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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

CYNTHIA GILBERT, an individual, on behalf of
herself and all others similarly situated,

Plaintiff,

vs.

OPTION CARE ENTERPRISES, INC., a
Delaware corporation; and DOES 1 through 20,
inclusive,

Defendants.

CASE NO. 2023-CU-OE-012240

JOINT STIPULATION FOR CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE

Complaint Filed: August 1, 2023
Trial Date: None Set

1 **JOINT STIPULATION FOR CLASS AND PAGA REPRESENTATIVE ACTION**

2 **SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class and PAGA Representative Action Settlement and Release
4 (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff
5 CYNTHIA GILBERT (“Plaintiff” or “Class Representative”), as an individual and on behalf of all
6 others similarly situated, and allegedly aggrieved employees, and Defendant OPTION CARE
7 ENTERPRISES, INC. (“Defendant”).

8 **DEFINITIONS**

9 The following definitions are applicable to this Settlement Agreement. Definitions contained
10 elsewhere in this Settlement Agreement will also be effective:

11 1. “Action” means *Cynthia Gilbert v. Option Care Enterprises, Inc.*, Ventura County
12 Superior Court, Case No. 2023-CU-OE-012240 (the “Action”).

13 2. “Aggrieved Employees” and “PAGA Settlement Group Members” is defined as all
14 persons who worked for any Defendant in California as an hourly, non-exempt employee in the
15 position of nurse, pharmacist, or pharmacy technician, at any time during the period beginning one
16 year and sixty-five (65) days before the filing of Plaintiff’s PAGA Notice to the Labor and Workforce
17 Development Agency on July 31, 2023—i.e., May 27, 2022, through the date of preliminary approval
18 of the Settlement Agreement, or pursuant to the provisions of Paragraph 55.

19 3. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class
20 Counsel’s litigation and resolution of the Action, and all Court approved costs incurred and to be
21 incurred by Class Counsel in the Action, including but not limited to, costs associated with
22 documenting the Settlement, providing any notices to governmental agencies required as part of the
23 Settlement or Court Order, securing the Court’s approval of the Settlement, administering the
24 Settlement, obtaining entry of a Judgment terminating the Action, and expenses for any experts. Class
25 Counsel will request attorneys’ fees not in excess of thirty-three-point thirty three percent (33.33%)
26 of the Gross Fund, or \$1,208,333.33. Class Counsel will also request verified litigation costs and
27 expenses according to proof and approval by the Court to be deducted from the Gross Fund.

28 4. “Cabrera Settlement” means the class action settlement reached in a prior lawsuit

1 against Defendant in *Somahyra Cabrera v. Option Care Enterprises, Inc. et al.*, United States District
2 Court for the Central District of California, Case No. 8:19-cv-00589-JVS-E, Dkt. No. 37.

3 5. “Class Counsel” means PALAY HEFELFINGER, APC.

4 6. “Class List” means a complete list of all Class Members that Defendant will diligently,
5 accurately, and in good faith compile from Defendant’s records and provide to the Settlement
6 Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement. The
7 Class List will be formatted in Microsoft Office Excel and will include each Class Member’s: (1) full
8 name; (2) last known home address; (3) social security number; (4) start and end dates of work
9 performed in California as a non-exempt employee of Defendant; (5) total work weeks and pay periods
10 for work performed in California during the Class Settlement Covered Period and PAGA Settlement
11 Covered Period; and (6) any other information required by the Settlement Administrator in order to
12 effectuate the terms of the Settlement.

13 7. “Class Members” are defined as all persons who worked for any Defendant in
14 California as an hourly, non-exempt employee in the position of nurse, pharmacist, or pharmacy
15 technician, at any time during the period of September 6, 2020 (due to the *Cabrera* Settlement release
16 date), through the date of preliminary approval of the Settlement Agreement, or pursuant to the
17 provisions of Paragraph 55.

18 8. “Class Notice” means the Notice of Class Action Settlement, substantially in the format
19 attached as **Exhibit A**.

20 9. “Class Settlement Covered Period” means the period from September 6, 2020 (due to
21 the *Cabrera* Settlement), through the preliminary approval or pursuant to the provisions of Paragraph
22 55.

23 10. “Class/PAGA Representative Enhancement Payment” means the amount to be paid to
24 Plaintiff in the Action in recognition of her effort and work in prosecuting the Action on behalf of
25 Class Members, and for Plaintiff’s general release of claims. Subject to the Court granting final
26 approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff
27 will request Court approval of Class/PAGA Representative Enhancement Payment of \$25,000.

28 11. “Court” means the Ventura County Superior Court California.

12. “Defendant” means OPTION CARE ENTERPRISES, INC.

13. “Effective Date” means the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, i.e., 65 days from the date the court grants final approval and enters judgment; or, if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within that timeframe, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief. The Effective Date is a condition of performance of the obligations under this Settlement.

14. “Gross Fund” means the maximum agreed amount of \$3,625,000, to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims by Class Members and Aggrieved Employees arising from the Action, which includes all Individual Settlement Payments to Qualified Class Members and PAGA Settlement Group Members, Attorneys’ Fees and Costs to Class Counsel, the Class/PAGA Representative Enhancement Payment to Plaintiff, the Labor and Workforce Development Agency (“LWDA”) Payment, and Settlement Administration Costs to the Settlement Administrator. This Gross Fund has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual claims in the Action. In no event will Defendant be liable for more than the Gross Fund except as provided in Paragraph 55. The Gross Fund includes employee payroll taxes. Defendant will be separately responsible for any employer-side payroll taxes required by law, which shall be paid by Defendant in addition to the Gross Fund. There will be no reversion of the Gross Fund to Defendant.

