff believes that the claims asserted in the Action have substantial merit.
12 Nonetheless, Plaintiff and her counsel, Matthew S. Da Vega and Matthew Fisher of Da Vega
13 Fisher Mechtenberg LLP ("Class Counsel"), recognize and acknowledge the expense and length
14 of continued prosecution of the Action against Defendant through trial and any subsequent
15 appeals. Plaintiff and Class Counsel have also taken into account the uncertain outcome and risks
16 of litigation, especially in complex actions, as well as the difficulties and delays inherent in such
17 litigation. Based on their evaluation, Class Counsel have concluded that the terms and conditions
18 of this Settlement Agreement are fair, reasonable, and adequate to the Class, and that it is in the
19 best interests of the Class to settle the claims alleged in the FAC and the Action pursuant to the
20 terms and provisions of this Settlement Agreement.

21 F. The Gross Settlement Amount was negotiated and agreed-upon by the Parties.
22 The Gross Settlement Amount as defined in Section 1.16 below, is the maximum amount to be
23 paid by Defendant as a result of this Settlement, except as expressly provided in Section 6.2
24 and Defendant, in addition to the Gross Settlement Amount, shall separately pay any Employer
25 payroll taxes (e.g. FICA, FUTA, payroll taxes, and/or any similar tax or charge) in connection
26 with the Settlement. The value of the Gross Settlement Amount was expressly negotiated to
27 account for and cover the payment of the Class Representative Enhancement Payment, the
28 Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award to

1 Class Counsel, the LWDA Payment, and as described in Section 7.1, all payments to
2 Settlement Class Members (all capitalized terms defined below). In no event shall Defendant
3 be required to pay more than the Gross Settlement Amount and Employer Payroll Taxes,
4 except as expressly provided in Section 6.2.

5 G. This Agreement is made and entered into by and between Plaintiff, individually
6 and on behalf of all others alleged to be similarly situated, and Defendant, and is subject to the
7 terms and conditions hereof and the Court's approval. The Parties expressly acknowledge that
8 this Agreement is entered into solely for the purpose of compromising significantly disputed
9 complex claims and that nothing herein is an admission of liability or wrongdoing by Defendant.
10 The Agreement's provisions, and all related drafts, communications and discussions, cannot be
11 construed as or deemed to be evidence of an admission or concession of any point of fact or law
12 by any person or entity and cannot be offered or received into evidence or requested in discovery
13 in this Action or any other action or proceeding as evidence of an admission or concession. If for
14 any reason the Agreement is not approved by the Court, the Agreement and the MOU will be of
15 no force or effect.

16 AGREEMENT

17 1. DEFINITIONS.

18 The following section defines terms that are not defined above. Some definitions use
19 terms that are defined later in this Section:

20 1.1 "Class" shall refer to the following group of individuals: "All current and former
21 medical assistant float pool employees who physically performed overtime work, and were paid
22 an incorrect overtime rate, for Defendant in the State of California from November 11, 2017
23 until the through the date the Court grants preliminary approval of the Settlement." "Class
24 Member(s)" refers to a member(s) of the Class.

25 1.2 "Settlement Administrator" means CPT Group, the third-party class action
26 settlement administrator mutually agreed to by the Parties for the purposes of administering this
27 Settlement. The Parties will each ensure and represent that they do not have any financial interest
28

1 in the Settlement Administrator or otherwise have a relationship with the Settlement
2 Administrator that could create a conflict of interest.

3 1.3 "Settlement Administration Costs" means the costs payable to the Settlement
4 Administrator for all fees and expenses reasonably and necessarily incurred as a result of
5 administering this Settlement, including, but not limited to, the cost of providing notice of the
6 proposed settlement to the Class, the cost of administering the settlement and any settlement
7 fund created as a result of this Agreement. These costs will include, *inter alia*, required tax
8 reporting on the Individual Settlement Amounts, the issuing of IRS Form 1099 and Form W-2,
9 distributing the Notice, calculating and distributing the Class and PAGA Settlement amounts,
10 and providing necessary reports and declarations. The Settlement Administration Costs are
11 estimated to **not exceed Seven Thousand Five Hundred Dollars (\$7,500)** and shall be payable
12 from, and not in addition to, the Gross Settlement Amount. To the extent the Settlement
13 Administrations Costs are greater than the estimated amount such excess amount will also be
14 deducted from the Gross Settlement Amount.

15 1.4 "Class Counsel" means Matthew S. Da Vega and Matthew Fisher of Da Vega
16 Fisher Mechtenberg LLP.

17 1.5 "Class Counsel Award" means the amount awarded by the Court pursuant to this
18 Agreement to Class Counsel for reasonable attorneys' fees and reimbursement of litigation costs
19 and expenses incurred in connection with the litigation and resolution of this Action, including,
20 but not limited to, costs associated with documenting the Agreement, securing the Court's
21 approval of the Agreement, administering the Agreement, obtaining entry of the judgment in the
22 Action, and expenses for any experts or consultants. The Class Counsel Award shall be paid
23 from, and not in addition to, the Gross Settlement Amount. Class Counsel shall request
24 attorneys' fees of up to thirty-three percent (33%) of the Gross Settlement Amount of
25 \$90,000.00, or **Twenty-Nine Thousand Seven Hundred Dollars (\$29,700)**, plus the
26 reimbursement of reasonable costs and expenses not to exceed **Twenty Thousand Dollars**
27 **(\$20,000)**, both of which will be paid from the Gross Settlement Amount. Defendant agrees not
28 to oppose Class Counsel's fee and cost applications up to the above-specified amounts. Any

1 portion of the Class Counsel Award not awarded to Class Counsel shall be added back to the
2 Gross Settlement Amount for the benefit of Settlement Class Members and PAGA Group.

3 1.6 "Class List" means a list of the Class Members formatted in Microsoft Office
4 Excel and shall include each Class Member's full name; mailing address and telephone number
5 last known to Defendant; and Social Security number. The Settlement Administrator will treat
6 the Class List as confidential, and the Class List shall not be used for any purpose other than as
7 set forth herein. The Settlement Administrator shall not disclose the Class List to Class Counsel
8 or any other person or entity.

9 1.7 "Class Period" refers to the period of time from November 11, 2017 through the
10 date the Court grants preliminary approval of the Settlement."

11 1.8 "Class Representative Enhancement Payment" means the amount to be awarded
12 by the Court pursuant to this Agreement to be paid to Plaintiff in recognition of her effort and
13 work in prosecuting the Action on behalf of the Class Members and others similarly situated, and
14 the associated risks of acting as a class representative. The Class Representative Enhancement
15 Payment shall be reported on an IRS Form 1099 and shall be payable from, and not in addition
16 to, the Gross Settlement Amount. Plaintiff will request up to **Five Thousand Dollars (\$5,000)**
17 in recognition of her service, and Defendant will not oppose this request. Any portion of the
18 Class Representative Enhancement Payment not awarded by the Court to Plaintiff shall be added
19 to the Class Settlement Amount for the benefit of Participating Class Members and PAGA
20 Group.

21 1.9 "Class Settlement" means the settlement and resolution of the Released Claims,
22 not including claims under PAGA (the California Private Attorneys General Act, California
23 Labor Code section 2698, *et seq.*), which is detailed in the PAGA Release.

