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13

14 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
15 **SUPERIOR COURT OF SONOMA COUNTY**  
16

17 MONIQUE LEWIS, on behalf of herself and  
18 others similarly situated,

19 Plaintiff,

20 v.

21  
22  
23 RAPID ACTION, LLC; and DOES 1-20,  
inclusive,

24 Defendants.  
25

Case No: SCV-266736  
Assigned for All Purposes to Hon. Gary  
Nadler; Dept. 19

**CLASS ACTION**

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

Action Filed: July 17, 2020  
Trial Date: None Set

26  
27 Subject to final approval by the Court, which counsel and parties agree to pursue and  
28 recommend in good faith, Plaintiff Monique Lewis individually and on behalf of all employees

1 similarly situated, on the one hand (“Named Plaintiff”), and Defendant Rapid Action, LLC  
2 (“Defendant”) hereby agree to the following binding non-reversionary settlement of the class  
3 action case of *Monique Lewis v. Rapid Action, LLC*, Sonoma County Superior Court Case No.  
4 SCV-266736.

5 **I. DEFINITIONS**

6 As used herein, the following terms are defined as:

7 1. “Action” means, and refers to, the case captioned *Monique Lewis v. Rapid Action,*  
8 *LLC*, Sonoma County Superior Court Case No. SCV-266736.

9 2. “Agreement,” “Settlement,” “Settlement Agreement,” or “Stipulation” mean, and  
10 refer to, this Joint Stipulation of Class Action and PAGA Settlement.

11 3. “Aggregate Pay Period Number” means, and refers to, the sum of all of the  
12 Participating Class Members’ Total Pay Periods which will be used to calculate the Pay Period  
13 Settlement Amounts to be used to calculate Participating Class Members’ Individual Settlement  
14 Payments, as set forth infra in Section III, Paragraph 12.

15 4. “Attorneys’ Fees and Cost Award” means, and refers to, the amount authorized by  
16 the Court to be paid to Class Counsel for the services they have rendered and expenses they have  
17 incurred in prosecuting the Action. As set forth infra in Section III, Paragraph 8, Class Counsel  
18 shall request, and Defendant will not oppose, an award of attorneys’ fees of up to One Hundred  
19 Sixty-Six Thousand and Six Hundred Fifty Dollars (\$166,650.00) (or one-third of the Total  
20 Maximum Settlement Fund) and a Cost Award not to exceed \$15,000.00. The Attorneys’ Fees  
21 and Cost Award shall come out of the Total Maximum Settlement Fund and will not increase the  
22 amount of the Total Maximum Settlement Fund. Class Counsel will be issued IRS Form 1099 for  
23 the Attorneys’ Fees and Cost Award.

24 5. “Claims” means, and refers to, all allegations of wrongful conduct which were or  
25 could have been asserted in this Action, including allegations that Defendant failed to provide  
26 meal periods; failed to authorize and permit rest breaks; failed to pay straight time compensation;  
27 failed to pay overtime compensation; failed to provide itemized wage statements; failed to keep  
28

1 accurate payroll records; failed to pay waiting time penalties; failed to pay wages upon  
2 termination; unfair business practices; failed to reimburse business expenses and associated  
3 penalties. In addition, “Claims” also means and refers to claims for any and all penalties pursuant  
4 to the Private Attorneys General Act of 2004, Labor Code §2698, et seq., alleged in or arising out  
5 of the aforementioned claims, and/or claims that are or could have been asserted based on the facts  
6 alleged in the Action.

7 6. “Settlement Administrator” means, and refers to, Phoenix Class Action Settlement  
8 Administration Solutions, or another settlement administration provider upon which the Named  
9 Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel mutually agree.

10 7. “Settlement Administration Costs” means, and refers to, the amount that will be  
11 paid to the Settlement Administrator, and includes all costs incurred in administering the  
12 Settlement, which will be paid from the Total Maximum Settlement Fund, as defined in Section I,  
13 Paragraph 40, infra. The Parties agree to work in good faith to minimize, as much as possible, the  
14 Settlement Administration Costs, and have allocated no more than \$10,000 towards the Settlement  
15 Administrator’s fees and costs. Defendant will not object to any application for approval of the  
16 Settlement Administration Costs, provided the Settlement Administration Costs are paid out of the  
17 Total Maximum Settlement Fund and will not increase the Total Maximum Settlement Fund.

18 8. “Class” and “Class Member” mean, and refer to, a member of the class conditionally  
19 certified for settlement purposes only during the applicable Settlement Period, consisting of all current  
20 and former non-exempt employees of Defendant who worked at any facility engaged in a trade dispute  
21 in California at any time during the Settlement Period.

22 9. “Class Counsel” and “Plaintiff’s Counsel” means and refers to Ashkan Shakouri of  
23 Shakouri Law Firm.