15. “Individual Settlement Payment” means each Qualified Class Member and PAGA Settlement Group Member’s respective share of the Net Settlement Amount.

16. “Labor and Workforce Development Agency Payment” means the amount that the Parties have agreed to pay to the LWDA in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698 *et seq.*) (“PAGA”) out of the PAGA Settlement Amount. The Parties have agreed that \$300,000 of the Gross Fund will constitute the PAGA Settlement Amount and be remitted in consideration for the resolution of PAGA Settlement Group Members’ claims

1 arising under PAGA during the PAGA Settlement Covered Period. Pursuant to PAGA, Seventy-Five
2 Percent (75%) of the PAGA Settlement Amount, or \$225,000, will constitute the Labor and Workforce
3 Development Agency Payment and Twenty-Five Percent (25%) of the PAGA Settlement Amount, or
4 \$75,000, will constitute the Net PAGA Settlement Amount to be paid to the PAGA Settlement Group
5 Members.

6 17. “Net Class Settlement Amount” means the portion of the Gross Fund remaining after
7 deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA
8 Settlement Amount, and Settlement Administration Costs. The Net Class Settlement Amount will be
9 distributed to the Qualified Class Members. There will be no reversion of the Net Class Settlement
10 Amount to Defendant if any funds cannot be distributed.

11 18. “Net PAGA Settlement Amount” refers to the 25% portion of the PAGA Settlement
12 Amount available for distribution to the PAGA Settlement Group Members. There will be no reversion
13 of the Net PAGA Settlement Amount to Defendant if any funds cannot be distributed.

14 19. “Notice of Objection” means a Class Member’s valid and timely written objection to
15 the Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s
16 full name, signature, address, and telephone number, (ii) a written statement of all grounds for the
17 objection accompanied by any legal support for such objection, and (iii) copies of any papers, briefs,
18 or other documents upon which the objection is based, if any documents are a basis of the objection.

19 20. “PAGA Released Claims” are defined to include all claims released by the PAGA
20 Settlement Group Members for PAGA civil penalties pleaded in the Complaints, and/or First
21 Amended Complaints, and/or any PAGA letters and/or amended PAGA letters sent to the LWDA by
22 Plaintiff during or prior to the Action, and/or which could have been alleged under the same or similar
23 facts, allegations and/or claims pleaded in the Action, against Defendant and/or Released Parties.

24 21. “PAGA Settlement Amount” means the amount the Parties have agreed to allocate to
25 the resolution of PAGA Claims during the PAGA Settlement Covered Period. The Parties have agreed
26 that \$300,000 of the Gross Fund will constitute the PAGA Settlement Amount.

27 22. “PAGA Settlement Covered Period” means the period of time from May 27, 2022,
28 through the date of preliminary approval or pursuant to the provisions of Paragraph 55.

1 23. “Parties” means Plaintiff and Defendant, collectively.

2 24. “Pay Periods” means the number of pay periods worked by the PAGA Settlement
3 Group Members for any Defendant in California during the PAGA Settlement Covered Period. All
4 PAGA Settlement Group Members must be credited with at least one Pay Period.

5 25. “Plaintiff” means the named Plaintiff in the Action, CYNTHIA GILBERT.

6 26. “Preliminary Approval” means the Court order granting preliminary approval of the
7 Settlement Agreement.

8 27. “Qualified Class Members” means all Class Members who do not submit timely and
9 valid Requests for Exclusion and are thus entitled to a share of the Net Class Settlement Amount.

10 28. “Released Claims” means “Released Class Claims” and “Released PAGA Claims,”
11 collectively.

12 29. “Released Class Claims” means the claims released by the Qualified Class Members
13 and pleaded in the Action (including in any initial or amended Complaint or PAGA letters sent to the
14 LWDA by Plaintiff during or prior to the Action), any potential claims reasonably arising out of the
15 same set of operative facts pleaded in the Complaints or PAGA letters, or any claims reasonably
16 related to the allegations in the Complaints or PAGA letters for work performed during the Class
17 Settlement Covered Period, including but not limited to the following:

18 (a) Any claims for unpaid wages (Cal. Labor Code (“Lab. Code”) §§ 200, 510, 558,
19 558.1, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and/or all applicable Wage Orders); failure to
20 provide meal periods and/or meal period premium payments (Lab. Code §§ 218, 218.6, 226.7, 512,
21 and/or all applicable Wage Orders); failure to provide rest breaks and/or days of rest and/or rest break
22 premium payments (Lab. Code §§ 218, 218.6, 226.7, 512, 516 and/or all applicable Wage Orders);
23 reporting time pay (all applicable Wage Orders); failure to provide accurate wage statements (Lab.
24 Code §§ 226, 226.3); failure to timely pay wages or vacation pay (Lab. Code §§ 201-204, 210, 219,
25 227.3); improper sick pay (Lab. Code § 245 *et seq.*); expense reimbursement (Lab. Code §§ 2800,
26 2802, 2804); claims for unfair competition and/or business practices (Cal. Bus. & Prof. Code § 17200
27 *et seq.*); all claims based on the foregoing under the applicable Wage Orders and/or California Code
28 of Regulations, including but not limited to Wage Orders Nos. 5-2001, 15-2001; all claims for

1 penalties, including, but not limited to PAGA (Lab. Code § 2698 *et seq.* with the LWDA, State of
2 California, and/or Plaintiff as proxies for the LWDA release); all claims for interest, penalties,
3 premiums, and/or attorney’s fees in connection with any of the preceding claims (Lab. Code §§ 210,
4 216, 218.5, 218.6, 226, 226.3, 1194, 1194.3, 2699; Cal. Civ. Code §§ 3287, 3289; Cal. Civ. Proc. Code
5 § 1021.5); and/or all other statutory and/or regulatory violations alleged in the Complaints or PAGA
6 letters sent to the LWDA, any potential claims reasonably arising out of the same set of operative facts
7 pleaded in the Complaints or PAGA letters, or any claims reasonably related to the allegations in the
8 Complaints or PAGA letters.