24 1.10 "Complaint" means the original complaint filed on or about November 29, 2021
25 and the FAC filed by Plaintiff on or about February 4, 2022.

26 1.11 "Defendant's Counsel" shall mean Michael D. Bruno and Rachel Winterle of
27 Gordon Rees Scully Mansukhani
28

1.12 "Effective Date" means the date of the entry of the Final Approval Order and Judgment if there are no valid objections to the Settlement. However, if a valid objection is made and an appeal or other effort to obtain reconsideration or review has been initiated, the "Effective Date" shall instead mean two (2) court days after the date that such appeal is withdrawn, or such appeal or other reconsideration or review has been finally concluded in favor of the Final Approval Order and Judgment and the Final Approval Order and Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

1.13 "Estimated Net Settlement Fund" means the Gross Settlement Amount less the current estimated amounts for a Class Counsel Award (\$29,700.00 in attorneys' fees and \$20,000.00 in attorney costs), the Settlement Administration Costs (approximately \$7,500), the Class Representative Enhancement Payment (\$5,000), and the PAGA Penalty Award (\$1,000). The actual Net Settlement Fund will be determined pursuant to Section 1.20.

1.14 "Fairness Hearing" means the hearing at which the Court decides whether to enter the Final Approval Order and Judgment.

1.15 "Final Approval Order and Judgment" means an order finally approving the Settlement as being fair, reasonable and adequate and certifying the Class (substantially similar in form to draft attached hereto as **Exhibit C - Final Approval Order and Judgment**).

1.16 "Gross Settlement Amount" means a non-reversionary common fund in the amount of **Ninety Thousand Dollars (\$90,000.00)**, which includes the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the LWDA Payment, all settlement payments to Settlement Class Members, and the Class Representative Enhancement Payment.

1.17 "Individual Settlement Amount" means the amount paid in settlement hereunder to each Settlement Class Member as determined pursuant to the terms set forth in Section 7.1.

1.18 "LWDA" means the California Labor and Workforce Development Agency

1.19 "LWDA Payment" means seventy-five percent (75%) of the PAGA Penalty Amount (\$1,000) or **Seven Hundred Fifty Dollars (\$750.00)**, to be paid to the LWDA.

1.20 "Net Settlement Fund" means the Gross Settlement Amount less the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the Class Representative Enhancement Payment, and the PAGA Penalty Amount (consisting of the LWDA payment [75% of PAGA Penalty] and PAGA Group Amount [25% of PAGA Penalty Amount]). To the extent the Court does not approve the full requested Class Counsel Award to Class Counsel, the Class Representative Enhancement Payment, or Settlement Administration Costs, the Net Settlement Fund will increase. Settlement payments to Settlement Class Members will come out of the Net Settlement Fund.

1.21 "Notice" or "Class Notice" means the notice of the proposed settlement terms, as approved by Class Counsel, Defendant's Counsel and the Court, to be provided to Class Members. The Class Notice must be substantially similar to the form attached as **Exhibit B - Class Notice**, and contain: (a) information regarding the nature of the Action, (b) a summary of the terms of the Agreement, (c) the definition of the Class, (d) the formula for calculating the Net Settlement Fund (including the amounts sought for the Class Counsel Award, Class Representative Enhancement Payment, Settlement Administration Costs and the LWDA Payment) and Individual Settlement Amounts, (e) the dates which comprise the Class Period, and (f) the deadlines by which Requests for Exclusion or Objections to the Agreement must be submitted to the Settlement Administrator.

1.22 "Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Objection to be valid, it must: (a) state the case name and number of the Action, (b) contain the Class Member's name, current mailing address, most current telephone number, and last four digits of his or her Social Security number, (c) state the basis for the objection, (d) be signed by the Class Member, (e) be submitted to the Settlement Administrator at the address specified in the Class Notice; and (f) be submitted with proof of the submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) on or before the Response Deadline. If the Class Member wishes to speak at the Fairness Hearing, he or she should (although they are not required to) file a notice of intention to appear with the Court and provide a copy of this notice and their Objection to counsel for both Parties.

1.23 "PAGA Group" shall mean all Class Members.

1.24 "PAGA Group Amount" means twenty-five percent (25%) of the PAGA Penalty Amount (\$1,000), or **Two Hundred Fifty Dollars (\$250)**, to be distributed pro rata and paid to the PAGA Group by the Settlement Administrator pursuant to Sections 7.2 and 7.3.

1.25 "PAGA Penalty Amount" means **One Thousand Dollars (\$1,000)** to be paid to settle any and all claims for which penalties under PAGA may be sought or are otherwise available, as set forth in Section 2.5 of this Agreement.

1.26 "Preliminary Approval Order" means the Court order granting preliminary approval of the Settlement Agreement. The proposed Preliminary Approval Order submitted to the Court for its approval shall be substantially similar to the draft attached to this Settlement Agreement as **Exhibit A - Preliminary Approval Order**.

1.27 "QSF" means the "Qualified Settlement Fund" which is an interest-bearing account designated and controlled by the Settlement Administrator as described in Section 2.1.

1.28 "Released Claims" means the claims being released as described in Paragraph 6.2 below, and including any manner of action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, interest, losses, costs, expenses, and attorneys' fees), whether in law or in equity, under contract, tort or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, including without limitation any and all alleged violations of the California Labor Code, the California Code of Regulations, the Industrial Welfare Commission Wage Orders, the California Business & Professions Code, and the Fair Labor Standards Act, that were pled or that could have been pled, and claims sought or that could have been sought, based on or arising out of the factual allegations in the Complaint, whether foreseen or unforeseen, fixed or contingent.

1.29 "Released Parties" means UHA and any of its current and former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, partners, accountants, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors,

1 joint venturers, predecessors, related entities, and assigns, and all other individuals and entities
2 acting by, through, under and/or on behalf of UHA.

3 1.30 "Releasing Parties" means Plaintiff and all Class Members who do not timely
4 submit a valid Request for Exclusion (aka "Opt Out"), and each of their successors, assigns,
5 legatees, heirs, and personal representatives.

6 1.31 "Request for Exclusion" (aka "Opt Out") means a timely and valid written request
7 submitted by a Class Member indicating that he or she requests to be excluded from the Class
8 Settlement. The Request for Exclusion must: (a) state the case name and number of the Action,
9 (b) set forth the name, address, and telephone number of the Class Member requesting exclusion;
10 (c) be signed by the Class Member; (d) be addressed to the Settlement Administrator; and (e) be
11 postmarked on or before the Response Deadline.

12 1.32 "Response Deadline" means the deadline by which Class Members must submit
13 to the Settlement Administrator valid Requests for Exclusion or Objections to the Agreement.
14 Requests for Exclusion and Objections to the Agreement must be submitted with proof of the
15 submission date (such as a U.S. Postal Service postmark or another delivery service date stamp)
16 on or before the Response Deadline. The Response Deadline shall be **forty-five (45) calendar**
17 **days** from the initial mailing of the Class Notice to Class Members pursuant to Section 4. In the
18 event of a re-mailed Class Notice, the Response Deadline will be extended an additional fifteen
19 (15) calendar days for that individual Class Member.

