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Attorneys for Plaintiff Fleming

AKERMAN LLP
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Attorneys for Defendant Trusted Health, Inc

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

GRACE FLEMING, individually and on behalf
of all other similarly situated aggrieved
employees,

Plaintiff,

vs.

TRUSTED HEALTH, INC., AND DOES 1 -
50, INCLUSIVE,

Defendants

Case No.: CGC-23-611120

**JOINT STIPULATION OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LAB. CODE § 2698, ET SEQ.)
SETTLEMENT AND RELEASE**

1 IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, subject
2 to approval of the Court pursuant to Labor Code section 2699(1)(2), that the settlement of this
3 action shall be effectuated upon and subject to the following terms and conditions.

4 This Private Attorneys General Act ("PAGA") Settlement Agreement ("Agreement") is
5 made by and between plaintiff Grace Fleming ("Fleming" or "Plaintiff") and defendant Trusted
6 Health, Inc. ("Trusted" or "Defendant"). The Agreement refers to Plaintiff and Trusted
7 collectively as "Parties," or individually as "Party."

8 **1) DEFINITIONS**

9 The following terms used in this Agreement shall have the meanings ascribed to them as
10 set forth below:

- 11 a) "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against
12 Trusted captioned *Fleming v. Trusted Health, Inc.*, Case No. CGC23611120, pending in
13 the Superior Court of the State of California, County of San Francisco.
- 14 b) "Administrator" means Analytics Consulting, LLC ("Analytics"), the third party
15 settlement administrator selected by Plaintiff to administer this Settlement in accordance
16 with this Agreement, subject to approval of the Court. The costs of the Administrator to
17 perform its duties under this Agreement are currently estimated to be an amount of up to
18 \$15,000 ("Administrator Expenses Payment").
- 19 c) "Approval Date" means the date on which the Court enters an order granting Plaintiff's
20 filed motion seeking approval of the Settlement, entering the Judgment, and taking other
21 appropriate action as set forth in the Approval Order.
- 22 d) "Approval Order" means the order by which the Court approves this Agreement pursuant
23 to Labor Code Section 2699, subdivision (1)(2), and dismisses the Litigation without
24 prejudice, while retaining jurisdiction to enforce the Agreement pursuant to Code of Civil
25 Procedure Section 664.6, in substantially the form set forth in Exhibit C.
- 26 e) "Court" shall mean the Superior Court of the State of California for the County of San
27 Francisco.
- 28 f) "Defendant's Counsel" or "Counsel for Defendant" means:

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 sarah.kroll-rosenbaum@akerman.com
 ANTHONY D. SBARDELLATI (SBN 246431)
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 NANCY SOTOMAYOR (SBN 312022)
 nancy.sotomayor@akerman.com
 633 West Fifth Street, Suite 6400
 Los Angeles, California 90071
 Telephone: (213) 688-9500

- g) “Effective Date” means the date when this Settlement becomes final, which is sixty-five (65) days after the date when the Judgment in this lawsuit is entered, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which (a) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Approval Order and Judgment, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the California Supreme Court, whichever is earlier.
- h) “Individual PAGA Payment” means the amount to be paid to each PAGA Group member.
- i) “Gross Settlement Amount” means the sum of one million dollars (\$1,000,000) to be paid by Trusted in settlement of this Action.
- j) “LWDA PAGA Payment” means 75% of the Net Settlement Fund.
- k) “Net Settlement Amount” or “Net Settlement Fund” means the amount to be distributed as the LWDA PAGA Payment and the PAGA Group Payment after deducting from the Gross Settlement Fund the amounts approved by the Court for the Plaintiff’s Attorneys’ Fees Payment and Plaintiff’s Litigation Costs Payment, the Administrator Expenses Payment, and the Plaintiff’s Service Payment, as described and defined herein, and the \$9,000 Plaintiff’s Individual Settlement Payment.
- l) “PAGA Complaint” means the complaint filed on December 15, 2023 in *Fleming v. Trusted Health, Inc.*, Case No. CGC23611120, pending in the Superior Court of the State of California, County of San Francisco.

- m) "PAGA Group" means any and all of Trusted's non-exempt employees who were assigned to work at any facility inside California during the PAGA Period and experienced at least one pay period during which (1) they were entitled to overtime and/or double time pay and were paid a per diem, (2) received a decreased rate of pay after an amended assignment, and/or (3) were not paid for guaranteed hours.
- n) "PAGA Group List" means information regarding the PAGA Group that Trusted shall in good faith compile from its records and shall transmit in a secured and confidential manner to the Settlement Administrator. The PAGA Group List shall be in a Microsoft Excel spreadsheet and shall include the following information for each PAGA Group member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) total number of pay periods worked during the PAGA Period.
- o) "PAGA Group Pay Period" means any pay period during which a PAGA Group member worked for Defendant in California during the PAGA Period.
- p) "PAGA Group Payment" means 25% of the Net Settlement Fund.
- q) "PAGA Notice" means Plaintiff's June 14, 2023 correspondence submitted to the California Labor and Workforce Development Agency ("LWDA").
- r) "PAGA Period" means the period from June 14, 2022 through the earlier of (1) the date when the number of PAGA Group Pay Periods worked by the PAGA Group since June 14, 2022 reaches 29,000 aggregate pay periods or (2) January 31, 2025.
- s) "Plaintiff's Counsel" means:
- Eve H. Cervantez
Robin S. Tholin
ALTSHULER BERZON LLP
177 Post Street, Suite 300
San Francisco, CA 94108
Telephone: (415) 421-7151
ecervantez@altber.com
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- Alexander T. Ricke (pro hac vice)
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460 Nichols Road, Suite 200