9 (b) Any claims for injunctive relief, declaratory relief, restitution, fraudulent
10 business practices and/or punitive damages alleged in the Complaints filed as part of the Action,
11 including any potential claims reasonably arising out of the same set of operative facts alleged in the
12 Complaints or reasonably related to the allegations in the Complaints; and

13 (c) Any and all other claims under California common law, the California Labor
14 Code including but not limited to the California Private Attorneys General Act (“PAGA”) (Lab. Code
15 § 2698 *et seq.*), the Fair Labor Standards Act¹ (“FLSA” or 29 U.S.C § 206 *et seq.*), California Industrial
16 Welfare Commission Wage Orders (“Wage Orders”), and/or the California Business and Professions
17 Code alleged in the Complaints or PAGA letters sent to the LWDA as well as any potential claims
18 reasonably arising out of the same operative facts pleaded in the Complaints or PAGA letters, or any
19 claims reasonably related to the allegations in the Complaints or PAGA letters pleaded in the Action.
20 In addition, to the extent required by law, the cashing of the settlement check by the Qualified Class
21 Member shall be deemed an opt-in for purposes of releasing the Released Parties from any claims
22 predicated under the FLSA that could have been alleged under the same or similar facts, allegations
23 and/or claims pleaded in the Settlement Class. The Settlement Administrator shall include a legend on
24 the settlement check stating: “By cashing this check, I am opting into the settlement in *Cynthia Gilbert*
25 *v. Option Care Enterprises, Inc.*, Ventura County Superior Court, Case No. Case No. 2023-CU-OE-
26

27 ¹ In the event the Court does not allow a full release of the FLSA claims in connection with the
28 released wage and hour claims under the California Labor Code as presented, the Parties agree to
submit an amended complaint asserting such causes of action under 29 U.S.C. section 206 *et seq.* to
secure the appropriate release of any FLSA claims for settlement approval purposes.

012240 under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the Released Claims described in the Settlement Agreement.” The release shall be given full res judicata and collateral estoppel effect upon entry of judgment.

30. “Released PAGA Claims” means the claims released by the PAGA Settlement Group Members will include all claims for PAGA civil penalties related in any way to unpaid wages, minimum wages, overtime, reporting time, on-call time, meal and rest breaks (and related premiums), failure to provide all wages owed in a timely manner, inaccurate wage statements, sick pay, waiting time penalties, and expense reimbursements, pleaded in the Complaints or PAGA letters sent to the LWDA as well as any potential claims reasonably arising out of the same operative facts pleaded in the Complaints or PAGA letters or reasonably related to the allegations in the Complaints or PAGA letters pleaded in the Action against Defendant and/or the Released Parties.

31. “Released Parties” are defined to include Defendant, as well as each and all of its past and present direct or indirect parents, subsidiaries, predecessors, successors, and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders (both legal and beneficial), attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns, trustees and legal representatives, and any individual or entity which could be jointly liable with Defendant.

32. “Release Period” means the Class Settlement Covered Period.

33. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the non-PAGA portion of the Settlement. The Request for Exclusion must: (i) set forth the name, address, telephone number, and last four digits of the social security number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the Settlement; and (v) be faxed or postmarked on or before the Response Deadline.

34. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of Objection or workweek

1 disputes. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the
2 Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
3 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on
4 which the U.S. Postal Service is open.

5 35. “Settlement Administrator” or “Administrator” means the third-party class action
6 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
7 administering the Settlement. The Parties each represent that they do not have any financial interest
8 in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
9 that could create a conflict of interest.

10 36. “Settlement Administration Costs” means the costs payable from the Gross Fund to the
11 Settlement Administrator for administering the Settlement, including, but not limited to, printing,
12 distributing, and tracking documents for the Settlement, tax reporting, distributing the Gross Fund,
13 and providing necessary reports and declarations, as requested by the Parties. The Settlement
14 Administration Costs will be paid from the Gross Fund, with any excess in cost reducing the amount
15 available to distribute to the Qualified Class Members, and any short fall increasing the amount
16 available to distribute to the Qualified Class Members.

17 37. “Workweeks” means the number of workweeks that each Class Member actively
18 worked for any Defendant in California during the Class Settlement Covered Period. All Class
19 Members must be credited with at least one workweek.

20 **TERMS OF AGREEMENT**

21 Plaintiff, on behalf of herself, Class Members, PAGA Settlement Group Members, and
22 Defendant agree as follows:

23 38. Stipulation to Amend Pleadings and Consolidate Class. For settlement approval
24 purposes only, the Parties agree that Plaintiff’s counsel will amend the First Amended Complaint
25 currently pending in the Ventura County Superior Court and amend the PAGA letter, in the form
26 agreeable to all the Parties, to allege the putative class claims now pending in the Action, including all
27 facts and legal theories that it encompasses as well as add class and PAGA claims for improper
28 payment of sick pay and failure to provide business expense reimbursements, and to seek approval of

1 the Settlement in the Second Amended Complaint. The Parties agree that the previously filed answer
2 shall also apply as the operative responsive pleading to the Second Amended Complaint. Plaintiff
3 maintains that the Action has merit and Defendant denies that the Action is appropriate for class
4 treatment or manageable at trial for any purpose other than settling the Action. A true and correct copy
5 of the Second Amended Complaint is attached as **Exhibit B**.