24 10. “Class List and Data Report” means a list of current and former non-exempt employees  
25 that Defendant will diligently and in good faith compile from its internal employee information database  
26 and provide to the Settlement Administrator within fifteen (15) days after Preliminary Approval of this  
27 Settlement. The Class List and Data Report shall be in Microsoft Office Excel format, and shall include  
28 each Class Member’s full name; employee ID while employed with Defendant (if applicable); the Total

1 Pay Periods worked by each class member as a non-exempt employee in California during the Settlement  
2 Period; any other relevant information needed to calculate settlement payments; last known home address;  
3 and Social Security number. Because Social Security numbers are included in the list, the Settlement  
4 Administrator will maintain the list in confidence, and shall only access and use the list to administer the  
5 settlement in conformity with the Court’s orders.

6 11. “Complaint” means, and refers to the operative complaint filed by the Named  
7 Plaintiff in this Action titled *Monique Lewis v. Rapid Action, LLC*, Sonoma County Superior Court  
8 Case No. SCV-266736.

9 12. “Court” means, and refers to, the Superior Court of the State of California for the  
10 County of Sonoma.

11 13. “Defendant” means, and refers to Rapid Action, LLC.

12 14. “Defendant’s Counsel” or “Defense Counsel” means Rachel Lee, Esq. and  
13 Kimberly Whang, Esq. of Lewis Brisbois Bisgaard & Smith, LLP.

14 15. “Effective Date” means the following: (a) if no one objects to the settlement, then  
15 the Effective Date will be the date on which the Court enters a Final Approval Order and  
16 Judgment following a Final Fairness and Approval hearing; (b) if a Class Member timely objects  
17 to the settlement, and if an appeal, review, or writ is not sought from the Final Order and  
18 Judgment, then the Effective Date will be sixty-one (61) days after service of the Final Order and  
19 Judgment by Plaintiff on Defendant and any Objectors; or (c) if a Class Member timely objects to  
20 the settlement, and if an appeal, review or writ is sought from the Final Order and Judgment, then  
21 all of Defendant’s remaining obligations under this Agreement will be stayed until the day after  
22 the Judgment is affirmed, or the appeal or writ is dismissed, withdrawn or denied (or the time for  
23 filing an appeal or writ expires) which day will then be the Effective Date.

24 16. “Excluded Class Members” means, and refers to, all Class Members who timely  
25 and validly submit a written request to be excluded from the Class on or before the  
26 Objection/Exclusion Deadline Date, as defined in Section I, Paragraph 27, *infra*.

27 17. “Final Approval” means, and refers to, the Court’s entry of an order granting final  
28 approval of the Settlement.

1           18.     “Final Approval Date” means, and refers to, the date on which the Court’s Final  
2 Approval Order is entered.

3           19.     “Final Approval Hearing/Settlement Fairness Hearing” means, and refers to, the  
4 hearing at which the Court considers whether to approve the Settlement and to enter the Final  
5 Approval Order.

6           20.     “Final Approval Order” means, and refers to, the Court’s Final Order on Final  
7 Approval and Judgment, which shall be proposed in a form to be agreed upon by the Parties prior  
8 to the hearing on the Motion for Final Approval.

9           21.     “FLSA Settlement Class Member” means, and refers to, a Class Member who  
10 timely cashes his or her Individual Settlement Payment check, and thereby will be deemed to have  
11 opted into the action for purposes of the Fair Labor Standards Act, and thereby waived and  
12 released any claims such FLSA Settlement Class Members may have under the Fair Labor  
13 Standards Act, 29 U.S.C. §§ 201, et seq. Only those Class Members who timely cash their  
14 settlement check will be deemed to have opted into the action for purposes of the Fair Labor  
15 Standards Act and thereby released and waived any of their claims under the Fair Labor Standards  
16 Act arising during the Settlement Period relating to the alleged claims.

17           22.     “General Release” means, and refers to, the release in which the Named Plaintiff,  
18 in her individual capacity and with respect to her individual claims only, and in exchange for her  
19 Service Award, agrees to release the Released Parties from all claims, demands, rights, liabilities  
20 and causes of action of every nature and description whatsoever, known or unknown, asserted or  
21 that might have been asserted, whether in tort, contract, or for violation of any collective  
22 bargaining agreement, and/or any state or federal statute, rule or regulation arising out of, relating  
23 to, or in connection with any act or omission by or on the part of any of the Released Parties  
24 committed or omitted during the Settlement Period Date, including a waiver of Civil Code §1542.  
25 Civil Code section 1542 reads as follows:

26           **Section 1542. [General Release – Claims Extinguished.] A general release does not**  
27           **extend to claims that the creditor or releasing party does not know or suspect to exist**  
28           **in his or her favor at the time of executing the release and that, if known by him or**

1           **her, would have materially affected his or her settlement with the debtor or released**  
2           **party.**

3           23.     “Individual Settlement Payment” means, and refers to, the amount to be paid to  
4 each individual Participating Class Member from the Net Settlement Amount. The estimated  
5 Individual Settlement amount shall be indicated on the Notice. Individual Settlement Payment for  
6 each individual Participating Class Member will result from the calculations set forth in Section  
7 III, paragraph 12, *infra*, less all applicable state and federal withholding taxes, including FICA,  
8 FUTA and SDI contributions and any other applicable payroll deductions required by law as a  
9 result of the payment of the amount allocated to such Participating Class Members under the terms  
10 of this Stipulation.