Kansas City, Missouri 64112
Telephone: 816-714-7100
ricke@stuevesiegel.com

- t) "Plaintiff's Individual Settlement Payment" means nine thousand dollars (\$9,000) to be paid to Plaintiff in consideration of her individual release of claims.
- u) "Plaintiff's Release" means the individual settlement agreement attached hereto as Exhibit A, whereby Plaintiff individually releases the Releasees from any and all known and unknown claims she has or may have against them through November 16, 2024 and waives any and all rights she has or may have under California Civil Code section 1542, which Plaintiff will execute on the same day as this agreement.
- v) "Released PAGA Claims" means any and all claims for penalties and attorneys' fees and costs recoverable under PAGA which the LWDA had, may claim to have, or could have alleged against Released Parties, or which Plaintiff or PAGA Group members could have brought as proxy or agent of the LWDA, for violation of California Labor Code section 2698, et seq. based on the facts and allegations in the PAGA Notice and Complaint, as well as any and all PAGA claims that were asserted or could have been asserted based on the factual allegations contained in the PAGA Notice and PAGA Complaint, through the PAGA Period, including but not limited to claims for civil penalties under Labor Code section 2698, et seq., Labor Code sections 201, 202, 203, 204, 210, 226, 510, 558, 970, 1174, 1175, 1194, 1197.1, 1198, 2800, 2802, the Business and Professions Code, and all applicable IWC Wage Orders. For avoidance of doubt, with the exception of Plaintiff, members of the PAGA Group are not releasing any individual non-PAGA claims under the California Labor Code.
- w) "Released Parties" means Trusted Health, Inc., its corporate parent, and all other entities affiliated with it or them (individually and collectively, the "Trusted Entities"), and the Trusted Entities' respective and collective owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries,

managed service providers, healthcare facility clients, any and all facilities where PAGA Group members performed work for Trusted for the pay periods during which PAGA Group members were contracted to work at the facility through Trusted, any and all entities that operate those facilities for the pay periods during which PAGA Group members were contracted to work at the facility through Trusted, any and all alleged joint employers, privies, and/or any and all persons and/or corporate entities acting by, through, under, or in concert with any of them.

- x) "Settlement Packet" means the packet of documents which shall be mailed to all PAGA Members by the Administrator, including the Cover Letter (in substantially the form set forth in Exhibit B hereto) and each PAGA Group member's respective Individual PAGA Payment.

2) **RECITALS**

- a) On June 14, 2023, Plaintiff filed the PAGA Notice with the LWDA asserting multiple violations of the Labor Code, including "bait and-switch" claims under Labor Code § 970, failure to pay correct overtime premiums under §§ 510 and 1194 (based on the omission of "stipend" pay from the regular rate), and several other derivative Labor Code claims, including failure to indemnify employees for expenses and losses under § 2802, failure to indemnify employees for want of ordinary care under § 2800, failure to furnish accurate wage statements under §§ 226, 1174, 1175; unlawful failure to make payment of all wages due upon termination under §§ 201, 202, 203; and untimely payment of wages under § 204.
- b) Because the LWDA did not indicate that it intended to investigate these claims, on December 15, 2023, Plaintiff commenced this Action by filing a PAGA Complaint in San Francisco Superior Court on behalf of herself and other aggrieved employees.
- c) Trusted denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the causes of action alleged.

- 1 d) On October 22, 2024, the Parties participated in an all-day mediation presided over by
2 Jonathan D. Andrews, Esq., which led to this Agreement to settle the Action.
- 3 e) In advance of that mediation, the Parties exchanged confidential mediation briefs in
4 which each side carefully explained their view of the law and facts. Trusted provided
5 informal discovery to Plaintiff, including employment handbooks and policies. Trusted
6 also provided to Plaintiff data for travel clinicians employed in California between June
7 14, 2022 and June 22, 2024 which included (1) the total number of employees and pay
8 periods with overtime and/or double time and a per diem, (2) the total number of
9 employees and pay periods where a decreased rate was paid after an amended
10 assignment, (3) the total number of employees and pay periods without guaranteed hours
11 from June 14, 2022 to June 1, 2024.

12 **3) TERMS OF SETTLEMENT**

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

- 15 a) Gross Settlement Amount. Subject to Court approval, Trusted promises to pay
16 \$1,000,0000 and no more as the Gross Settlement Amount. Trusted has no obligation to
17 pay the Gross Settlement Amount prior to the deadline stated in paragraph (3)(c)(4). The
18 Administrator will disburse the entire Gross Settlement Amount without asking or
19 requiring PAGA Group members to submit any claim as a condition of payment. None of
20 the Gross Settlement Amount will revert back to Trusted.
- 21 b) Payments from the Gross Settlement Amount. The Administrator will make and deduct
22 the following payments from the Gross Settlement Amount, in the amounts specified by
23 the Court in the Approval Order:
- 24 1. To Plaintiff's Counsel: An amount up to one-third (33.33%) of the Gross
25 Settlement Amount, totaling \$333,333.33, for attorneys' fees ("Plaintiff's
26 Attorneys' Fees Payment"), and an amount of up to twenty thousand (\$20,000)
27 for reimbursement of actual litigation costs and expenses ("Plaintiff's Litigation
28 Costs Payment"), subject to Court approval. Trusted will not oppose requests for

1 Court approval of these payments provided that they do not exceed these
2 amounts. Plaintiff's Counsel shall provide the Settlement Administrator with a
3 properly completed and signed IRS Form W-9 in order for the Settlement
4 Administrator to process the Plaintiff's Attorneys' Fees Payment and Plaintiff's
5 Litigation Costs Payment approved by the Court. In the event that the Court
6 awards Plaintiff's Counsel less than one third of the Gross Settlement Amount
7 (\$333,333.33) in attorneys' fees and/or less than twenty thousand dollars
8 (\$20,000) in costs, the difference shall become part of the Net Settlement Fund
9 and shall be distributed to the LWDA and the PAGA Members as part of their
10 Individual PAGA Payments. Plaintiff's Counsel shall be solely and legally
11 responsible to pay all applicable taxes on the Plaintiff's Attorneys' Fees Payment
12 and Plaintiff's Litigation Costs Payment. The Administrator shall issue an IRS
13 Form 1099 to Plaintiff's Counsel for the Plaintiff's Attorneys' Fees Payment and
14 Plaintiff's Litigation Costs Payment. This Settlement is not conditioned upon the
15 Court awarding Plaintiff's Counsel any particular amount of attorneys' fees or
16 costs.