20 1.33 "Settlement Class Member(s)" means a Class Member who has not "opted out" of
21 the Class Settlement by submitting a valid and timely Request for Exclusion.

22 **2. SETTLEMENT RELIEF AND RELEASES.**

23 **2.1 Gross Settlement Amount.**

24 (a) Defendant shall pay the Gross Settlement Amount of Ninety Thousand dollars
25 (\$90,000.00) into the QSF within thirty (30) business days after the Effective Date.

26 (b) The Parties agree that the QSF is intended to be a "Qualified Settlement Fund"
27 under Section 468B of the Code and Treas. Reg. § 1.468B-1, 26 CFR § 1.468B-1, *et seq.*, and
28 will be administered by the Settlement Administrator as such. Among other duties of the

1 Settlement Administrator provided by this Settlement, the Settlement Administrator shall open
2 and administer a settlement account in such a manner as to qualify, and maintain the
3 qualification of, the account as a "Qualified Settlement Fund" under Section 468B of the Code
4 and Treas. Reg. §1.468B-1 and satisfy all federal, state and local income and other tax reporting,
5 return, and filing requirements with respect to the QSF. The Parties and the Settlement
6 Administrator shall treat the account as coming into existence as a Qualified Settlement Fund on
7 the earliest date permitted as set forth in 26 CFR §1.468B-1(j)(2)(i), and such election statement
8 shall be attached to the appropriate returns as required by 26 CFR §1.468B-1(j)(2)(ii). The
9 Parties agree to cooperate with the Settlement Administrator and one another to the extent
10 reasonably necessary to carry out the provisions of this section.

11 (c) The Gross Settlement Amount shall be used to pay all amounts contemplated or
12 required by this Agreement, including the Class Representative Enhancement Payment to Plaintiff,
13 Settlement Administration Costs to the Settlement Administrator, the Class Counsel Award to
14 Class Counsel, the PAGA Penalty Amount, and as described in Section 7.1, to cover all payments
15 to Settlement Class Members.

16 (d) The Settlement Administrator will calculate the amounts to be paid to Settlement
17 Class Members in accordance with the terms and provisions of this Agreement and in accordance
18 with applicable state and federal law (including tax regulations).

19 (e) No person or entity shall have any claim against UHA, Defendant's Counsel, any
20 of the Released Parties, Plaintiff, Class Members, Class Counsel, or the Settlement Administrator
21 based on distributions and payments made in accordance with this Agreement.

22 2.2 Class Counsel Award. Subject to Court approval, Defendant agrees not to object to
23 Class Counsel's request for attorneys' fees of up to thirty-three percent (33%) of the Gross
24 Settlement Amount (\$90,000.00) or Twenty-Nine Thousand Seven Hundred Dollars (\$29,700.00)
25 to cover all attorneys' fees. Plaintiff and Class Counsel agree to not seek an award of greater than
26 thirty-three percent (33%) of the Gross Settlement Amount for fees (i.e., \$29,700.00) and that
27 Defendant will not be obligated to pay any award in excess of thirty-three percent (33%) of the
28 Gross Settlement Amount. Subject to Court approval, Defendant agrees not to object to Class

1 Counsel's request for reasonable litigation costs of up to Twenty Thousand Dollars (\$20,000.00).
2 Class Counsel will file any papers supporting the request for the Class Counsel Award with the
3 Court sixteen (16) court days before the Fairness Hearing. Class Counsel shall provide the
4 Settlement Administrator their current and valid Form W-9 within five (5) business days of the
5 Effective Date. If the Court approves the Settlement of this Action and a payment of a Class
6 Counsel Award, and so long as Class Counsel has timely provided the Settlement Administrator
7 with their current and valid Form W-9, Class Counsel shall be paid the Class Counsel Award
8 approved by the Court out of the QSF within thirty-five (35) business days after the Effective Date.

9 2.3 Class Representative Enhancement Payment. Plaintiff agrees not to petition the
10 Court for more than Five Thousand Dollars (\$5,000.00) for a Class Representative Enhancement
11 Payment. While Defendant does not object to a reasonable Class Representative Enhancement
12 Payment, it takes no position on the propriety of the amount sought by Plaintiff. Plaintiff will file
13 any papers supporting the request for a Class Representative Enhancement Payment with the
14 Court at least sixteen (16) court days prior to the Fairness Hearing. Plaintiff shall provide the
15 Settlement Administrator a current and valid Form W-9 within five (5) business days of the
16 Effective Date. If the Court approves the Settlement of this Action and a Class Representative
17 Enhancement Payment, so long as Plaintiff has timely provided the Settlement Administrator a
18 current and valid Form W-9, the Settlement Administrator shall pay the Class Representative
19 Enhancement Payment awarded by the Court to Plaintiff from the QSF within thirty-five (35)
20 business days after the Effective Date. Plaintiff acknowledges that she has obtained no tax advice
21 from UHA or Defendant's Counsel, and that UHA and Defendant's Counsel have not made any
22 representation concerning the tax consequences, if any, of the Class Representative Enhancement
23 Payment. Plaintiff agrees that she is solely responsible for the tax consequences of the Class
24 Representative Enhancement Payment.

25 2.4 Reduction in Class Representative Enhancement Payment or the Class Counsel
26 Award. In the event that the Court (or any appellate court) awards less than the amount requested
27 for the Class Counsel Award or the Class Representative Enhancement Payment, only the
28 awarded amounts shall be paid and shall constitute satisfaction of those obligations and full

1 payment thereunder, and any remaining or un-awarded portion of the requested Class Counsel
2 Award and/or the Class Representative Enhancement Payment shall be allocated to the
3 Settlement Class Members pursuant to the terms of Section 7. To the extent the Court does not
4 approve any or all of the amount of the Class Counsel Award and/or the Class Representative
5 Enhancement Payment, the Settlement shall remain binding, and this will not be a justification
6 for Plaintiff to withdraw from the Settlement. Plaintiff shall not have the right to revoke the
7 Settlement Agreement if the Court reduces or does not approve the requested Class Counsel
8 Award or Class Representative Enhancement Payment, although Plaintiff shall retain the right to
9 appeal any reduction of the Class Counsel Award. Any reduction of the amount of the Class
10 Counsel Award and/or the Class Representative Enhancement Payment by the Court or by an
11 appellate court shall not affect any of the Parties' other rights and obligations under this
12 Agreement.

13 2.5 Payment and Allocation of the PAGA Penalty Amount, One Thousand Dollars
14 **(\$1,000)** (the PAGA Penalty Amount) will be paid from the Gross Settlement Amount for the
15 settlement, release and discharge of any and all claims for which penalties under PAGA may be
16 sought or could otherwise be available to any member of the PAGA Group as stated in Section
17 2.8. Pursuant to the express requirements of California Labor Code section 2699(i), the PAGA
18 Penalty Amount shall be allocated as follows: (i) Seven Hundred Fifty Dollars (\$750.00) (75%)
19 to be paid to the LWDA (the "LWDA Payment"); and (ii) Two Hundred Fifty Dollars (\$250.00)
20 (25%) (the "PAGA Group Amount") for distribution to the PAGA Group. The LWDA Payment
21 and the PAGA Group Amount shall be paid out of the QSF by the Settlement Administrator
22 within thirty-five (35) business days after the Effective Date.