6 39. **Funding of the Gross Fund.** Defendant will issue payment in the amount of the Gross
7 Fund of \$3,625,000 to the Settlement Administrator, which will be deposited into a Qualified
8 Settlement Account to be established by the Settlement Administrator. Defendant will pay employer's
9 share of payroll taxes separately. After the Effective Date, the Gross Fund will be used for: (i)
10 Individual Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (iii)
11 the Class/PAGA Representative Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v)
12 Settlement Administration Costs. Defendant will issue payment in the amount of the Gross Fund
13 within sixty-five (65) days of the Effective Date. Defendant shall submit any additional payroll taxes
14 within sixty (60) business days after receiving the calculations from the Settlement Administrator and
15 after the Effective Date.

16 40. **Attorneys' Fees and Costs.** Class Counsel will file a motion for Attorneys' Fees and
17 Costs of not more than one-third (33.33%) of the Gross Settlement Fund, or \$1,208,333.33, plus the
18 reimbursement of verified litigation costs and expenses associated with Class Counsel's litigation and
19 settlement of the Action as requested pursuant to motion according to proof and approval by the Court,
20 both of which will be paid from the Gross Settlement Fund. The amount paid as and for attorneys'
21 fees, costs and expenses shall discharge any and all claims for such fees, costs, and expenses. A
22 reduction in these amounts by the Court is not grounds to void the Agreement.

23 41. **Class/PAGA Representative Enhancement Payment.** In exchange for a general and
24 complete release, and in recognition of Plaintiff's effort and work in prosecuting the Action on behalf
25 of Class Members, Defendant agrees not to oppose any application or motion for a Class/PAGA
26 Representative Enhancement Payment of \$25,000. A reduction in this amount by the Court is not
27 grounds to void the Settlement. The Class/PAGA Representative Enhancement Payment will be paid
28 from the Gross Settlement Fund and will be in addition to any Individual Settlement Payment Plaintiff

1 may be entitled to pursuant to the Settlement. The Class/PAGA Representative Enhancement Payment
2 will be characterized as taxable income and reported on IRS Forms 1099. The named Plaintiff will
3 sign a release of all claims known and unknown, including a full waiver of California Civil Code §
4 1542 with respect to the Released Parties. Plaintiff will be solely and legally responsible to pay any
5 and all applicable taxes on the Class/PAGA Representative Enhancement Payment.

6 42. Settlement Administration Costs. The Settlement Administrator will be paid for the
7 reasonable costs of administration of the Settlement and distribution of payments from the Gross
8 Settlement Fund, which shall not exceed the amount quoted (and ultimately billed) by the Claims
9 Administrator. These costs, which will be paid from the Gross Settlement Fund, will include, *inter*
10 *alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2
11 IRS Forms, distributing Class Notice, calculating and distributing the Gross Settlement Fund,
12 establishing and maintaining a settlement website in the manner described below and providing
13 necessary reports and declarations.

14 43. PAGA Settlement Amount and Distribution. Subject to Court approval, the Parties
15 agree that the amount of \$300,000 from the Gross Settlement Fund will be designated for satisfaction
16 of civil penalties arising out of the PAGA Claims during the PAGA Settlement Covered Period.
17 Pursuant to PAGA, Seventy-Five Percent (75%), or \$225,000, of this sum will be paid to the LWDA
18 and Twenty-Five Percent (25%), or \$75,000, will constitute the Net PAGA Settlement Amount. The
19 Net PAGA Settlement Amount paid to the PAGA Settlement Group Members will be calculated and
20 apportioned based on the number of Pay Periods a PAGA Settlement Group Member worked during
21 the PAGA Settlement Covered Period (regardless of whether they object to or are excluded from the
22 non-PAGA portion of the Settlement) on a pro rata basis.

23 44. Net Class Settlement Amount. The entire Net Class Settlement Amount will be
24 distributed to the Qualified Class Members. No portion of the Net Class Settlement Amount will
25 revert or be retained by Defendant.

26 45. Individual Settlement Payment Calculations. Individual Settlement Payments will be
27 calculated and apportioned from the Net Class Settlement Amount based on the number of Workweeks
28 a Qualified Class Member worked during the Class Settlement Covered Period, and their position held,

as set forth below in Paragraphs 45.1 through 45.4. The administrator shall calculate the settlement shares to be paid in proportion to an individual's Effective Settlement Workweeks (defined below), divided by the aggregate total of Effective Settlement Workweeks for the Qualified Class Members. (As used herein, "Effective Settlement Workweeks" means the count of workweeks, as a proportion of the individual's actively worked Workweeks, that will be counted for purposes of computing his or her settlement allocation).

45.1 *Qualified Class Members who worked as Nurses in the LA North or South Region.*

(a) An individual in this category shall have his or her Workweeks credited and counted at 100% as Effective Settlement Workweeks in this category

45.2 *Qualified Class Members who worked as Nurses, in all other California regions (other than LA North or LA South).*

(a) An individual in this category shall have his or her Workweeks credited and counted at 75% in this category

45.3 *Qualified Class Members who worked as Pharmacists in California.*

(a) An individual in this category shall have his or her Workweeks credited and counted at 40% in this category for purposes of the settlement allocation.

45.4 *Qualified Class Members who worked as Pharmacy Technicians in California.*

(a) An individual in this category shall have his or her Workweeks credited and counted at 20% in this category for purposes of the settlement allocation.