11           24.     “Named Plaintiff” means Monique Lewis.

12           25.     “Net Settlement Amount” or “NSA” means, and refers to, the funds available to be  
13 distributed to Participating Class Members from the Total Maximum Settlement Fund after  
14 payment of any Attorneys’ Fees and Cost Awards, Service Awards, Settlement Administration  
15 Costs, and after Seventy Five Percent (75%) of the Fifteen Thousand Dollars (\$15,000.00)  
16 allocated to PAGA is paid to the California Labor Workforce Development Agency (“LWDA”),  
17 which equates to Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00).

18           26.     “Notice” or “Notice Packet” means, and refers to, the “Notice of Class Action  
19 Settlement” that the Court directs to be sent via regular mail to all Class Members (substantially in  
20 the forms annexed hereto as Exhibit 1).

21           27.     “Objection/Exclusion Deadline” means, and refers to, the date no later than forty-  
22 five (45) calendar after the date the Notice Packets are mailed (judged by the postmark date) to  
23 Class Members by the Settlement Administrator, on or before which a Class Member may (1)  
24 validly submit a Notice of Objection, (2) submit a Request for Exclusion, or (3) challenge with  
25 documentary evidence his or her Total Pay Periods, with an additional fifteen (15) days for re-  
26 mailed notices.

27           28.     “PAGA Payment” means, and refers to Fifteen Thousand Dollars (\$15,000.00) of  
28 the Total Maximum Settlement Fund, which constitutes penalties pursuant to California’s Private

1 Attorneys General Act of 2004 (California Labor Code § 2699 et seq., or “PAGA,”) and pursuant  
2 to Labor Code Section 2699(i), it will be distributed as follows: 25% to the Participating Class  
3 Members and 75% to the California Labor and Workforce Development Agency which equates to  
4 Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00). The 25% portion of the PAGA  
5 Payment that shall be paid to the Class Members shall remain within the Net Settlement Amount  
6 so that it is available to be included within the calculation of the Class Members’ Individual  
7 Settlement Payments. Class Members will receive payment from the employee portion of the  
8 PAGA Payment regardless of their decision to participate in the class action if the PAGA Payment  
9 is approved by the Court.

10         29.     “PAGA Period” means the period from July 14, 2019 to Preliminary Approval of  
11 Class Action and PAGA Settlement. All Class Members worked during the PAGA Period.

12         29.     “Participating Class Member” means, and refers to, any and all Class Members  
13 who are not Excluded Class Members.

14         30.     “Parties” means, and refers to, Defendant, the Named Plaintiff, and the  
15 Participating Class Members.

16         31.     “Preliminary Approval Order” means, and refers to, the Order issued by the Court  
17 preliminarily approving the terms of the Settlement set forth in this Stipulation, in a form to be  
18 agreed upon by the Parties prior to the hearing on the Motion for Preliminary Approval  
19 (substantially in the form annexed hereto as Exhibit 2).

20         32.     “Preliminary Approval Date” means, and refers to, the date that the Court enters  
21 the Preliminary Approval Order.

22         33.     “Preliminary Approval Hearing” means, and refers to, the hearing on Named  
23 Plaintiff’s Motion for Preliminary Approval, as discussed in Section III, Paragraph 10, *infra*.

24         34.     “Qualified Settlement Fund” means, and refers to, the fund to be established by the  
25 Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1 into which  
26 Defendant will deposit the Total Maximum Settlement Fund within thirty (30) days following the  
27 Effective Date.

28

1           35.     “Released Claims” means all claims, rights, demands, damages, liabilities and  
2 causes of action, whether known or unknown, contingent or vested, in law or in equity, arising at  
3 any time during the Settlement Period for unpaid wages or other compensation, and/or related  
4 penalties, interest, costs, attorneys’ fees, and/or injunctive or other equitable remedies, allegedly  
5 owed or available, against Defendant, TotalMed Staffing Inc., Providence Saint Joseph Eureka,  
6 Petaluma Valley Hospital, Queen of the Valley, Redwood Memorial Hospital, St. Joseph’s  
7 Hospital, and Santa Rosa Memorial Hospital and their respective former, current and future parent  
8 companies, subsidiaries, affiliates, shareholders, members, principals, heirs, joint employers,  
9 representatives, auditors, consultants, agents (including, without limitation, any investment  
10 bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers,  
11 directors and employees), predecessors, successors, investors, and assigns, fiduciaries, trustees,  
12 and company-sponsored employee benefit plans allegedly owed or available, arising out of, or  
13 related to the claims, allegations and operative facts asserted in the operative complaint, or which  
14 could have been asserted in the Action based on the alleged facts in the operative complaint,  
15 including: (1) failure to pay for all hours worked in violation of the California Labor Code; (2)  
16 failure to pay overtime; (3) failure to pay minimum wage; (4) failure to authorize and/or permit  
17 meal breaks; (5) failure to authorize and/or permit rest breaks; (6) failure to reimburse for  
18 business-related expenditures; (7) failure to furnish accurate wage statements; (8) waiting time  
19 penalties; (9) Unfair Business Practices in Violation of Business and Professions Code section  
20 17200, et. seq.; (10) all claims under California Labor Code section 2699 (Private Attorneys  
21 General Act) or for civil penalties that could have been premised on exhaustion letters filed with  
22 the LWDA by Plaintiff, and violation of or liability under California Labor Code sections 201,  
23 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1199,  
24 the relevant Wage Orders issued by the Industrial Welfare Commission, any and all claims for  
25 2802, 2698, et. seq., California Business & Professions Code section 17200 *et seq.*, based on the  
26 alleged labor code sections, the relevant Wage Orders issued by the Industrial Welfare  
27 Commission, any and all claims for attorneys’ fees and costs, and/or California Code of Civil  
28 Procedure section 1021 arising therefrom.