23 2.6 Release of Claims by Plaintiff. Plaintiff unconditionally, irrevocably and
24 absolutely releases and discharges the UHA and, as well as any other present or former
25 employees, officers, agents, attorneys, affiliates, successors, owners, assigns and all other
26 representatives of the UHA (collectively, "Released Parties"), from any and all causes of action,
27 judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs),
28 liabilities and demands of whatsoever kind and character that Plaintiff may now or hereafter have

1 against the Released Parties arising from incidents or events occurring on or before the final
2 settlement approval of this agreement, and these claims shall collectively be referred to hereafter
3 as "Released Claims," except as to claims related to PAGA Group/PAGA Members, which are
4 addressed in section 2.8. However, Plaintiff does release her individual PAGA claim. To the
5 extent permitted by law, this release is intended to be interpreted broadly to apply to all
6 transactions and occurrences between Plaintiff and any of the Released Parties, including but not
7 limited to any and all claims related to Plaintiff's employment with the UHA, including the
8 employment conditions and separation from employment with, and all other losses, liabilities,
9 claims, charges, demands and causes of action, known or unknown, suspected or unsuspected,
10 arising directly or indirectly out of or in any way connected with this Action and/or any
11 transactions or occurrences with Released Parties. Plaintiff's Released Claims include, without
12 limitation, any claims under the laws of contract or tort, the common law, the state or federal
13 Constitution, any state or federal statutes (including, without limitation, the California Fair
14 Employment and Housing Act, the California Civil Code, the California Government Code, Title
15 VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age
16 Discrimination in Employment Act), and any claimed predicated on a policy of the UHA.
17 Released Claims include all claims for physical injuries, illness, damage or death, and all claims
18 for attorneys' fees, costs, and expenses. Notwithstanding the foregoing, Plaintiff's Release does
19 not extend to any claims or actions to enforce this Agreement, or to any claims for vested
20 benefits, unemployment benefits, disability benefits, social security benefits, workers'
21 compensation benefits that arose at any time, or based on occurrences outside the Class Period,
22 or any claims that cannot lawfully be waived or released by private agreement. Plaintiff further
23 acknowledges that she is not owed any additional monies and acknowledges that she may
24 discover facts or law different from, or in addition to, the facts or law that she knows or believes
25 to exist with respect to Released Claims. Plaintiff agrees, nonetheless, that her general release of
26 claims and this Agreement shall be and remain effective in all respects notwithstanding such
27 different or additional facts or law.

1 2.6.1 Plaintiff's Waiver of Rights Under California Civil Code Sections 1542. Plaintiff
2 expressly acknowledges and agrees that the releases contained in this Agreement include a
3 waiver of all rights under Section 1542 of the California Civil Code. This statute reads as
4 follows:

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

11 Plaintiff acknowledges that she has read all of this agreement and her general release contained
12 herein, including the above Civil Code section, and that she fully understands both the
13 Agreement and the Civil Code section. Plaintiff waives any benefits and rights granted to her
14 pursuant to Civil Code section 1542.

15 2.7 Release of Claims by Class Members. Upon the Effective Date, all Releasing
16 Parties shall waive and forfeit, and be deemed to have fully, finally and forever released and
17 discharged all Released Claims against all Released Parties. All Participating Class Members, on
18 behalf of themselves and their respective former and present representatives, agents, attorneys,
19 heirs, administrators, successors, and assigns, release UHA, its agents, officers, employees,
20 directors, owners, subsidiaries, DBA's, attorneys and parent companies ("Released Parties")
21 from any and all claims that were asserted in the Action, or that arise from or could have been
22 asserted based on the facts, circumstances, transactions, events, occurrences, acts, disclosures,
23 statements, omissions or failures to act alleged in Plaintiff's Complaint or First Amended
24 Complaint, regardless of whether such claims arise under federal, state and/or local law, statute,
25 ordinance, regulation, common law, or other source of law ("the Released Claims"). The
26 Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204,
27 216, 218.5, 218.6, 226, 226.3, 510, 515, 1174, 1174.5, 1194, 1194.2, 1194.3, 1194.5, 1197.1,
28 1198, 1199, , C.C.P. § 1021.5, the related IWC Wage Order No. 1-2001, and Business &
Professions Code §§ 17200, *et seq.*, claims based on alleged violations of these Labor Code and
Wage Order provisions and all other claims, such as those under the California Labor Code,
Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on

the facts asserted in the Action, including: (1) failure to pay overtime wages; (2) failure to provide accurate itemized wage statement; (3) failure to pay all wages due at termination [waiting time penalties], (4) all related violation of the Unfair Competition Act (California Business & Professional Code section 17200, *et seq.*), (5) all related violations of the applicable Wage Orders; and (8) interest, fees, and costs ("Released Claims"). The enumeration of these specific statutes shall neither enlarge nor narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

2.8 PAGA Release. Pursuant to the requirements of Labor Code sections 2698, *et seq.*, Plaintiff is the designated agent of the California Labor and Workforce Development Agency ("LWDA"), and is proceeding as a private attorney general by bringing this enforcement action to recover civil penalties pursuant to Labor Code sections 201, 202, 203, 204, 204.2, 206, 206.5, 207, 208, 210, 212, 218.5, 218.6, 221, 223, 224, 226, 226.7, 226.8, 227, 227.3, 230, 230.1, 233, 246, 432.5, 510, 511, 512, 513, 551, 552, 558, 976, 1025, 1102.5, 1174, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1198, 1198.3, 1199, 1696.5, 2570.3, 2698, 2699, 2699.3, 2699.5, 2753, 2800, 2802, 2806, 6311, and 6399.7, and the applicable IWC Wage Orders, on behalf of the LWDA and the group of aggrieved employees herein defined as PAGA Member(s).

The Parties agree, and Plaintiff agrees, that upon the Effective Date, the LWDA shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, released the Released Parties from any claim for civil penalties arising out of the Released Claims or specifically enumerated in the preceding paragraph. As consideration for this release, the LWDA shall receive 75% of the PAGA Payment, consistent with the requirements of the Labor Code sections 2698, *et seq.*

1 The PAGA Members shall forever waive the right to proceed as a Private Attorney
2 General on behalf of the LWDA in connection with any of the Released Claims or the
3 specifically enumerated statutes identified in paragraph 47, that are based on facts and
4 circumstances that occurred during the PAGA period. PAGA Members shall receive a 25 percent
5 share of the PAGA payment consistent with the requirements of the Labor Code sections 2698,
6 et seq.

7 **3. PRELIMINARY APPROVAL PROCESS.**

8 3.1 Preliminary Approval Hearing. As soon as practicable after this Agreement is
9 fully executed Plaintiff shall file a motion for preliminary approval seeking an order from the
10 Court for: (i) conditional certification of the Class for settlement purposes only; (ii) preliminary
11 approval of this Settlement Agreement; (iii) setting a date for the Fairness Hearing; (iv)
12 appointing Plaintiff as class representative for settlement purposes only; and (v) appointing the
13 law firm of Da Vega Fisher Mechtenberg LLP as Class Counsel for settlement purposes only.
14 Defendant will not oppose Plaintiff seeking conditional certification of the Class for settlement
15 purposes only. Plaintiff shall provide a copy of the Agreement to the LWDA, pursuant to
16 California Labor Code section 2699(l)(2), at the same time that it is submitted to the Court.