45.5 The PAGA-Portion of the Individual Settlement Payments. The PAGA portion of the Individual Settlement Payments will be calculated and apportioned from the Net PAGA Settlement Amount (\$75,000) to be paid to the PAGA Settlement Group Members, based pro rata on the number of Workweeks a PAGA Settlement Group Member actively worked during the PAGA Settlement Covered Period. For purposes of the PAGA portion of the Individual Settlement Payments, there is no adjustment based on position held by the Aggrieved Employee.

46. No Credit Toward Benefit Plans. The Individual Settlement Payments made to the Qualified Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which

any Class Members may be eligible. It is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

47. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

48. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

49. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing address identified in the Class List as updated by the process in Paragraph 50 below.

50. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Class Notices returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, and/or social security number of the Class Member involved and will then perform a single re-mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by request, will have between the later of (i) an additional fifteen (15) calendar days or (ii) the Response Deadline to submit a Request for Exclusion or an objection to the Settlement.

51. Class Notice. All Class Members will be mailed Class Notice. Each Class Notice will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Qualified Class definition; (iv) the total number of Workweeks the Class Member worked for Defendant during the Class Settlement Covered Period; (v) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi)

1 the dates which comprise the Class Settlement Covered Period; (vii) instructions on how to submit
2 Requests for Exclusion; Notices of Objection or Workweek disputes; (viii) the deadlines by which the
3 Class Member must postmark or fax Request for Exclusions, Notices of Objection or Workweek
4 disputes; and (ix) the claims to be released

5 52. Disputed Information on Class Notices. Class Members will have an opportunity to
6 dispute the Workweek information provided in their Class Notices. To the extent Class Members
7 dispute their employment dates or the number of Workweeks on record, Class Members may produce
8 evidence to the Settlement Administrator showing that such information is inaccurate. The Parties
9 agree that if any Class Member disputes the basis for determining their share of the Settlement,
10 Defendant's records shall presumptively control unless the Class Member can produce documentary
11 evidence of other shifts worked during the relevant time period. The Parties further agree that any
12 dispute that cannot be resolved by Class Counsel and Defendant's counsel may be brought before the
13 Court before final approval of the Class Settlement. All disputes will be decided within five (5)
14 business days of the Response Deadline.

15 53. Defective Submissions. If a Class Member's Request for Exclusion is defective as to
16 the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
17 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days
18 of receiving the defective submission to advise the Class Member that his or her submission is
19 defective and that the defect must be cured to render the Request for Exclusion valid. The Class
20 Member will have until the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the
21 date of the cure letter, which ever date is later, to postmark or fax a revised Request for Exclusion. If
22 the revised Request for Exclusion is not postmarked or received within that period, it will be deemed
23 untimely.

24 54. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
25 Class portion of the Settlement Agreement (i.e., to not waive individual claims for relief encompassed
26 by the Released Class Claims by Class Members and not receive a portion of the Net Class Settlement
27 Amount) must sign and facsimile or postmark written Request for Exclusion to the Settlement
28 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to

1 the Settlement Administrator, the postmark date will be the exclusive means to determine whether a
2 Request for Exclusion has been timely submitted. Class Members who submit timely requests to opt
3 out of the Settlement will not receive payment from the Settlement and will not be bound by the terms
4 of the proposed Settlement or the final judgment (with the exception of claims arising under the
5 PAGA.) Aggrieved Employees will receive their share of the employee portion of the PAGA penalties
6 and will be deemed to have released any claims arising out of PAGA, regardless of whether they opt-
7 out from the release of their class claims.

8 55. Class Size. The Gross Settlement Fund was calculated based on the understanding that
9 between September 6, 2020 (due to the *Cabrera* Settlement), and May 30, 2025, the Class Members
10 worked approximately 70,995 Workweeks. In the event the total Workweeks on the final class list
11 exceed this amount by 10% (*i.e.*, greater than 78,095 Workweeks), the Defendant shall have the option
12 of either: (a) increasing the Net Settlement Amount pro rata with a 10% grace margin (*i.e.* if the
13 numbers increase by 11%, the Net Settlement Amount shall increase by 1%) or (b) shortening the end
14 date of the Class Settlement Covered Period such that the threshold is not exceeded (*i.e.*, such that
15 there is not an increase in the number of Workweeks of more than 10% or greater than 78,095
16 Workweeks).

17 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
18 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
19 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released
20 Claims by during the Release Period, as well as any Judgment that may be entered by the Court if it
21 grants final approval to the Settlement. Class Members who choose to participate in this Settlement
22 by not opting out and cashing their checks (that will include language to the effect that cashing the
23 check will release their rights under the FLSA for any claims pled or that could have been pled based
24 on the factual allegations alleged in the operative Complaint or any Amended Complaint in the Action
25 or the LWDA letters; *e.g.*, “By cashing this check, I am opting into the settlement in *Cynthia Gilbert*
26 *v. Option Care Enterprises, Inc.*, Ventura County Superior Court, Case No. 2023-CU-OE-012240,
27 under the Fair Labor Standards Act, 29 U.S.C. § 216(b), and releasing the Released Claims described
28 in the Settlement Agreement”), will also be deemed to have opted in for purposes of the FLSA, and

1 their Released Claims will include a release of the FLSA claims based on claims alleged, or that could
2 have been alleged based on the factual allegations pled in the operative Complaint or any Amended
3 Complaint in the Action. The amounts to be distributed to the “Qualified Class Members” and “PAGA
4 Settlement Group Members” shall be distributed in a formula as mutually agreed upon by the Parties
5 based on the number of Workweeks or pay periods for which Defendant paid the Class Members and
6 Aggrieved Employees, respectively.