17 2. To the Administrator: An Administrator Expenses Payment not to exceed
18 \$15,000, as approved by the Court. To the extent the Administration Expenses
19 are less or the Court approves payment less than \$15,000, the Administrator will
20 retain the remainder in the Net Settlement Fund, which shall be distributed to the
21 LWDA and the PAGA Members as part of their Individual PAGA Payments.

22 3. To Plaintiff Fleming:

- 23 i. Plaintiff's Service Payment. Subject to Court approval, Plaintiff shall seek
24 a one thousand dollars (\$1,000) service payment, which Trusted will not
25 oppose. The Administrator shall issue an IRS Form 1099 to Plaintiff for
26 her service payment. Plaintiff shall be solely and legally responsible to
27 pay any and all applicable taxes on the Service Payment and shall hold
28 harmless Trusted, Plaintiff's Counsel, and Defendant's Counsel from any

claim or liability for taxes, penalties, or interest arising as a result of this payment. Any amount requested by Plaintiff for the service payment and not awarded by the Court shall become part of the Net Settlement Fund and shall be distributed to the LWDA and to the PAGA Members as part of their Individual PAGA Payments.

ii. Plaintiff's Individual Settlement Payment. In consideration for the execution of this Agreement and the release terms described herein, execution of Plaintiff's Release, dismissal of her claims with prejudice, and agreement to the other terms of this Agreement by Plaintiff, Trusted will pay an individual settlement payment of nine thousand dollars (\$9,000) to Plaintiff. The consideration paid by Trusted is specifically in exchange for Plaintiff's release of all claims as described in Exhibit A, including her individual non-PAGA claims.

4. To the LWDA and PAGA Group: The Net Settlement Amount of at least \$621,666.67, with 75% (\$466,250.00) allocated to the LWDA PAGA Payment and 25% (\$155,416.67) allocated to the Individual PAGA Payments.

i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group members' 25% share of PAGA Penalties (at least \$155,416.67) by the total number of PAGA Group Pay Periods worked by all PAGA Group members during the PAGA Period and (b) multiplying the result by each PAGA Group member's PAGA Group Pay Periods. PAGA Group members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

ii. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

c) Settlement Administration.

1. Administrator. The Parties have selected Analytics Consulting LLC ("Analytics") to serve as the Administrator and verified that, as a condition of appointment,

Analytics 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.

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

ii. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

2. PAGA Group Pay Periods. Based on a review of its records, Trusted estimates that as of November 15, 2024, there were 1,097 PAGA Group members who worked 24,846 Pay Periods. Trusted will inform Plaintiff’s Counsel as soon as possible, and in no event later than February 13, 2025, as to the final number of PAGA Group members and Pay Periods during the PAGA Period.
3. Aggrieved Employee Data. Within 15 days of the Approval Date, Trusted will deliver the PAGA Group List to the Administrator. To protect employees’ privacy rights, the Administrator must maintain the PAGA Group List in confidence, use the PAGA Group List only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Group List to Administrator employees who need access to the PAGA Group List to effect and perform under this Agreement. Trusted has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Group List omitted employee identifying information and to provide to the Administrator corrected or updated information as soon as reasonably feasible. Without any extension of the deadline by which Trusted must send the PAGA Group List 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 PAGA Group List information.

- i. Determination of Individual PAGA Payments. Within fourteen (14) calendar days after receiving the PAGA Group List from Defendant, the Administrator shall determine the amount of each Individual PAGA Payment under the terms of this Agreement and shall provide that information to Plaintiff's Counsel and to Defendant's Counsel. The Administrator's determination of the amount of each Individual PAGA Payment shall be binding upon the PAGA Group members and the Parties, yet subject to review by Plaintiff's Counsel, Defendant's Counsel, and the Court. In the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

4. Funding of Gross Settlement Amount. Trusted shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

5. Payments from the Gross Settlement Amount. Within fourteen (14) days after Trusted funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, Plaintiff's Service Award, Plaintiff's Individual Settlement Payment, and the LWDA PAGA Payment, and transmit via wire the Plaintiff's Attorneys' Fees Payment, and the Plaintiff's Litigation Costs Payment. The Administrator may then pay itself the Administration Expenses Payment.

- i. The Administrator will issue checks for the Individual PAGA Payments and mail copies of the Settlement Packet, which shall include the Cover Letter and each PAGA Member's respective Individual Settlement Payments, to all PAGA Members via regular First Class U.S. Mail, postage prepaid. The face of each check shall

1 prominently state the date (not less than 180 days after the date of
2 mailing) when the check will be voided. The Administrator will
3 cancel all checks not cashed by the void date. Before mailing any
4 checks, the Settlement Administrator must update the recipients'
5 mailing addresses using the National Change of Address Database.

6 ii. The Administrator must conduct an Address Search for all PAGA
7 Group members whose checks are returned undelivered without
8 USPS forwarding address. Within 7 days of receiving a returned
9 check the Administrator must re-mail checks to the USPS
10 forwarding address provided or to an address ascertained through the
11 Address Search. The Administrator need not take further steps to
12 deliver checks to a PAGA Group member whose re-mailed checks
13 are returned as undelivered. The Administrator shall promptly send
14 a replacement check to any PAGA Group member whose original
15 check was lost or misplaced, requested by the PAGA Group member
16 prior to the void date.

17 iii. For any PAGA Group member whose Individual PAGA Payment
18 check is uncashed and cancelled after the void date, the
19 Administrator shall transmit the funds represented by such checks to
20 the California Controller's Unclaimed Property Fund in the name of
21 the PAGA Group member.