17 3.2 Preliminary Approval of Notice. In conjunction with the motion for entry of the
18 Preliminary Approval Order, Plaintiff shall submit for Court approval the proposed Class Notice.
19 The Preliminary Approval Order shall also provide for the Class Notice to be sent to all Class
20 Members by the Settlement Administrator.

21 3.3 Preliminary Approval Briefing. Class Counsel shall draft the motion for
22 preliminary approval of the Settlement and provide Defendant with a copy of the draft
23 preliminary approval papers at least five (5) court days prior to filing so that Defendant may
24 provide any comments to the drafts. Defendant shall be permitted, but not required, to file its
25 own brief in support of the Preliminary Approval Order.

26 **4. NOTICE TO THE CLASS, OBJECTIONS, AND REQUESTS FOR**
27 **EXCLUSION.**

1 4.1 Delivery of the Class List. Within thirty (30) calendar days after entry of the
2 Preliminary Approval Order, Defendant shall provide the Class List to the Settlement
3 Administrator.

4 4.2 Notice by First-Class U.S. Mail. Within seven (7) calendar days of receipt of the
5 Class List, the Settlement Administrator shall mail the Class Notice via First-Class U.S. Mail to
6 all Class Members for whom it has a valid U.S. Postal address.

7 4.3 Updating of Contact Information in the Class List. After receiving the Class List
8 and prior to mailing the Class Notice, the Settlement Administrator shall perform a search based
9 on the National Change of Address Database for information to update and correct for any
10 known or identifiable address changes. If the Settlement Administrator determines that a Class
11 Member has more than one address and it cannot reasonably determine which address is the most
12 current, the Settlement Administrator shall mail the Class Notice to all such addresses.

13 4.4 Re-Mailing of Notice. Any Class Notice returned to the Settlement Administrator
14 as non-deliverable on or before the Response Deadline shall be sent promptly via First-Class
15 U.S. Mail to the forwarding address affixed thereto. With respect to Class Notices returned to the
16 Settlement Administrator without a forwarding address, the Settlement Administrator shall make
17 an attempt to locate an address by way of skip-trace and promptly re-mail the returned Class
18 Notice via First-Class U.S. Mail.

19 4.5 Request for Exclusion Procedures. Any Class Member wishing to opt out of the
20 Class Settlement must submit by U.S. Mail or other delivery service a written and signed
21 Request for Exclusion to the Settlement Administrator (at the address set forth in the Class
22 Notice) containing all the information required by Section 1.31 of this Agreement, on or before
23 the Response Deadline. The date the Request for Exclusion is sent, as evidenced by the postmark
24 or other delivery service date stamp, shall be the exclusive means to determine whether a
25 Request for Exclusion has been timely submitted. Class Members who submit a timely and valid
26 Request for Exclusion will not be bound by the Class Settlement and will have no standing to
27 object to the Settlement; however, they will be bound by the PAGA Release. As described in
28 Sections 7.2 and 7.3, all Class Members will be entitled to a pro rata share of the PAGA Group

1 Amount regardless of whether they opt out under this Section 4.5. If more than 10% of Class
2 Members timely and validly opt out of the Settlement, Defendant may elect to terminate the
3 Agreement. If Defendant terminates the Agreement under this provision, Defendant will bear any
4 of the already incurred costs of the third party settlement administration.

5 4.6 Objection Procedures. To object to the Class Settlement or the Agreement, a
6 Settlement Class Member must submit a valid Objection, by U.S. Mail or other delivery service,
7 to the Settlement Administrator (at the address set forth in the Class Notice) on or before the
8 Response Deadline. The Objection must be signed by the Settlement Class Member and contain
9 all information required by Section 1.22 of this Agreement. The date the Objection is sent, as
10 evidenced by the postmark or other delivery service date stamp, shall be the exclusive means to
11 determine whether an Objection has been timely submitted. If a Class Member wishes to speak at
12 the Fairness Hearing, they should (but are not required to) file a notice of intention to appear
13 with the Court and provide a copy of the notice and their Objection to counsel for both Parties.
14 All Settlement Class Members will be permitted to appear and speak at the Fairness Hearing in
15 order to have an Objection heard by the Court. Class Members who fail to object in the manner
16 specified in this Agreement shall be deemed to have waived all objections to the Agreement and
17 shall be foreclosed from making any objections (whether by appeal or otherwise) to the
18 Settlement.

19 4.7 Settlement Administration Reports. The Settlement Administrator shall provide
20 Defendant's Counsel and Class Counsel a weekly report which certifies the number of Class
21 Members who have submitted Requests for Exclusion (including the name(s) of Class
22 Member(s) who submitted a request for exclusion) and Objections. Additionally, within five (5)
23 calendar days of the Response Deadline, the Settlement Administrator will provide to
24 Defendant's Counsel and Class Counsel a report containing the above-mentioned information
25 ("Final Response Report"). The Settlement Administrator will also provide to counsel for both
26 Parties any updated reports regarding the administration of the Agreement as needed or
27 requested by either Party individually, or by the Parties jointly, subject to the terms of this
28 Agreement.

1 4.8 Notice Sufficient. The Parties agree not to engage in any other form of non-Court-
2 sanctioned notification or publicity relating to this Settlement or the Action.

3 4.9 No Solicitation of Settlement Objections or Exclusions. The Parties agree that at
4 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
5 Members to submit Objections or Requests for Exclusion, or to appeal from the Court's Final
6 Approval Order and Judgment.

7 4.10 Certification of Completion. The Settlement Administrator shall provide a written
8 declaration under oath certifying the completion of its notice-related tasks no later than twenty-
9 one (21) calendar days after the Response Deadline.

10 5. **FAIRNESS HEARING; JUDGMENT.**

11 5.1 Fairness Hearing and Entry of the Final Approval Order and Judgment. Upon
12 expiration of the deadlines to submit Requests for Exclusion or Objections to the Agreement as
13 described above, a Fairness Hearing shall be conducted to determine whether the Court should
14 enter a Final Approval Order and Judgment, providing for, among other things, payment of
15 Individual Settlement Amounts to Settlement Class Members and the amounts properly payable
16 for (i) the Class Counsel Award; (ii) the Class Representative Enhancement Payment; (iii) the
17 PAGA Penalty Amount; and (iv) all Settlement Administration Costs. Plaintiff shall request that
18 the Fairness Hearing be held within one hundred twenty (120) calendar days after entry of the
19 Preliminary Approval Order, subject to the Court's availability.

20 5.2 Judgment and Continued Jurisdiction. Pursuant to California Rules of Court, Rule
21 3.769(h), upon final approval of this Agreement by the Court, the Parties shall present the
22 judgment to the Court for its approval. After entry of the judgment, the Court shall have
23 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
24 of the terms of the Agreement, (ii) Agreement administration matters, and (iii) such post-
25 judgment matters as may be appropriate under court rules or applicable law, or as set forth in this
26 Agreement.