7 57. Objection Procedures. To object to the Settlement Agreement, a Class Member must
8 fax or postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
9 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
10 required by this Settlement Agreement. At no time will any of the Parties or their counsel seek to
11 solicit or otherwise encourage Class Members to submit written objections to the Settlement
12 Agreement or appeal from the order and/or judgment. Class Counsel will not represent Class Members
13 with respect to any such objections to this Settlement. If a Class Member submits both a valid Request
14 for Exclusion and a Notice of Objection, the Notice of Objection shall be void and the Class Member
15 will be deemed to have opted out of membership as a Participating Class Member. Class Members
16 will not be barred from appearing at the final approval hearing if they have not complied with the
17 objection procedures for mailing objections to the Settlement Administrator.

18 58. Certification Reports Regarding Individual Settlement Payment Calculations. The
19 Settlement Administrator will provide Defendant’s counsel and Class Counsel a weekly report that
20 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections
21 to the Settlement, and whether any Class Member has submitted a challenge to any information
22 contained in their Class Notice. Additionally, the Settlement Administrator will provide to counsel
23 for both Parties any updated reports regarding the administration of the Settlement Agreement as
24 needed or requested.

25 59. Distribution Timing of Settlement Payments. Within fifteen (15) calendar days of the
26 Funding of the Gross Fund, the Settlement Administrator will issue payments to: (i) Qualified Class
27 Members and PAGA Settlement Group Members, (ii) the LWDA, (iii) PAGA payments to Class and
28 PAGA Settlement Group Members who opted out of the non-PAGA portions of the Settlement, (iv)

1 Plaintiff, and (v) Class Counsel. The Settlement Administrator will also issue a payment to itself for
2 Court-approved services performed in connection with the Settlement.

3 60. Un-cashed Settlement Checks. The proceeds of any unclaimed funds and/or uncashed
4 checks remaining after 180 days of the check issuance date will be redistributed, if feasible (i.e., the
5 amount for redistribution is less than the cost of administration). If the costs of redistribution are more
6 than the amount to be redistributed, or any unclaimed amounts remain after the redistribution, the
7 Settlement Administrator shall issue a check of the unpaid residue or unclaimed or abandoned Class
8 Members and/or PAGA Settlement Group Member's funds to either a suitable neutral cy pres
9 beneficiary selected by the Parties (*e.g.*, CASA of Ventura County) or, in the event the Court in which
10 approval is sought does not approve a cy pres, the uncashed funds shall be distributed to the Controller
11 of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code
12 section 1500 *et seq.* for the benefit of those Class Members who did not opt out of the Settlement
13 and/or PAGA Settlement Group Members but did not cash their settlement checks until such time that
14 they claim their property and who will remain bound by the Settlement. The Parties agree that this
15 disposition method results in no "unpaid residue" under California Civil Procedure Code § 384 as the
16 entire Net Settlement Amount will be paid out to Qualified Class Members and/or PAGA Settlement
17 Group Members, whether or not they cash their settlement share checks.

18 61. Certification of Completion. Upon completion of administration of the Settlement, the
19 Settlement Administrator will provide a written declaration under oath to certify such completion to
20 the Court and counsel for all Parties. The Settlement Administrator will be solely responsible for
21 preparation of the declaration, and the Settlement Administrator's failure to comply with this
22 requirement will not affect the Settlement's validity.

23 62. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
24 be allocated as follows: (i) twenty percent (20%) of each Individual Settlement Payment will be
25 allocated as wages for which IRS Forms W-2 will be issued and (ii) eighty percent (80%) will be
26 allocated as non-wages (for interest and penalties) for which IRS Forms 1099-MISC will be issued.
27 Each PAGA Settlement Group Member's LWDA Payment will be allocated as non-wages (for alleged
28 interest and penalties) for which IRS Forms 1099-MISC will be issued.

63. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Qualified Class Members, PAGA Settlement Group Members receiving payments from the LWDA Payment, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

64. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. The Settlement will be consideration for the release of taxable claims including claims for wages, as well as non-taxable claims including civil and statutory penalties, liquidated damages, and interest. The amounts paid as consideration for the release of wage-related claims shall be subject to all tax withholdings customarily made from employees' wages and all other authorized and required withholdings and shall be reported by W2 form. The amounts paid as consideration for the release of penalties, liquidated damages and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by 1099 form.

65. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section, the "acknowledging party" and each party to this agreement other than the acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this agreement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as tax advice within the meaning of the United States Treasury Department circular 230 (31 CFR part 10, as amended), (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this agreement, (b) has not entered into this agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed

1 on the acknowledging party, and (3) no attorney or adviser to any other party has imposed any
2 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless
3 of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
4 treatment or tax structure of any transaction, including any transaction contemplated by this
5 agreement.

6 66. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
7 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
8 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
9 of action or right herein released and discharged.

10 67. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
11 approve the Settlement as provided herein, or (ii) the Settlement does not become final for any other
12 reason, then this Settlement, and any documents generated to bring it into effect, will be null and void.
13 Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise
14 be treated as void from the beginning. Furthermore, in the event that 10% or more of the Class
15 Members opt-out of the Settlement, or Class Members who represent more than 10% of the aggregate
16 Workweeks opt-out of the Settlement, then Defendant has in its sole discretion the option to nullify
17 the Settlement which shall thereafter be null and void. The amount of the Gross Fund is deemed a
18 material term and Defendant may revoke the agreement if the Court insists on a change that increases
19 the obligation of Defendant to pay an amount in excess of the Gross Fund. In the event that Defendant
20 exercises its right to nullify the Settlement, Defendant shall be responsible for any and all costs
21 incurred by the Settlement Administrator to date. Changes requested by the Court to the allocation of
22 funds between Class Members and PAGA Settlement Group Members, or changes in the amount of
23 attorneys' fees and costs or enhancement awards to Plaintiff, or changes to the procedures
24 accompanying the administration of the Settlement will not form the basis for any party in the action
25 to revoke this Settlement.