4835-9762-3290.1

**JOINT STIPULATION RE: CLASS ACTION SETTLEMENT**



1           Additionally, any Participating Class Member who cashes his or her settlement check (and,  
2 in so doing, becomes a FLSA Settlement Class Member) will be deemed to have opted into the  
3 action for purposes of the Fair Labor Standards Act and, as to those FLSA Settlement Class  
4 Members, the Released Claims include any and all claims the FLSA Settlement Class Members  
5 may have under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. arising during the  
6 Settlement Period relating to the alleged claims. Only those Participating Class Members who  
7 cash their settlement check will be deemed to have opted into the action for purposes of the Fair  
8 Labor Standards Act and thereby released and waived any of their claims under the Fair Labor  
9 Standards Act relating to the alleged claims. The Parties agree to add FLSA release language on  
10 the back of each settlement check that states by endorsing/signing the check, the putative class  
11 member is opting in and releasing any claims under the FLSA arising during the Settlement  
12 Period. The Participating Class Members' Individual Settlement Payment checks will include the  
13 following language: 'By endorsing and cashing this check, I am hereby opting into the FLSA  
14 Settlement Class and agree and acknowledge that by doing so the claims that I am releasing will  
15 also include any claims that I may have under the Fair Labor Standards Act, 29 U.S.C. §§201, *et*  
16 *seq.* related to the claims alleged in this action as set forth more fully in the Notice. If the  
17 Participating Class Member does not cash or endorse his/her Individual Settlement Payment  
18 Check he/she has not opted into the Action for purposes of the FLSA.

19           Since all Class Members worked during the PAGA Period, they shall all release their  
20 claims arising under PAGA regardless of their decision to participate in the Settlement. These  
21 releases shall run through the date of Preliminary Approval. With respect to Participating Class  
22 Members (excluding Named Plaintiff), all other claims, including claims for vested benefits,  
23 wrongful termination, unemployment insurance, disability, social security, workers'  
24 compensation, and class claims outside of the Settlement Period and PAGA claims outside of the  
25 PAGA Period, shall not be released.

26           In addition to the Released Claims, the Named Plaintiff shall execute a General Release.

27           36. "Released Parties" means, and refers to, Defendant Rapid Action, LLC dba  
28 RapidStaff, TotalMed Staffing Inc., Providence Saint Joseph Eureka, Petaluma Valley Hospital,

4835-9762-3290.1

**JOINT STIPULATION RE: CLASS ACTION SETTLEMENT**

1 Queen of the Valley, Redwood Memorial Hospital, St. Joseph’s Hospital, and Santa Rosa  
2 Memorial Hospital and their respective former, current and future parent companies, subsidiaries,  
3 affiliates, shareholders, members, principals, heirs, joint employers, representatives, auditors,  
4 consultants, agents (including, without limitation, any investment bankers, accountants, insurers,  
5 reinsurers, attorneys and any past, present or future officers, directors and employees).  
6 predecessors, successors, investors, and assigns, fiduciaries, trustees, and company-sponsored  
7 employee benefit plans.

8           37.     “Service Award” means, and refers to, the amount that the Court authorizes to be  
9 paid to the Named Plaintiff over and above her Individual Settlement Payment, in recognition of  
10 her efforts in assisting with the prosecution of the Action on behalf of the Class Members and in  
11 return for executing a General Release of all Claims against Released Parties. Named Plaintiff  
12 will request, and Defendant will not oppose, a Service Award up to Ten Thousand Dollars  
13 (\$10,000.00). Named Plaintiff will be issued an IRS Form 1099 in connection with her Service  
14 Award.