27 5.3 Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
28 Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and

1 valid Request for Exclusion shall be bound by all of the terms of the Agreement, including those
2 pertaining to the Released Claims, as well as any order that may be entered by the Court if it
3 grants final approval of this Agreement. Notwithstanding the submission of any timely and valid
4 Request for Exclusion, all Class Members (including the PAGA Group) will be bound by the
5 PAGA Release under the Final Approval Order and Judgment pursuant to *Arias v. Superior*
6 *Court*, 46 Cal.4th 969 (2009).

7 **6. NULLIFICATION OR MODIFICATION OF AGREEMENT.**

8 6.1 Defendant's Right to Revoke. Defendant may terminate and withdraw from this
9 Agreement at any time prior to the date the Court's approval of the Agreement becomes "final"
10 (i.e., not subject to appeal or reconsideration) if: (a) the Agreement is construed in such a fashion
11 that Defendant is required to pay more than the Gross Settlement Amount and Employer payroll
12 taxes (except as provided in Section 6.2); (b) the Court makes an order inconsistent with any of
13 the terms of this Agreement including, but not limited to, certifying for settlement purposes a
14 class or representative action that is different from the Class defined in Section 1.1 or PAGA
15 Group defined in Section 1.23, or any modification relating to the release of all claims (except for
16 an order reducing the Class Counsel Award or the Class Representative Enhancement Payment);
17 (c) following the signing of this Agreement, any court certifies, whether on a conditional basis or
18 not, a class, collective, or representative action involving a claim covered by this Agreement; (d)
19 any government department or agency raises objections to the terms in the Agreement or
20 otherwise indicates that it intends to pursue remedies beyond those contemplated by the
21 Agreement; or (e) more than 10% of Class Members timely and validly opt out of the Class. If
22 Defendant terminates and withdraws under this provision, Defendant will bear any of the already
23 incurred Settlement Administration Costs, unless the basis for withdrawal is a Court order as
24 described in items (a) and (b) above. In the event that the basis for withdrawal is a Court order as
25 described in items (a) and (b) above, Defendant must provide written notice to Plaintiff of its
26 intent to terminate and withdraw within one (1) week of the date on which the clerk provides
27 notice of the filed offending order. Failure to provide timely notice will serve as a waiver of the
28 right to revoke under the circumstances described in item (a) or (b) above.

1 6.2 Modification Based on Increase in Number of Class Members. Defendant has
2 represented that there were **approximately 54 Class Members as of August 29, 2022.** If the
3 number of Class Members increases by more than 10% (i.e., more than 6 class members) through
4 the date of the Preliminary Approval Order, then the Gross Settlement Amount shall be increased
5 by the same number of percentage points above 10% by which the actual number of Class
6 Members exceeds 10. For example, and for purposes of illustration only, if the number of Class
7 Members increases by 11% (1% over the 10% "grace"), the Gross Settlement Amount will
8 increase by 1%.

9 6.3 Action Status if Settlement Not Approved. This Agreement is being entered into
10 for Settlement purposes only. In the event that (1) Defendant invokes its rights under Sections 4.5
11 or 6.1 of this Agreement, (2) the Court conditions its approval of either the Preliminary Approval
12 Order or the Final Approval Order and Judgment on any modifications of this Agreement that are
13 not acceptable to all Parties (including, but not limited to, any modification of the Class or the
14 claims and penalties being released) except for any reduction of the Class Counsel Award or the
15 Class Representative Enhancement Payment, (3) the Court does not approve the Settlement
16 Agreement or enter the Final Approval Order and Judgment, or (4) the Court's approval of this
17 Agreement does not become "final" for any reason, then this Agreement will be deemed null and
18 void *ab initio*. In that event, (a) the Preliminary Approval Order, and/or Final Approval Order and
19 Judgment, and all of its or their provisions will be vacated by its or their own terms, including, but
20 not limited to, vacating conditional certification of the Class, conditional appointment of Plaintiff
21 as a class representative and conditional appointment of Da Vega Fisher Mechtenberg LLP as
22 Class Counsel, (b) the Action will revert to the status that existed before the execution date of the
23 MOU and (c) no term or draft of the MOU or this Agreement contemplated by it, or any part of
24 the Parties' settlement discussions, negotiations or documentation will have any effect or be
25 admissible into evidence for any purpose in the Action or any other proceeding. If the Court does
26 not approve this Agreement or enter the Final Approval Order and Judgment for any reason, or if
27 the Court's approval of this Agreement does not become "final" for any reason, Defendant shall
28 retain all its rights to object to the maintenance of the Action as a class and/or representative

1 action, and nothing in the MOU or this Agreement contemplated by it or other papers or
2 proceedings related to the MOU or this Agreement contemplated by it shall be used as evidence
3 or argument by any Party concerning whether the Action may properly be maintained as a class
4 and/or representative action.

5 7. **DISTRIBUTION.**

6 7.1 Individual Settlement Amounts Calculations. The Individual Settlement Amount
7 will be a minimum of \$100 for each Settlement Class Member. The remainder of the Net
8 Settlement Fund after payment of minimum \$100 paid to each Settlement Class Member shall be
9 equally divided amongst the remaining Settlement Class Members who are allegedly owed
10 waiting time penalties (and who do not exclude themselves from the Class Settlement). At the
11 time of this Agreement there are approximately 17 putative Class Members who are allegedly
12 owed waiting time penalties.

13 (a) The Individual Settlement Amount(s) will be allocated for tax purposes as
14 follows: Thirty-Three (33%) of each Individual Settlement Payment will be allocated as wages;
15 Thirty-Three (33%) will be allocated interest, and Thirty-four (34%) as penalties. The portion
16 allocated to wages will be reported on an IRS Form W-2 and the portions allocated to non-wages
17 (interest and penalties) will be reported on an IRS Form 1099 by the Settlement Administrator.
18 Defendant shall solely be responsible for the employer portion of the payroll taxes.

19 7.2 Distribution of the PAGA Group Amount. The Settlement Administrator shall
20 divide the PAGA Group Amount by the total number of PAGA Group members (i.e., the total
21 number of Class Members). The resulting figure shall be each Class Member's pro rata share of
22 the PAGA Group Amount, and these share amounts shall be reported on an IRS Form 1099.

23 7.3 Distribution Timing of Individual Settlement Amounts and the PAGA Group
24 Amount. Individual Settlement Amounts shall be paid by check and mailed to Settlement Class
25 Members within thirty-five (35) business days following the Effective Date. Class Member pro
26 rata shares of the PAGA Group Amount shall be paid by check and mailed to Class Members
27 within thirty-five (35) business days following the Effective Date. If administratively feasible,
28

1 the Settlement Administrator will combine into one check a Settlement Class Member's
2 Individual Settlement Amount and their pro rata share of the PAGA Group Amount.