22 iv. The payment of Individual PAGA Payments shall not obligate
23 Trusted to confer any additional benefits or make any additional
24 payments to the PAGA Group members (such as 401(k)
25 contributions or bonuses) beyond those specified in this Agreement.

26 6. Disputes Regarding Administration of Settlement. Any dispute not resolved by
27 the Administrator concerning the administration of the Settlement shall be
28 resolved by the Court. Prior to any such involvement of the Court, counsel for the

Parties shall confer in good faith and make use of the services of a mediator, if necessary, to resolve the dispute without the necessity of involving the Court.

- f) Release of PAGA Claims. Upon the Effective Date, Plaintiff and all PAGA Group members shall be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, all of the Released Parties from the Released Claims.
- g) Approval of Settlement. Plaintiff shall be responsible for moving the Court by February 20, 2025 to approve the Settlement and enter the Judgment. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for approval, including working cooperatively in good faith to address any questions raised by the Court and making any amendments required by the Court to make any immaterial changes. Plaintiff's Counsel will be responsible for drafting the motion for approval of Settlement and all documents necessary to obtain the Court's approval of the Settlement and will provide Defendant's Counsel a copy of the motion for settlement approval by February 13, 2025 so that Defendant's Counsel may comment and have input on said motion, and will consider reasonable suggestions from Defendant. Defendant further agrees that it will not oppose Plaintiff's motion for approval of the Settlement.
- h) Continuing Jurisdiction. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- i) No Admission. This Agreement and compliance with this Agreement shall not be construed as an admission by Plaintiff of any liability whatsoever, or as an admission by Plaintiff of any violations of Plaintiff's or the PAGA Group members' rights, of any violations of any order, law, statute, duty or contract whatsoever, or of the accuracy of any allegation made by Plaintiff or Plaintiff's Counsel.
- j) Non-Evidentiary Use. Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in

1 any other action or proceeding against Released Parties; provided, however, this shall not
2 prevent this Agreement from being used, offered, or received in evidence in any action or
3 proceeding to enforce, construe, or finalize this Agreement as to any person or entity
4 covered by this Agreement.

5 k) No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Trusted, nor Defendant's Counsel
6 are providing any advice regarding taxes or taxability, nor shall anything in this
7 Settlement be relied upon as such within the meaning of United States Treasury
8 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

9 l) Nullification. If the Court should for any reason fail to approve this Agreement, then: (1)
10 this Agreement shall be considered null and void, (2) neither this Agreement nor any of
11 the related negotiations or proceedings shall be of any force or effect, and (3) all Parties
12 to this Agreement shall stand in the same position, without prejudice, as if the Agreement
13 had been neither entered into, nor filed with the Court. However, the Parties will make
14 best efforts to satisfy any concerns expressed by the Court, including negotiating in good
15 faith with respect to any suggested modification of the Agreement, so as to obtain
16 approval for the Settlement. Invalidation of any material portion of this Agreement shall
17 invalidate this Agreement in its entirety unless the Parties subsequently agree in writing
18 that the remaining provisions shall remain in full force and effect.

19 m) Voluntariness. This Agreement is executed voluntarily and without duress or undue
20 influence on the part of or on behalf of any of the Parties, or any other person, firm or
21 other entity.

22 n) Cooperation. The Parties and their counsel will cooperate with each other and use their
23 best efforts, in good faith, to implement the Settlement by, among other things,
24 modifying the Settlement Agreement, submitting supplemental evidence and
25 supplementing points and authorities as requested by the Court. In the event the Parties
26 are unable to agree upon the form or content of any document necessary to implement the
27 Settlement, or on any modification of the Agreement that may become necessary to
28

1 implement the Settlement, the Parties will seek the assistance of a mediator and/or the
2 Court for resolution.

- 3 o) Publicity. The Parties and their counsel shall not issue any press releases or press
4 statements, post any internet disclosures, including communications on social media, or
5 have any communications with the press or media about the settlement before this
6 Agreement is filed with the Court.
- 7 p) Entire Agreement. This Agreement contains the entire understanding of the Parties
8 hereto in respect of the subject matter contained herein. This Agreement supersedes all
9 prior agreements and understandings among the Parties hereto with respect to the
10 settlement of the Litigation.
- 11 q) Amendments. The terms and provisions of this Agreement may be amended only by a
12 written agreement that is both: (a) signed by the Plaintiff and Defendant and (b) approved
13 by the Court. Any waiver of any provision of this Agreement shall not constitute a
14 waiver of any other provision of this Agreement unless expressly so indicated otherwise.
- 15 r) Assignment. None of the rights, commitments, or obligations recognized under this
16 Agreement may be assigned by any Party, PAGA Group member, Plaintiff's Counsel, or
17 Defendant's Counsel without the express written consent of each other Party and their
18 respective counsel hereto. The representations, warranties, covenants, and agreements
19 contained in this Agreement are for the sole benefit of the Parties under this Agreement,
20 and shall not be construed to confer any right or to avail any remedy to any other person.
21 Plaintiff expressly warrants that she has not transferred to any person or entity any right
22 or cause of action, or claim released by this Agreement.
- 23 s) Binding. This Agreement shall bind and inure to the benefit of the Parties hereto and to
24 their respective successors, assigns, legatees, heirs, and personal representatives.
- 25 t) Governing Law. This Agreement shall be governed, construed, and interpreted, and the
26 rights of the Parties shall be determined, in accordance with the laws of the State of
27 California.
28

u) Counterparts. This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile, scanned or digital signature, including but not limited to DocuSign, shall be treated as an original signature for all purposes.

v) 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 they extend the date to bring the case to trial under CCP section 583.310 for the entire period of this settlement process.

w) Invalidity of Any Provision. Before declaring any term or provision of this Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Stipulation as valid and enforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last date set forth below.