26 68. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
27 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order
28 for: (i) conditional certification of the Settlement Class for settlement purposes only; (ii) preliminary

1 approval of the proposed Settlement Agreement; (iii) setting a date for a Final Approval/Settlement
2 Fairness Hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all
3 Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff
4 will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include
5 the proposed Class Notice, which is attached as **Exhibit A**. Class Counsel will be responsible for
6 drafting all documents necessary to obtain preliminary approval, but Defendant will have the right to
7 review the drafts prior to filing.

8 69. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
9 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
10 Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
11 Final Approval of the Settlement Agreement along with the amounts properly payable for: (i)
12 Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payments; (iii) Individual
13 Settlement Payments; (iv) the LWDA Payment; and (v) all Settlement Administration Costs. The
14 Final Approval/Settlement Fairness Hearing will not be held earlier than fifteen (15) calendar days
15 after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary
16 to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and
17 costs application to be heard at the final approval hearing, but Defendant's counsel will have the right
18 to review the drafts.

19 70. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
20 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment
21 to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction
22 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement;
23 (ii) Settlement administration matters; and (iii) such post-Judgment matters as may be appropriate
24 under court rules or as set forth in this Settlement Agreement.

25 71. Release by Plaintiff. Upon the Effective Date, in addition to the claims being released
26 by all Qualified Class Members, Plaintiff will release and forever discharge the Released Parties, to
27 the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
28 not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution

1 of this Settlement Agreement, including Plaintiff's individual PAGA claims.

2 (a) As to the Plaintiff's Released Claims, the Plaintiff, understanding the
3 significance of this waiver, waives all rights and benefits afforded by Section 1542 of the Civil Code
4 of the State of California, which states:

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

10 72. Release by Aggrieved Employees. In light of the binding nature of a PAGA judgment
11 on non-party employees pursuant to *Arias v. Superior Court of San Joaquin County (Dairy)*, 46 Cal.4th
12 969 (2009), and *Cardenas v. McLane Foodservice, Inc.*, 2011 WL 379413 at *3 (C.D. Cal. Jan. 31,
13 2011), subject to Defendant's full payment of the Gross Fund and all employer side payroll taxes due
14 hereunder, all Aggrieved Employees, including those who exclude themselves from the Class, shall
15 have released all Released PAGA Claims.

16 73. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
17 the terms set forth in any attached exhibits, which are incorporated by this reference as though fully
18 set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

19 74. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
20 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
21 may be deemed binding on the Parties, and no Party is relying on any representation not contained in
22 agreement.

23 75. Amendment or Modification. No amendment, change, or modification to this
24 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

25 76. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
26 represent they are expressly authorized by Parties whom they represent to negotiate this Settlement
27 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
28 to this Settlement Agreement to effectuate its terms and to execute any other documents required to

1 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
2 each other and use their best efforts to effect the implementation of the Settlement. Any dispute
3 between the parties in preparing the Settlement Agreement shall be presented to Gig Kyriacou, Esq.
4 or another mutually agreeable mediator, for attempted resolution prior to seeking judicial intervention.
5 The Parties will split the costs of the mediator for any such time incurred by the mediator in reaching
6 such resolution and all Parties will bear their own attorneys' fees and other costs and expenses
7 incurred.

8 77. Binding on Successors and Assigns. This Settlement Agreement will be binding upon
9 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10 78. California Law Governs. All substantive terms of this Settlement Agreement and
11 exhibits hereto will be governed by and interpreted according to the laws of the State of California,
12 except to the extent Federal law applies.

13 79. Execution and Counterparts. This Settlement Agreement is subject only to the
14 execution of all Parties. However, the Settlement Agreement may be executed in one or more
15 counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign),
16 facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

17 80. Acknowledgement the Settlement Is Fair and Reasonable. The Parties believe this
18 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
19 this Settlement after arm's length negotiations with the assistance of an experienced wage/hour
20 mediator and in the context of adversarial litigation, taking into account all relevant factors, present
21 and potential. The Parties further acknowledge that they are each represented by competent counsel
22 and that they have had an opportunity to consult with their counsel regarding the fairness and
23 reasonableness of this Settlement.

24 81. Invalidity of Any Provision. Before declaring any provision of this Settlement
25 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
26 possible consistent with applicable precedents so as to define all provisions of this Settlement
27 Agreement as valid and enforceable.

28 82. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class

1 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may
2 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
3 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

4 83. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
5 to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is
6 not approved, the stipulation to certification will be void. The Parties further agree that certification
7 for purposes of the Settlement is not an admission that class action certification is proper under the
8 standards applied to contested certification motions and that this Settlement Agreement will not be
9 admissible in this or any other proceeding as evidence that either (i) a class action should be certified,
10 or (ii) Defendant is liable to Plaintiff or any Class Member or any other person or entity, other than
11 according to the Settlement's terms.

12 84. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
13 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
14 In entering into this Settlement, Defendant does not admit, and specifically denies, that Defendant
15 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant
16 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;
17 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other
18 unlawful conduct with respect to its employees or anyone else. Neither this Settlement Agreement,
19 nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as
20 an admission or concession by Defendant of any such violations or failures to comply with any
21 applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this
22 Settlement Agreement and its terms and provisions will not be offered or received as evidence in any
23 action or proceeding to establish any liability or admission on the part of Defendant or to establish the
24 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
25 or other applicable law.