15           38.     “Settlement Period” means, and refers to, the period from July 17, 2016 through  
16 the date of the signed Court order granting preliminary approval of Class Action Settlement or the  
17 date on which the number of Class Members reaches 336. Defendant represents that  
18 approximately 320 Class Members comprise this Class for purposes of this Settlement. Should the  
19 size of the Class increase by more than five percent (5%) of the total estimate stated herein prior to  
20 obtaining preliminary approval, then Defendant may either choose to (1) cut off the end date for  
21 the Released Claims as of the date on which the number of Class Members reaches 336 or the date  
22 on which the Court grants preliminary approval or (2) increase the Total Maximum Settlement  
23 Fund on a proportional basis equal to the percentage increase in class size above the five percent  
24 (i.e., if there is a 6% increase in the number Class Members during the Settlement Period,  
25 Defendant will agree to increase the Total Maximum Settlement Fund by 1%).

26           39.     “Settlement Award” means, and refers to, total portion of the Net Settlement  
27 Amount payable to each Class Member after deduction of all applicable state and federal  
28 employment withholding taxes, FICA and FUTA contributions and any other applicable payroll

1 deductions required by law.

2 40. "Total Maximum Settlement Fund" means, and refers to, the total amount that  
3 Defendant will be required to pay by this Stipulation. The Total Maximum Settlement Fund  
4 consists of the Attorneys' Fees and Costs Award, the Service Award, the Settlement  
5 Administration Costs, the PAGA Payment and the Net Settlement Amount. The Total Maximum  
6 Settlement Fund is equal to, and shall not exceed, Five Hundred Thousand Dollars (\$500,000.00),  
7 except as described in subparagraph (a) immediately below. The Parties further agree, covenant,  
8 and represent that Defendant shall be required to pay only the Total Maximum Settlement Fund of  
9 Five Hundred Thousand Dollars (\$500,000.00) in addition to the employer's share of payroll  
10 taxes, as described further herein below.

11 41. "Total Pay Periods" means, and refers to, the sum of all the verified Pay Periods a  
12 Class Member worked during the Settlement Period. For purposes of payment, a pay period of  
13 employment shall be defined as any regular pay period in which the Class Member worked.

14 42. "Pay Period Settlement Amount" means, and refers to, the amount to be paid to  
15 Participating Class Members for each Class Member Pay Period. The Pay Period Settlement  
16 Amount is the dollar amount resulting from the Net Settlement Amount being divided by the  
17 Aggregate Pay Period Number. The estimated Pay Period Settlement Amount shall be indicated  
18 on the Notice.

19 43. "Pay Period" is any Pay Period during the Settlement Period in which a Class  
20 Member worked.

21 **II. RECITALS**

22 This Stipulation is made by the Named Plaintiff on behalf of herself and each of the other  
23 Class Members, on the one hand, and the Defendant, on the other hand, in this Action, and is  
24 subject to the approval of the Court.

25 **A. PROCEDURAL HISTORY**

26 1. The original Action was filed by Plaintiff Monique Lewis in the Sonoma  
27 County Superior Court on July 17, 2020, Case No. SCV-266736 alleging the following: (1) failure  
28 to pay for all hours worked; (2) failure to pay overtime; (3) failure to pay minimum wage; (4)

1 failure to authorize and/or permit meal breaks; (5) failure to authorize and/or permit rest breaks;  
2 (6) failure to reimburse for business-related expenditures; (7) failure to furnish accurate wage  
3 statements; (8) waiting time penalties; (9) Unfair Business Practices in Violation of Business and  
4 Professions Code section 17200, *et. seq.*; and (10) Penalties under the California Private Attorneys  
5 General Act of 2004 pursuant to Labor Code section 2698, *et. seq.* (the “Action”). The Action  
6 seeks recovery of alleged unpaid wages, penalties, interest, and attorneys’ fees and costs.

7           2.       On or about June 17, 2021, The Parties participated in a private mediation  
8 with Hon. Michael Marcus (Ret.) and subsequently reached an agreement regarding the material  
9 terms for a proposed class action settlement, as reflected in this Agreement that fully resolves the  
10 Action. A memorandum of understanding regarding settlement was fully executed by the Parties  
11 on or about June 21, 2021.

12           **B.       CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

13           At or about the time that the Named Plaintiff files her motion for preliminary approval of  
14 this Settlement Agreement, the Named Plaintiff shall request certification of the Class as defined  
15 in Section I, Paragraph 8, *supra*, for settlement purposes only.

16           1.       Limitation on Effect of Certification. The certification of the Class – for  
17 settlement purposes only – shall not constitute, in this or any other proceeding, an admission of  
18 any kind by Defendant, including without limitation, that certification of a class or collective  
19 action for trial purposes is appropriate or proper or that Named Plaintiff could establish any of the  
20 requisite elements for class or collective treatment of any of the claims in the Action. In the event  
21 that the Settlement is not finally approved, or the Settlement is otherwise terminated or rendered  
22 null and void, the certification of the Class shall be automatically vacated and shall not constitute  
23 evidence or a binding determination that the requirements for certification of a class or collective  
24 action for trial purposes in this Action or in any other actions are satisfied. In such circumstances,  
25 Defendant expressly reserves all rights to challenge the Class certification for any purpose other  
26 than settlement purposes in this Action or in any other action on all available grounds as if no  
27 class had been certified for settlement purposes in the Action, and no reference to the prior  
28 certification of this class, or any documents related thereto, shall be made for any purpose.