3 7.4 Uncashed Settlement Checks. If any checks mailed to Settlement Class Members
4 remain uncashed after the expiration of 150 days, or an envelope mailed to a Settlement Class
5 Member is returned and no forwarding address can be located for the Settlement Class Member
6 after reasonable efforts have been made (including, but not limited to, skip tracing), then any
7 such funds shall be transmitted to the Settlement Administrator and distributed in accordance
8 with California Code of Civil Procedure section 384 in that within one seventy five (175)
9 calendar days after the checks are mailed, pay the amount of the uncashed Individual Settlement
10 Checks to the California State Controller's Unclaimed Property Division in accordance with
11 California Unclaimed Property Law. Settlement Class Member who fails to timely cash or
12 deposit their check(s) shall remain subject to the terms of the Settlement, including without
13 limitation all releases contained herein, and the Final Approval Order and Judgment from the
14 Court,

15 7.5 Effect of Cashing or Depositing Checks. The Complaint does not allege claims
16 under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA") and is thus not an FLSA
17 "action" under 29 U.S.C. § 216(b). The Parties agree this is an "opt-out" action under the
18 California Code of Civil Procedure that does not require an "opt-in" procedure to bind Class
19 Members to the terms of the Settlement, which includes the release of Released Claims as
20 defined in Sections 1.28 and 2.6. Nevertheless, and without prejudice to this position and without
21 changing the nature of this action, the Parties agree that Settlement Class Members who cash or
22 deposit an Individual Settlement Amount check are deemed to "opt-in" to the Settlement. Each
23 Individual Settlement Amount check to Settlement Class Members shall be affixed with the
24 following language as further notice: "By cashing or depositing this check, I confirm my consent
25 to the Settlement, which includes releasing claims under the Fair Labor Standards Act, 29 U.S.C.
26 § 201 et seq. ("FLSA")."

27 **8. MISCELLANEOUS PROVISIONS.**

1 8.1 Cooperation. The Parties shall cooperate fully with one another in seeking
2 approval of the Court of this Settlement and to use their respective best efforts to consummate
3 the Settlement and cause the Preliminary Approval Order and Final Approval Order and
4 Judgment to be entered and to become final. The Parties therefore agree to cooperate in good
5 faith to promptly prepare, execute, and finalize all Settlement-related documents, seek all
6 necessary Court approvals, and do all other things necessary to consummate the Settlement. No
7 Party to this Agreement shall seek to evade his, her, or its good faith obligations to seek approval
8 and implementation of this Settlement by virtue of any ruling, order, governmental report or
9 other development, whether in the Action, in any other litigation or otherwise that hereafter
10 might occur and might be deemed to alter the relative strengths of the Parties with respect to any
11 claims or defenses or their relative bargaining power with respect to negotiating.

12 8.2 Further Assurances. The Parties must execute and deliver any additional papers,
13 documents and other assurances, and must do any other acts reasonably necessary, to perform
14 their obligations under this Settlement Agreement and to carry out its expressed intent. The
15 Parties and their counsel will cooperate with each other and use their best efforts to effect the
16 implementation of this Agreement. If the Parties are unable to reach agreement on the form or
17 content of any document needed to implement this Agreement, or on any supplemental
18 provisions that may become necessary to effectuate the terms of this Agreement, the Parties may
19 seek the assistance of the Court to resolve such disagreement.

20 8.3 Extension of Postmark Deadlines Falling on a Sunday or Federal Holiday. If the
21 last day for a Class Member to submit any document under this Agreement falls on a Sunday or
22 Federal holiday, the deadline will be extended to the next day on which the U.S. Postal Service is
23 open.

24 8.4 Exhibits Incorporated by Reference. The terms of this Agreement include the
25 terms set forth in any attached Exhibit, which are incorporated by this reference as though fully
26 set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement.

27 8.5 Confidentiality. Plaintiff and Class Counsel will keep the Settlement Agreement
28 and related documents, and their settlement negotiations (including, but not limited to, the

1 negotiations in the course of mediation), confidential and will not disclose that information to
2 any third party until such time as Plaintiff files the motion seeking entry of the Preliminary
3 Approval Order. Plaintiff and Class Counsel will make no comments of any kind regarding the
4 Settlement Agreement to the press/media, or for purposes of advertising. Plaintiff and Class
5 Counsel agree that they will not issue any press releases or post any statements regarding the
6 Settlement Agreement on any websites or initiate any contact with the media. If Plaintiff and/or
7 Class Counsel are contacted by the media, or any other third party, regarding the Settlement
8 Agreement, they may only advise that the Action has been amicably resolved and refer them to
9 the public filings in the Action. Plaintiff and Class Counsel agree that they will not disclose the
10 terms of the Settlement Agreement on any websites or in any other materials not necessary for
11 the facilitation of the Settlement Agreement. Plaintiff and Class Counsel shall retain the right to
12 discuss the Settlement Agreement with the Parties and the Class. Plaintiff and Class Counsel
13 agree to maintain the confidentiality of any non-public information exchanged pursuant to the
14 Parties' stipulated protective order and that they will not disclose any settlement or mediation
15 privileged communications. Plaintiff and Class Counsel also agree and acknowledge that any
16 breach of this Section 8.5 may cause irreparable harm or damage to Defendant that is difficult to
17 ascertain, and thus Plaintiff and Class Counsel agree that any breach of this Section 8.5 shall give
18 Defendant the right to obtain injunctive or other applicable equitable relief, in addition to any
19 other remedies available in law or equity.

20 8.6 Non-Disparagement. Plaintiff further agrees that she shall not commit any act or
21 make any statement that is, or could reasonably be interpreted as, detrimental to the business,
22 reputation, or good will of Defendant, including making any negative or disparaging statements
23 about its business, or its officers, directors, agents, and/or other personnel (past and present), its
24 employment policies and practices, operations, products, or services, either as fact or opinion.
25 Plaintiff acknowledges the terms of this Agreement shall not preclude her from providing
26 truthful testimony if mandated by subpoena or court order to do so, or pursuant to any request
27 from a government agency. Further, Plaintiff acknowledges the terms of this Settlement
28 Agreement shall not preclude her from advocating in favor of Court approval of the Settlement.

1 8.7 Grammar. The neuter form of a pronoun shall be considered to include within its
2 meaning the masculine and feminine forms of the pronoun, and vice versa.

3 8.8 No Conflict Intended. Any inconsistency between this Settlement Agreement and
4 the attached exhibits will be resolved in favor of this Settlement Agreement.

5 8.9 Headings and Formatting of Definitions. The various headings used in this
6 Settlement Agreement are solely for the Parties' convenience and may not be used to interpret
7 this Settlement Agreement. The headings and the formatting of the text in the definitions do not
8 define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

9 8.10 Interim Stay of Proceedings. The Parties agree to refrain from further litigation of
10 the Action, except such proceedings necessary to implement and obtain entry of the Final
11 Approval Order and Judgment. The Parties shall jointly seek to stay all dates and deadlines in the
12 Action pending final approval of this Stipulation. The Parties further agree that the mutual,
13 voluntary cessation of litigation shall terminate if the motion for entry of the Preliminary
14 Approval Order or the Final Approval Order and Judgment are denied by the Court.

15 8.11 No Injunctive Relief against Defendant. As part of this Settlement Agreement,
16 Defendant shall not be required to enter any consent decree, nor shall Defendant be required to
17 agree to any provision of injunctive relief.

18 8.12 Waiver of Appeal. Plaintiff and Class Counsel agree to waive appeals of an order
19 granting final approval of this Settlement Agreement or entering judgment in this Action so long
20 as such order is consistent with the material terms of this Agreement.