APPROVED AND ACCEPTED

Dated: February 24, 2025

PLAINTIFF:

Grace Fleming

GRACE FLEMING

Dated: _____, 2025

DEFENDANT:

TRUSTED HEALTH, INC.

Name:

1 u) Counterparts. This Agreement, and any amendments hereto, may be executed in any
2 number of counterparts and any Party and/or their respective counsel hereto may execute
3 any such counterpart, each of which when executed and delivered shall be deemed to be
4 an original and all of which counterparts taken together shall constitute but one and the
5 same instrument. It shall not be necessary in making proof of this Agreement or any
6 counterpart hereof to produce or account for any of the other counterparts. A facsimile,
7 scanned or digital signature, including but not limited to DocuSign, shall be treated as an
8 original signature for all purposes.

9 v) Stay of Litigation. The Parties agree that upon the execution of this Agreement the
10 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
11 further agree that upon the signing of this Agreement that pursuant to CCP section
12 583.330 they extend the date to bring the case to trial under CCP section 583.310 for the
13 entire period of this settlement process.

14 w) Invalidity of Any Provision. Before declaring any term or provision of this Stipulation
15 invalid, the Parties request that the Court first attempt to construe the terms or provisions
16 valid to the fullest extent possible consistent with applicable precedents so as to define all
17 provisions of this Stipulation as valid and enforceable.

18 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the last date
19 set forth below.

20 **APPROVED AND ACCEPTED**

21 Dated: _____, 2025

PLAINTIFF:

22 _____
23 GRACE FLEMING

24 Dated: February 13, 2025

DEFENDANT:

25 
26 _____
27 TRUSTED HEALTH, INC.

28 Name: Chryssa Valletta

Title:

APPROVED AS TO FORM:

Dated: 2/12/2025, 2025

ALTSHULER BERZON LLP

Signed by:
Eve Cervantez

Eve H. Cervantez
Attorney for Plaintiff

Dated: _____, 2025

AKERMAN LLP

Anthony D. Sbardellati
Attorney for Trusted Health, Inc.

Title:

APPROVED AS TO FORM:

Dated: _____, 2025

ALTSHULER BERZON LLP

Eve H. Cervantez
Attorney for Plaintiff

Dated: February 13, 2025

AKERMAN LLP



Anthony D. Sbardellati
Attorney for Trusted Health, Inc.

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

1. INTRODUCTION

a. This Settlement Agreement and Release (the "Agreement") between Trusted Health, Inc. ("Employer" or "Trusted") and Grace Fleming ("Fleming") represents the full settlement and release of all liability claimed against Trusted by Fleming (collectively, Fleming and Trusted together shall be referred to as the "Parties"). The following obligations represent full and mutual consideration for this Agreement.

b. On December 15, 2023, Fleming filed a complaint seeking civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") in the Superior Court of California, County of San Francisco, Case No. CGC-23-611120 (the "PAGA Action"). The PAGA Action alleges violations of the California Labor Code against Trusted for: (1) unlawful solicitation of employees by misrepresentation; (2) failure to pay overtime wages; (3) failure to make timely payment of all wages; (4) failure to provide complete and accurate wage statements; (5) failure to indemnify employees for expenses; (6) failure to indemnify employees for want of ordinary care; and (7) failure to pay all wages due upon termination.

c. The Parties participated in a mediation on October 22, 2024 with Jonathan D. Andrews, Esq., which led to an agreement to settle all of Fleming's claims.

d. The Parties now wish to settle and compromise fully and finally all liability claimed against Trusted with respect to Fleming's individual claims.

e. For the purposes of this Agreement, the term "Releasees" includes Trusted Health, Inc., its corporate parent, and all other entities affiliated with it or them (individually and collectively, the "Trusted Entities"), and the Trusted Entities' respective and collective owners, agents, attorneys, insurers, past, present, and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, managed service providers, healthcare facility clients (with respect to Fleming's work for them through Trusted), any and all entities that operate those facilities (with respect to Fleming's work for them through Trusted), any and all alleged joint employers, privies, and/or any and all persons and/or corporate entities acting by, through, under, or in concert with any of them. In consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

2. GENERAL DISCLAIMER

This Agreement shall not in any way be construed as an admission by Releasees, or any of them, of any unlawful or wrongful acts whatsoever against Fleming or any other person. Releasees, and each of them, specifically disclaim any liability to, or wrongful acts against Fleming or any other person.

3. NO CLAIM OF SEXUAL HARASSMENT

Fleming represents that (a) no part of the monies paid pursuant to Section 4 of this Agreement is a payment related to sexual harassment or sexual abuse as set forth in Section

162(q) of the Internal Revenue Code; and that (b) Fleming does not contend and is unaware of any facts to suggest she has been subjected at any time to any acts of sexual harassment or sexual abuse by Trusted or any of the Releasees. Fleming acknowledges that Trusted has relied on her representations in this Section in agreeing to pay the Settlement Payment referenced in Section 4 of this Agreement. .

4. **OBLIGATIONS OF EMPLOYER**

a. **Consideration.** Trusted agrees to pay Fleming the total amount of Nine Thousand Dollars (\$9,000.00) (the "Settlement Payment"), less applicable withholdings, for all alleged economic damages and general damages, emotional damages, punitive damages, and all other non-economic damages, penalties, attorneys' fees and costs. The Settlement Payment shall be made in two checks, as follows:

- i. One check made payable to "Grace Fleming" in the amount of \$4,500.00, less applicable withholdings, to be reported on an IRS Form W-2 as wages, issued to Fleming; and
- ii. One check made payable to "Grace Fleming" in the amount of \$4,500.00, in resolution of Fleming's non-wage claims, including but not limited to Fleming's claims for penalties, interest, and damages, to be reported on an IRS Form 1099.