1 Additionally, the Parties stipulate that to further the certification, and for no other purpose or  
2 effect, the Named Plaintiff is typical of other Class Members and can represent the Class.

3 **C. INVESTIGATION IN THE CLASS ACTION**

4 The Parties have conducted significant investigation of the facts and law during the  
5 prosecution of this Action. Discovery and investigation included: the production of documents by  
6 both sides as part of informal discovery, including Defendant’s employee handbooks, policies and  
7 procedures regarding the payment of wages, time keeping, overtime, meal and rest periods and the  
8 production of a sampling of detailed voluminous class-wide payroll and time punch data by  
9 Defendant in response to informal requests for information for the purpose of mediation,  
10 numerous conferences between representatives of the Parties and a full day-long mediation session  
11 with Hon. Michael Marcus (Ret.), an experienced mediator of wage-and-hour class actions. The  
12 mediation session with Judge Marcus occurred on June 17, 2021.

13 **D. BENEFITS OF SETTLEMENT TO CLASS MEMBERS**

14 Named Plaintiff and Class Counsel recognize the expense and length of continued  
15 proceedings necessary to litigate their disputes through trial and through any possible appeals.  
16 Named Plaintiff has also taken into account the uncertainty and risk of the outcome of further  
17 litigation, and the difficulties and delays inherent in such litigation. Named Plaintiff and Class  
18 Counsel are also aware of the burdens of proof necessary to establish liability for the claims  
19 asserted in the Action, both generally and in response to Defendant’s defenses thereto (many of  
20 which have been shared at the mediation and in settlement discussions). Named Plaintiff and  
21 Class Counsel have also taken into account the extensive settlement negotiations conducted.  
22 Named Plaintiff and Class Counsel have also taken into account Defendant’s agreement to enter  
23 into a settlement that confers substantial relief upon the Class Members. Based on the foregoing,  
24 Named Plaintiff and Class Counsel have determined that the Settlement set forth in this  
25 Agreement is a fair, adequate and a reasonable settlement, and is in the best interests of the Class  
26 Members.

27 **E. DEFENDANT’S REASONS FOR SETTLEMENT**

28 Defendant has concluded that any further defense of this litigation would be protracted and

1 expensive for all Parties. Substantial amounts of Defendant’s time, energy and resources have  
2 been and, unless this Settlement is made, will continue to be devoted to the defense of the Claims  
3 asserted by the Class. Defendant has also taken into account the risks of further litigation in  
4 reaching its decision to enter into this Settlement. Defendant has, therefore, agreed to settle in the  
5 manner and upon the terms set forth in this Agreement to put to rest the Claims as set forth in the  
6 Action.

7 **F. DEFENDANT’S DENIALS OF WRONGDOING**

8 Defendant does not admit any wrongdoing and contends that it fully complied with the law  
9 at all times in all respects. This Agreement shall not constitute an admission on behalf of  
10 Defendant of any form of liability of accuracy of any allegation made by Plaintiff or Class  
11 Counsel. Whether the Settlement is finally approved, neither this Settlement, nor any terms,  
12 document, statement, proceeding or conduct related to settlement, nor any reports or accounts  
13 thereof, shall in any event be (a) Construed as, offered or admitted in evidence as, received as, or  
14 deemed to be evidence for any purpose, including, but not limited to, evidence of a presumption,  
15 concession, indication, or admission by Defendant of any fault, wrongdoing, liability and/or  
16 unlawful activity whatsoever or any effort to certify a class or collective action; or (b) Disclosed,  
17 referred to, or offered or received in evidence, in any further proceeding in this action, or any other  
18 civil, criminal or administrative action or proceeding except for purposes of settling this Action or  
19 enforcing this Settlement, or as a defense to any claims released by the Settlement. Payment of  
20 wages does not extend or alter the Class Members’ period of employment for any purpose.

21 **G. NAMED PLAINTIFF’S CLAIMS**

22 Named Plaintiff has claimed and continues to claim that the Released Claims have merit  
23 and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed  
24 claims. Nothing contained in this Agreement and no documents referred to herein and no action  
25 taken to carry out this Agreement may be construed or used as an admission by or against the  
26 Named Plaintiff or Class Counsel as to the merits or lack thereof of the Claims asserted.

27 **III. STIPULATION AND AGREEMENT**

28 ***NOW, THEREFORE, IT IS HEREBY STIPULATED***, by and among the Named

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1 Plaintiff on behalf of the Class Members on the one hand, and Defendant on the other hand, and  
2 subject to the approval of the Court, that the Action is hereby being compromised and settled  
3 pursuant to the terms and conditions set forth in this Agreement, subject to the definitions and  
4 recitals set forth in Sections I and II, *supra*, which by this reference become an integral part of this  
5 Agreement, and subject to the following terms and conditions:

6 1. Full Investigation. Named Plaintiff and Class Counsel have fully investigated the  
7 factual and legal bases for the causes of action asserted in the Action.