21 8.13 Class List. Within seven (7) months after the Effective Date and completion of the
22 administration, or in the event the Settlement is terminated pursuant to Section 4.5 or 6.1, all
23 originals, copies, documents, transcriptions, iterations, or drafts of the Class List or any portion
24 thereof, including any updated Class Member contact information obtained via, e.g., the National
25 Change of Address database, shall be returned to Defendant by the Settlement Administrator.

26 8.14 Entire Agreement. This Agreement and any attached Exhibit constitutes the entirety
27 of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
28 may be deemed binding on the Parties.

1 8.15 Amendment or Modification. This Agreement may be amended or modified only
2 by a written instrument signed by counsel for all Parties or their successors-in-interest and if after
3 entry of the Preliminary Approval Order, as approved by the Court.

4 8.16 Real Party in Interest. In executing this Settlement Agreement, the Parties warrant
5 and represent that they, including Plaintiff in her representative capacity on behalf of the Class,
6 PAGA Group and all others alleged to be similarly situated, are the only persons having any
7 interest in the claims asserted in the Action. Neither these claims, nor any part of these claims,
8 have been assigned, granted, or transferred in any way to any other persons.

9 8.17 Authorization to Enter Into Agreement. Counsel for all Parties warrant and
10 represent they are expressly authorized by the Party whom they represent to negotiate this
11 Agreement and to take all appropriate action required or permitted to be taken by such Parties
12 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
13 effectuate the terms of this Agreement.

14 8.18 Voluntary Agreement. The Parties have negotiated the settlement at arms-length
15 and in good faith, with assistance from Michael J. Loeb of JAMS, a respected mediator, and have
16 executed this Settlement Agreement knowingly, voluntarily, and without duress or undue
17 influence.

18 8.19 Dispute Resolution. The Parties agree to cooperate in good faith to mutually select
19 a mediator with wage and hour class action experience to resolve any and all disputes that may
20 arise in connection with interpreting the terms of this Settlement Agreement. Defendant and Class
21 Counsel shall split equally and pay for any mediator fees and costs associated with seeking
22 mediator assistance pursuant to this Section. Under no circumstances shall any mediator fees or
23 costs incurred pursuant to this Section be taken out of the Gross Settlement Amount.

24 8.20 Cooperation and Drafting. The Parties have cooperated in the drafting and
25 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
26 not be construed against any of the Parties.

1 8.21 Change of Time Periods. All time periods and dates described in this Settlement
2 Agreement are subject to the Court's approval. These time periods and dates may be changed by
3 the Court or by the Parties' written agreement without notice to the Class.

4 8.22 Binding on Successors and Assigns. This Agreement shall be binding upon and
5 inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators,
6 successors and/or assigns.

7 8.23 California Law Governs. All terms of this Agreement and Exhibits hereto shall be
8 governed by and interpreted according to the laws of the State of California.

9 8.24 Execution and Counterparts. This Agreement may be executed in counterparts
10 which shall be deemed to be part of one original, and facsimile and electronic image copies of
11 signatures (including by PDF, DocuSign, or any electronic signature complying with the U.S.
12 federal ESIGN Act of 2000) or other transition method shall be equivalent to original signatures.

13 8.25 Enforceability. The Parties intend this to be a binding, enforceable and admissible
14 settlement agreement under California Code of Civil Procedure section 664.6 and California
15 Evidence Code section 1123(b).

16 8.26 Inadmissibility. This Settlement Agreement, whether approved or not approved,
17 revoked, or made ineffective for any reason, and any proceedings related to this settlement and
18 any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing
19 whatsoever and shall not be offered as evidence of any liability or wrongdoing in any Court or
20 other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither
21 this Settlement Agreement, nor any proceedings taken pursuant to it, shall be construed, offered
22 or received in evidence as an admission, concession or presumption that class certification is
23 appropriate, except to the extent necessary for the consummation of this Agreement.

24 8.27 Agreement Constitutes a Complete Defense. To the extent permitted by law, this
25 Settlement Agreement may be pled as a full and complete defense to any action, suit, or other
26 proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary
27 to any releases contained herein, including the release of the Released Claims and the PAGA
28 Release.

8.28 Defendant's Position. Defendant states that it has acted lawfully at all times and its policies and practices have been lawful, fair, and consistent with all relevant laws, rules, and regulations. Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution, costs, injunctive relief and all other forms of relief as well as the class allegations asserted in the Action. To the extent this Agreement is deemed void, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including without limitation the ability to challenge class, collective, and representative action treatment on any grounds, as well as asserting any and all other potential defenses or privileges. Plaintiff and her counsel agree that Defendant retains and reserve these rights. Specifically, Plaintiff and her counsel agree not to argue or present any argument that, in the event this Agreement is not approved in full, Defendant could not oppose any class or collective certification motion, file a later motion for de-certification, contest any class action or collective certification on any grounds, or assert any and all other potential defenses and privileges if any or all of the Action were to proceed. Plaintiff and her counsel hereby waive such arguments and agree they will not take a position contrary to this provision.

8.29 No Admission of Liability. Nothing in the MOU or the Settlement Agreement may be construed as an admission or concession on any point of fact or law by or against any Party.

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF BREANA HARRISON

Dated: 2/9/2023

DocuSigned by:
Breana Harrison
2881A3AC3CD54FE...

Breana Harrison

UNITED HEALTHCARE ALLIANCE

Dated: _____

Michael Weatherford
Chief Financial Officer

8.28 Defendant's Position. Defendant states that it has acted lawfully at all times and its policies and practices have been lawful, fair, and consistent with all relevant laws, rules, and regulations. Defendant denies all claims as to liability, damages, penalties, interest, fees, restitution, costs, injunctive relief and all other forms of relief as well as the class allegations asserted in the Action. To the extent this Agreement is deemed void, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including without limitation the ability to challenge class, collective, and representative action treatment on any grounds, as well as asserting any and all other potential defenses or privileges. Plaintiff and her counsel agree that Defendant retains and reserve these rights. Specifically, Plaintiff and her counsel agree not to argue or present any argument that, in the event this Agreement is not approved in full, Defendant could not oppose any class or collective certification motion, file a later motion for de-certification, contest any class action or collective certification on any grounds, or assert any and all other potential defenses and privileges if any or all of the Action were to proceed. Plaintiff and her counsel hereby waive such arguments and agree they will not take a position contrary to this provision.

8.29 No Admission of Liability. Nothing in the MOU or the Settlement Agreement may be construed as an admission or concession on any point of fact or law by or against any Party.

SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF BREANA HARRISON

Dated: _____

Breana Harrison

UNITED HEALTHCARE ALLIANCE

February 10, 2023 | 11:12 AM PST

Dated: _____

Michael Weatherford
Chief Financial Officer

DocuSigned by:

Mike Weatherford
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APPROVED AS TO FORM:

**GORDON REES SCULLY MANSUKHANI
LLP**

Dated: February 10, 2023

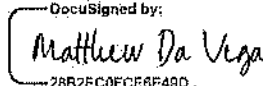
By: 

Defense Counsel

Attorneys for Defendant
UNITED HEALTHCARE ALLIANCE

DA VEGA FISHER MECHTENBERG LLP

Dated: 2/9/2023

By: 

Matthew S. Da Vega

Attorneys for Plaintiff
BREANA HARRISON