The Settlement Payment will be delivered to [NAME] at [ADDRESS] within forty-four (44) days of the later to occur of the following events: (a) Fleming's execution and delivery of this Agreement to Employer's counsel, Anthony D. Sbardellati of Akerman LLP (by a PDF through email, anthony.sbardellati@akerman.com); and (b) Fleming's execution and provision of IRS Forms W-9 and W-4 to [Administrator Name], the Settlement Administrator; and (c) the Effective Date of the PAGA Settlement. If the PAGA Settlement does not become effective, this Settlement Agreement is null and void and of no effect.

Failure to remit the Settlement Payment within the period described above shall be a material breach. Fleming shall not be required to provide notice of breach before proceeding with an action to enforce the Agreement.

Fleming understands that the monies, benefits and any other consideration set forth in this Section includes consideration (1) that she would not receive but for her execution of this Agreement and the promises set forth herein, and (2) to which she otherwise would not be, and is not, entitled. The Parties further acknowledge and agree that California Labor Code section 206.5 is not applicable to the circumstances hereto. That section provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

Neither the Agreement nor the furnishing of the consideration for the Agreement will be deemed or construed as an admission of liability or wrongdoing on the part of Releasees, nor will

they be admissible by Fleming as evidence in any proceeding other than for the enforcement of this Agreement.

b. Neutral Reference. Employer agrees that upon request by a third party wishing to inquire as to Fleming's former employment with Employer, Employer will provide only the dates worked and last position held.

5. OBLIGATIONS OF FLEMING

a. Release Of Claims. Except for the obligations undertaken in this Agreement, Fleming, on her own behalf and on behalf of her heirs, family members, executors, agents and assigns, hereby agrees to release Releasees, and/or any of them, from any and all claims, known and unknown, asserted and unasserted, which Fleming has or may have against the Releasees as of November 16, 2024 including, but not limited to, any alleged violation of: Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Employee Retirement Income Security Act of 1974 ("ERISA"); the Immigration Reform and Control Act; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967 ("ADEA"); the Workers Adjustment and Retraining Notification Act; the Occupational Safety and Health Act; the Sarbanes-Oxley Act of 2002; the Fair Credit Reporting Act; the Family and Medical Leave Act; the Equal Pay Act; the Genetic Information Nondiscrimination Act of 2008; the California Family Rights Act; the California Fair Employment and Housing Act; the California Unruh Civil Rights Act; the California Confidentiality of Medical Information Act; the California Parental Leave Law; the California Equal Pay Law; the California Whistleblower Protection Law; the California Military Personnel Bias Law; the California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder California; any and all other provisions of the California Labor Code that lawfully may be released; any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance; any public policy, contract, tort or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

Notwithstanding the foregoing, this Release does not apply to any claims that cannot be released as a matter of law. Furthermore, the Release in this Agreement does not apply to (i) any pending or potential workers' compensation claims; (ii) rights or claims that may arise after November 16, 2024; and (iii) rights or claims arising out of this Agreement. Further, nothing in this Agreement constitutes a waiver or release of Fleming's entitlement and/or benefits to be received by her in any workers' compensation proceeding, if any, pursuant to the jurisdiction of the workers' compensation laws.

Fleming further understands that nothing in this Release generally prevents her from filing a charge or complaint with, or from participating in an investigation or proceeding conducted by any federal, state, or local agency charged with the enforcement of any employment laws.

This Release and waiver of claims also excludes, and Fleming does not waive, release, or discharge: (AA) the right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by or before, or provide information to any Government Agencies about workplace conditions or a possible violation of

law, without the need to provide advance notice to Employer; and (BB) the right to seek or receive a monetary award from a government-administered whistleblower award program, except that Fleming waives any right to monetary relief related to any administrative charge or complaint with the Equal Employment Opportunity Commission (EEOC), the California Civil Rights Department (CRD), or any state or local fair employment practices agency. "Government Agencies" means the Securities and Exchange Commission (SEC), the National Labor Relations Board (NLRB), the Equal Employment Opportunity Commission (EEOC), the Occupational Safety and Health Administration (OSHA), or any other federal, state, or local governmental regulatory or law enforcement agency.

b. Waiver of Unknown Claims. Fleming, for herself and her heirs, legal representatives, successors-in-interest and assigns expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the California Civil Code, and each does so understanding and acknowledging the significance and consequences of such specific waivers. Section 1542 of the Civil Code of California states as follows:

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

Thus, notwithstanding the provisions of Section 1542, and for the purposes of implementing a full and complete release and discharge, Fleming expressly acknowledges that this Agreement is also intended to include in its effect, without limitation, all claims which Fleming does not know or suspect to exist at the time of execution hereof against Releasees, and that this Agreement contemplates the extinguishment of any such assignment.

c. No Assignment of Claims. Fleming agrees (1) that she has not made any assignment of any claims released and discharged by this Agreement, (2) that she shall not hereafter make any assignment of any claims released and discharged by this Agreement, and (3) that she will indemnify and hold harmless Releasees, and each of them from any such assignment.

d. No Additional Claims. Fleming further represents and warrants that she has never commenced, filed, or prosecuted against Releasees, any action, charge, complaint, or other proceeding regarding any claim arising prior to the date of execution of this Agreement other than the claims referenced in Section 1 herein. In the event that any action, suit, claim, charge, or proceeding is brought by any government agency, putative class representative or other third party to vindicate any of Fleming's alleged rights encompassed by the release contained in this Agreement, Fleming waives any rights to money damages, inclusive of any attorneys' fees resulting from such.

e. Tax Liability. No party or attorney for any party has made any representations or warranties regarding the taxability of the Settlement Payment. Fleming agrees to assume all risks regarding the tax consequences of the Settlement Payment, if any. Fleming further agrees to indemnify and hold harmless the Releasees against any assessment of payroll, withholding, FICA, or other taxes or penalties to Fleming on the Settlement Payment, based on any conduct of Fleming, or taxes or penalties for which Fleming is personally responsible. Fleming shall further

have full responsibility with respect to any lien or other monies that may be due and owing as a result of receipt of this consideration, and will indemnify and hold Employer harmless from any assessment, penalties or fees associated with the payment set forth herein.

f. Indemnification. Fleming shall indemnify and hold harmless Employer and any other Releasee identified in this Agreement against any loss or liability, whatsoever, including reasonable attorneys' fees, caused by any action or proceeding, in any state or federal court or administrative processes that Fleming commences or is a named plaintiff if such action arises out of or is based upon any claim, demand, or cause of action released herein.