8 2. Release As To All Participating Class Members. As for the Settlement Period as  
9 defined in Section I, Paragraph 38, *supra*, the Participating Class Members, including the Named  
10 Plaintiff, release the Released Parties, as defined in Section I, Paragraph 36 *supra*, for the Released  
11 Claims as defined in Paragraph 35, *supra*.

12 3. General Release By Named Plaintiff Only. In addition to the releases made by the  
13 Participating Class Members and FLSA Settlement Class Members as set forth in Section I,  
14 Paragraphs 35 and 36, *supra*, Named Plaintiff, in exchange for the Service Award as requested or  
15 as otherwise authorized by the Court, will, as of the Effective Date, makes the additional following  
16 General Release of all Claims, known or unknown, in exchange and consideration of the sum set  
17 forth in Section I, Paragraph 37, *supra*. Named Plaintiff agrees to the General Release of the  
18 Released Parties. Named Plaintiff also agrees to release all wage and hour Claims, including, but  
19 not limited to, minimum and overtime wages, meal and rest period sanctions, penalties under the  
20 Labor Code and Private Attorneys General Act and all other Released Claims including but not  
21 limited to FEHA, Contract, Wrongful Termination in Violation of Public Policy, and Intentional  
22 Infliction of Emotional Distress claims. The General Release as to Named Plaintiff includes any  
23 unknown Claims that Named Plaintiff does not know or suspect to exist in her favor at the time of  
24 the General Release, which, if known by her, might have affected her settlement with, and release  
25 of, the Released Parties or might have affected her decision not to object to this Settlement or the  
26 General Release.

27 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the  
28 Effective Date, Named Plaintiff shall be deemed to have, and by operation of the Final Judgment

1 shall have, expressly waived and relinquished, to the fullest extent permitted by law, the  
2 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar  
3 provision under federal or state law, which provides:

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

8 Named Plaintiff may hereafter discover facts in addition to or different from those she now  
9 knows or believes to be true with respect to the subject matter of the General Release, but Named  
10 Plaintiff upon the Effective Date shall be deemed to have, and by operation of the Final Judgment  
11 shall have, fully, finally, and forever settled and released any and all of the claims released  
12 pursuant to the General Release whether known or unknown, suspected or unsuspected, contingent  
13 or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity  
14 now existing or coming into existence in the future, including, but not limited to, conduct that is  
15 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard  
16 to the subsequent discovery or existence of such different or additional facts.

17 This release specifically excludes claims for unemployment insurance, disability, social  
18 security, and workers compensation (with the exception of claims arising pursuant to California  
19 Labor Code Sections 132(a) and 4553).

20 4. Service Award. Subject to Court approval, and expressly in exchange for the  
21 release of all Released Claims, and for their time and effort in bringing and prosecuting this  
22 matter, Named Plaintiff shall be paid a Service Award up to a total of Ten Thousand Dollars  
23 (\$10,000.00), or such other distribution or lower amount as the Court may order. The Service  
24 Award shall be paid from the Total Maximum Settlement Fund and shall not increase the Total  
25 Maximum Settlement Fund. The Service Award shall be paid to the Named Plaintiff by the  
26 Settlement Administrator no later than fifteen (15) days after Defendant delivers the Total  
27 Maximum Settlement Fund to the Settlement Administrator for deposit into the Qualified  
28 Settlement Fund. The Parties agree that a decision by the Court to award Named Plaintiff an

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1 amount less than the amount stated above shall not be a basis for Class Counsel to void this  
2 Stipulation. The Settlement Administrator shall issue Named Plaintiff an IRS Form 1099 for the  
3 Service Award. Any amount awarded for service payments to the Named Plaintiff less than the  
4 requested amounts will result in the non-awarded funds to be awarded to Participating Class  
5 Members on a proportionate basis to the amount of their Individual Settlement Payment. The  
6 Named Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on this  
7 payment. The Service Award shall be paid in addition to the Named Plaintiff's share of the  
8 Settlement Amount as a Participating Class Member.

9       5.     Tax Liability. Defendant makes no representations as to the tax treatment or legal  
10 effect of the payments called for hereunder, and Named Plaintiff and Participating Class Members  
11 are not relying on any statement or representation by Defendant in this regard. Named Plaintiff  
12 and Participating Class Members understand and agree that except for Defendant's payment of the  
13 employer's portion of any payroll taxes, they will be solely responsible for the payment of any  
14 taxes and penalties assessed on the payments described herein.

15       6.     CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR  
16 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
17 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
18 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
19 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
20 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
21 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE  
22 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN  
23 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230  
24 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
25 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX  
26 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS  
27 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
28 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO

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**JOINT STIPULATION RE: CLASS ACTION SETTLEMENT**

1 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
2 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
3 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
4 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
5 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
6 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF  
7 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
8 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
9 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
10 AGREEMENT.

11 7. Creation Of The Qualified Settlement Fund And Administration Of The Settlement.