26 85. Injunction Against Duplicative Claims. Upon Preliminary Approval of the Settlement
27 Agreement, and only to the extent permissible by law, all Qualified Class Members shall be enjoined
28 from filing, joining, or becoming a party, member or representative in any actions, claims, complaints,

1 or proceedings in any state or federal court on an individual, representative, collective or class action
2 basis, or with the California Department of Industrial Relations' Division of Labor Standards
3 Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any
4 other proceedings, regarding any of the Released Claims by Class Members and PAGA Settlement
5 Group Members defined above. Any related pending actions, claims, complaints, or proceedings in
6 any state or federal court or with the DLSE or DOL, shall be stayed until the Class Members and/or
7 the PAGA Settlement Group Members have had an opportunity to decide to participate, object or file
8 a request for exclusion from this Settlement.

9 86. Confidentiality Prior to Preliminary Approval; No Public Comment. The terms of this
10 settlement shall be kept confidential until a motion for preliminary approval has been filed, following
11 the execution of this joint stipulation of settlement. Notwithstanding, Class Counsel agrees not to
12 contact the media regarding the settlement, and if contacted by the media will direct the media to the
13 public filings in this case. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree
14 not to, directly or indirectly, initiate any conversation or other communication, with third party
15 regarding this Stipulation or the matters giving rise to this Stipulation except to respond only that "the
16 matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel from
17 communicating with the LWDA or the mediator(s) used in this matter for effectuating the Settlement.
18 Following the filing of the Motion for Preliminary Approval, the Parties understand and agree that
19 there may be media coverage of the Settlement not initiated by Plaintiff or Defendant, directly or
20 indirectly, as a result of the public filings. Notwithstanding the foregoing, Plaintiff, Defendant, and
21 their respective counsel agree that no Party shall issue any press release to the news media, nor shall
22 any Party disclose any non-public information regarding this settlement in their marketing materials
23 or firm websites, nor shall any Party communicate in any way with news media concerning the
24 settlement of the Action. This provision shall not apply to or limit the public filing of motions or other
25 case materials in the Action related to seeking and obtaining Court approval of the proposed Settlement
26 Agreement, the fees and costs of Class Counsel, the Class/PAGA Representative Enhancement
27 Payment to the Class Representative, and the other relief set forth in this Settlement Agreement. This
28 provision shall not prohibit Class Counsel from listing this Action by name in support of motions for

1 appointments as class counsel, certification, attorneys' fees and costs, or the like, or from providing
2 informational material for Class Members (such as the publicly-available court filings or docket
3 information).

4 87. Encouragement of Class Members. The Parties to this Agreement and the counsel
5 representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any
6 Class Member to exclude himself or herself from this Settlement (opt out) or to object to it. However,
7 Class Counsel and Defendant may respond to inquiries from Class Members. Class Counsel and
8 Defendant's counsel represent, through their signatures below, that they have not taken any action
9 prior to signing this Agreement that would encourage any Class Member to exclude himself or herself
10 from this Settlement, or to object to it. Class Counsel represents and warrants that at the time of
11 signing this Agreement, it has no clients or prospective clients who are potential plaintiffs with
12 potential or actual causes of action against Defendant.

13 88. Waiver. No waiver of any condition or covenant contained in this Settlement
14 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
15 imply or constitute a further waiver by such Party of the same or any other condition, covenant, right
16 or remedy.

17 89. Enforcement of Actions. In the event that one or more of the Parties institutes any legal
18 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
19 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
20 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
21 including expert witness fees incurred in connection with any enforcement actions.

22 90. Mutual Preparation. The Parties have had an opportunity to negotiate the terms and
23 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
24 construed more strictly against one party than another merely by virtue of the fact that it may have
25 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
26 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
27 Agreement.

28 91. Representation by Counsel. The Parties acknowledge that they have been represented

1 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
2 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
3 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

4 92. All Terms Subject to Final Court Approval. All amounts and procedures described in
5 this Settlement Agreement will be subject to final Court approval.

6 93. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
7 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
8 Settlement Agreement.

9 94. Binding Agreement. The Parties warrant that they understand and have full authority
10 to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
11 enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in
12 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
13 might apply under federal or state law.

14 DATED: 09 / 10 / 2025



CYNTHIA GILBERT
Plaintiff/Class Representative

16
17 DATED: _____

OPTION CARE ENTERPRISES, INC.
Defendant
By: Stacey Mahone
Its: SVP, Chief Compliance Officer

20 **APPROVED AS TO FORM**

21
22 DATED: 9/10/25

PALAY HEFELFINGER, APC



DANIEL J. PALAY
BRIAN D. HEFELFINGER
Attorneys for Plaintiff
CYNTHIA GILBERT

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DATED: _____

CYNTHIA GILBERT
Plaintiff/Class Representative

DATED: 9/19/25 _____

Michael Bavaro

OPTION CARE ENTERPRISES, INC.
Defendant
By: Michael Bavaro
Its: Chief Human Resources Officer

APPROVED AS TO FORM

DATED: _____

PALAY HEFELFINGER, APC

DANIEL J. PALAY
BRIAN D. HEFELFINGER
Attorneys for Plaintiff
CYNTHIA GILBERT

1 DATED: Sep. 22, 2025

LITTLER MENDELSON P.C.

2 

3 CHAD D. GREESON
4 SHIRLEY SHU
5 HELEN BRAGINSKY
Attorneys for Defendant
6 OPTION CARE ENTERPRISES, INC.

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