6. SEVERABILITY

The Parties agree and acknowledge that this Agreement shall be governed by and construed in accordance with the laws of the State of California, and that if any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the balance of this Agreement, which shall remain in full force and effect and such invalid provision shall be deemed severable.

7. CONSTRUCTION

It is understood and agreed that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. This Agreement shall be construed as a mutually prepared Agreement.

8. COSTS AND FEES

Except as otherwise provided for in this Agreement, each Party shall bear its own costs and attorneys' fees incurred as a result of this matter and neither party shall be considered the prevailing party for purposes of any statutory attorneys' fees provisions or fee shifting law.

9. SUBSEQUENT ACTION

The prevailing party in any action to enforce the terms of this Agreement shall be entitled to reimbursement of reasonable attorneys' fees and other costs related to that enforcement.

The Parties agree that this Agreement may be used as evidence in any subsequent proceeding in which any of the Parties alleges a breach of this Agreement or to enforce the provisions of this Agreement.

10. MODIFICATION

The Parties cannot modify and/or alter this Agreement in any respect except in a written instrument signed by all Parties. Any uncertainty or ambiguity in the Agreement shall not be construed for or against any party based on the attribution of drafting to any party.

11. NON-WAIVER

No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any proceeding, concurrent or succeeding breach of the same, or of any other term or provision. No waiver shall be binding on the part of, or on behalf of, any party entering into this Agreement.

12. ENTIRE AGREEMENT AND SUPERSEDING EFFECT

This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements or understandings, either oral or written, between them with respect to the subject matter hereof. This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, employees, representatives, officers, directors, subsidiaries, heirs, predecessors, and successors in interest. In the case of Employer, this Agreement is intended to release and inure to the benefit of Releasees as well.

13. APPLICABLE LAW

This Agreement has been made in California and California law applies to it, except that parol evidence shall not be admissible to modify, alter or vary the terms of this Agreement.

14. COUNTERPARTS / ORIGINALS

The Parties may execute this Agreement in counterparts. Facsimile, PDF and electronic signatures shall constitute original signatures.

15. COMPLETE AND VOLUNTARY AGREEMENT

The Parties expressly acknowledge and represent that each of them has read this Agreement, reviewed the same, and fully understand the meaning and effect of each and every provision of this Agreement, in particular the meaning and effect of Section 1542 of the Civil Code of California.

The Parties have full authority to enter into this Agreement. The Parties are voluntarily entering into this Agreement free of any duress or coercion. The Parties were advised to, have had the opportunity to, and did consult with legal counsel of their own choosing with respect to the execution and legal effect of this Agreement.

PLEASE READ CAREFULLY.

Signatures on the following page

AGREED:

DATED: _____

GRACE FLEMING

By: _____
Grace Fleming

DATED: _____

TRUSTED HEALTH, INC.

By: _____

Name:

Title:

Exhibit B

Notice of PAGA Settlement and Release of Claims

Grace Fleming v. Trusted Health, Inc., San Francisco Superior Court Case No.: CGC-23-611120

NAME

ADDRESS

I. NOTICE OF PAGA SETTLEMENT

The San Francisco County Superior Court (the “Court”) has approved a settlement between Grace Fleming (“Plaintiff”), on behalf of herself, the State of California, and all other aggrieved employees, and Defendant Trusted Health, Inc. (“Trusted”) in the above-captioned case. Plaintiff sought civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under California Labor Code § 2698 et seq., also known as the Private Attorneys General Act (“PAGA”).

You are receiving this Notice because you are in the group of employees referred to as the “PAGA Group.”

Defendant Trusted contends it is not liable for any of the claims alleged by Plaintiff and has asserted and continues to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties, or other payments. Trusted also contends that it has complied with all applicable state, federal, and local laws. However, the Parties have agreed that the litigation would be protracted and expensive for all Parties.

The Court did not make a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

The Court has approved the parties’ Settlement Agreement (“Settlement”). The enclosed check is your share of the Settlement. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. Further, you are bound by the settlement and release of claims based on the Court’s final judgment, whether or not you cash or deposit the enclosed check.

II. ADDITIONAL INFORMATION

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

If you have any questions or would like more information about the settlement or this lawsuit, please contact the settlement administrator:

Analytics Consulting LLC

[INSERT SETTLEMENT ADMIN CONTACT INFORMATION]

Exhibit C

1 Eve H. Cervantez (State Bar No. 164709)
2 Robin Tholin (State Bar No. 344845)
3 ALTSHULER BERZON LLP
4 177 Post Street, Suite 300
5 San Francisco, CA 94108
6 Telephone: (415) 421-7151
7 ecervantez@altber.com
8 rtholin@altber.com

9 Alexander T. Ricke (*pro hac vice*)
10 STUEVE SIEGEL HANSON LLP
11 460 Nichols Road, Suite 200
12 Kansas City, Missouri 64112
13 Telephone: 816-714-7100
14 ricke@stuevesiegel.com

15 *Attorneys for Plaintiff Fleming*

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

GRACE FLEMING, individually and on behalf of all other similarly situated aggrieved employees. Plaintiffs,	Case No: CGC-23-611120 [Assigned for all purposes to Judge Jeffrey S. Ross, Department 606]
 v.	[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT ATTORNEYS’ FEES AND COST, AND SERVICE AWARDS; AND JUDGEMENT THERON
TRUSTED HEALTH, INC., AND DOES 1-50 INCLUSIVE Defendants,	Hearing Date: March 20, 2025 Time: 9:30 am Dept. 606 Hearing Date Set by November 14, 2024, Court Order Complaint Filed: December 15, 2023 Trial Date: August 25, 2025

1 Plaintiff's Unopposed Motion for Approval of PAGA Settlement, Attorneys' Fees and
2 Costs, and Service Awards came on for hearing on March 20, 2025. The Court finds and orders as
3 follows:

4 1. On December 15, 2023, Plaintiff Grace Fleming ("Plaintiff") filed this Action
5 against Defendant Trusted Health, Inc. ("Defendant") for civil penalties under PAGA based on
6 alleged wage and hour Labor Code violations alleged in the Complaint and the accompanying
7 PAGA Notice.

8 2. On [REDACTED], the Parties entered into a PAGA Settlement Agreement
9 ("Agreement"), which was filed with the Court, on behalf of the PAGA Group, defined as any and
10 all of Trusted's non-exempt employees who were assigned to work at any facility inside California
11 during the PAGA Period and experienced at least one pay period during which (1) they were
12 entitled to overtime and/or double time pay and were paid a per diem, (2) received a decreased rate
13 of pay after an amended assignment, and/or (3) were not paid for guaranteed hours.

14 3. The California Labor Workforce and Development Agency has been given proper
15 notice of the Settlement, in accordance with Labor Code section 2699(1)(2), and has expressed no
16 objection, and neither has any other party objected to the Settlement.

17 4. The Motion for Approval of PAGA Settlement is granted. Pursuant to Labor Code
18 §2699(1)(2), the Court finds that the \$1,000,000 non-reversionary Gross Settlement Amount, which
19 is inclusive of the LWDA PAGA Payment, Individual PAGA Payments, PAGA Counsel's Fees
20 Payment, PAGA Counsel's Expenses Payment, Plaintiff's Service Award, Plaintiff's Individual
21 Settlement, and Administration Expenses Payment, as memorialized in the parties' Private
22 Attorneys General Act Settlement Agreement ("Agreement"), is "fair, reasonable, and adequate in
23 view of PAGA's purposes to remediate present labor law violations, deter future ones, and to
24 maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.*, 72 Cal.App.5th 56, 77
25 (2021). The settlement was the product of extensive, arms-length negotiation, and the settlement, as
26 allocated pursuant to the terms of the Agreement, provides genuine and meaningful relief to the
27 State and aggrieved employees. The Gross Settlement Amount shall be distributed as follows:
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- 1 a. Pursuant to Labor Code §2699(g)(1), the Court awards attorneys' fees in the amount
2 of one-third (33.33%) of the Gross Settlement Amount, totaling \$333,333.33, to
3 Plaintiff's Counsel, Altshuler Berzon LLP and Stueve Siegel Hanson LLP. The
4 Court concludes that under a percentage-of-the-fund analysis, one-third of the
5 settlement fund is standard in similar settlements and constitutes a reasonable fee
6 award in this case based on the contingent risk incurred by counsel and the benefits
7 conferred on Plaintiff, the aggrieved employees, and the State. Applying a lodestar
8 cross-check, the Court finds that the hours incurred in litigating these matters were
9 reasonable, and that the hourly rates requested are reasonable in light of the skill,
10 experience, and qualifications of Plaintiff's counsel. The multiplier of [] is
11 reasonable in this case in light of the nature and complexity of the litigation and the
12 benefits to the State and aggrieved employees of the swift resolution of the case.
- 13 b. The Court awards litigation costs of \$ [] [not to exceed \$20,000] to
14 Plaintiff's counsel. The Court finds that the requested expenses were reasonably
15 incurred in the litigation of this matter and are properly awarded under Labor Code §
16 2699(g)(1) and under a common fund analysis.
- 17 c. Pursuant to the terms of the Settlement, the Court grants a service award in the
18 amount of \$1,000 to Plaintiff Grace Fleming. The Court finds that this award is
19 reasonable for the time expended and risks incurred by the Plaintiff in bringing this
20 case.
- 21 d. The individual settlement between Plaintiff and Defendant Trusted Health, Inc. is not
22 subject to Court approval.
- 23 e. Plaintiff's selection of Analytics Consulting, LLC to administer the Settlement is
24 approved, and it may be paid up to \$15,000 for its services.
- 25 f. The remaining at least \$621,666.67 of the Gross Settlement Amount after deduction
26 of the payments under 4(a)-(e), shall be the PAGA penalties as consideration for the
27 release of the Released PAGA Claims against the Released Parties during the PAGA
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Period by Plaintiff and the PAGA Group. The PAGA Penalties shall be distributed as follows:

- i. 75% or at least \$466,250.00, shall be paid to the LWDA;
- ii. 25% or at least \$155,416.67, shall be paid to the PAGA Group members, distributed to each of them as Individual PAGA Payments, and such distribution shall be on a *pro rata* basis based on the pay periods worked by the PAGA Group during the PAGA Period.

5. Within the time limits set forth in the Agreement, Defendant shall provide the Administrator with the PAGA Group List. The PAGA Group List shall be in a Microsoft Excel spreadsheet and shall include the following information for each PAGA Group member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) total number of pay periods worked during the PAGA Period.

6. Within the time limits set forth in the Agreement, Defendant shall deposit \$1,000,000.00 into a Qualified Settlement Fund established by the Administrator selected by the Parties in the Agreement.

7. Within the time limits set forth in the Agreement, the Administrator shall issue all payments provided in this Order.

8. The parties are ordered to implement the Agreement according to its terms. Pursuant to Code of Civil Procedure §664.6, the Court shall retain jurisdiction over the Settlement to enforce its terms.

9. The Action is dismissed with prejudice.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that judgment shall be entered in this action according to the foregoing terms.

Dated: _____, 2025

HON. JEFFREY S. ROSS