12 Within thirty (30) days after the Effective Date, Defendant shall deliver the sum of Five Hundred  
13 Thousand Dollars (\$500,000.00) representing the Total Maximum Settlement Fund as required by  
14 this Stipulation into the Qualified Settlement Fund created by the Settlement Administrator. In  
15 addition and separate to the Five Hundred Thousand Dollars (\$500,000.00) Total Maximum  
16 Settlement Fund payment, Defendant is also required to pay, and will deliver into the Qualified  
17 Settlement Fund, its share of taxes, including the employer’s portion of payroll taxes, including  
18 but not limited to, FICA, FUTA and SDI contributions. In addition to the employer’s portion of  
19 payroll taxes, payments from the Qualified Settlement Fund shall be made (1) for the Service  
20 Award to the Named Plaintiff, as specified in this Agreement and approved by the Court; (2) the  
21 Attorneys’ Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and  
22 approved by the Court; (3) the Settlement Administration Costs; and (4) the amount allocated to  
23 PAGA penalties to be paid to the California Labor Workforce and Development Agency. The  
24 balance remaining shall constitute the Net Settlement Amount from which Individual Settlement  
25 Payments shall be made to Participating Class Members, less applicable taxes and withholdings.

26 8. Attorneys’ Fees And Cost Award. Defendant agrees not to oppose any application  
27 or motion by Class Counsel for attorneys’ fees not in excess of One Hundred Sixty Six Thousand  
28 Six Hundred Fifty Dollars (\$166,650.00), or one third of the Total Maximum Settlement Fund.

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1 Defendant further agrees not to oppose any application or motion by Class Counsel for the  
2 reimbursement of any costs associated with Class Counsel’s prosecution of this matter not in  
3 excess of Fifteen Thousand Dollars (\$15,000.00). Class Counsel will provide verification of the  
4 cost amount that it is seeking to be reimbursed. Any amount awarded for attorneys’ fees and costs  
5 to Class Counsel less than One Hundred Sixty Six Thousand Six Hundred Fifty Dollars  
6 (\$166,650.00) and Fifteen Thousand Dollars (\$15,000.00), respectively, will result in the non-  
7 awarded amounts to be awarded to Participating Class Members on a proportionate basis to the  
8 amount of their Individual Settlement Payments. Class Counsel shall be paid any Court-approved  
9 fees and costs no later than twenty (20) days after Defendant delivers the Total Maximum  
10 Settlement Fund to the Settlement Administrator for deposit into the Qualified Settlement Fund.  
11 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment  
12 made. Forms 1099 – MISC, Box 14 shall be provided to Class Counsel for the payments made,  
13 and Class Counsel shall provide, before the Effective Date, properly completed Forms W-9.

14           9.       Settlement Administrator. The Settlement Administrator shall be paid for the costs  
15 of administration of the Settlement out of the Total Maximum Settlement Amount as deposited in  
16 the Qualified Settlement Fund. The estimate of such costs of administration for the disbursement  
17 of the Total Maximum Settlement Amount is no more than Ten Thousand Dollars (\$10,000.00).  
18 Any amount awarded for costs of administration to Settlement Administrator, or such other entity  
19 upon whom the Parties mutually agree, less than Ten Thousand Dollars (\$10,000.00) will result in  
20 the non-awarded amount to be awarded to Participating Class Members on a proportionate basis to  
21 the amount of their Individual Settlement Payments. This estimate includes all tasks required of  
22 the Settlement Administrator by this Agreement including the issuance of the Notice, the issuance  
23 of settlement checks, the required tax reporting on the settlement amounts, including the issuing of  
24 W2 and 1099 forms (if any), the handling of Class Member questions and disputes and the  
25 calculation of employee withholding taxes and the employer payroll taxes, which will be remitted  
26 to the tax authorities by the Settlement Administrator. At least sixteen (16) court days prior to the  
27 Final Approval Hearing, the Settlement Administrator shall provide the Court and all counsel for  
28 the Parties with a statement detailing the costs of administration of the Total Maximum Settlement

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**JOINT STIPULATION RE: CLASS ACTION SETTLEMENT**

1 Fund and the breakdown of the Total Maximum Settlement Fund.

2 10. Preliminary Settlement Hearing/Alterations to this Agreement. As part of this  
3 Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval  
4 of the Settlement:

5 a. Plaintiff shall file a Motion for Preliminary Approval and request a hearing before  
6 the Superior Court to request preliminary approval of the Settlement and to request the entry of the  
7 Preliminary Approval Order.

8 c. Simultaneous with and/or included in the filing of the Motion for Preliminary  
9 Approval, and solely for purposes of this Settlement, Named Plaintiff will request the Court to  
10 enter the Preliminary Approval Order, preliminarily approving the proposed Settlement,  
11 conditionally certifying the Class, and setting a date for a Final Approval Hearing.

12 d. In conjunction with the Motion for Preliminary Approval, Named Plaintiff will  
13 submit this Stipulation and Settlement of Class Action Agreement, which sets forth the terms of  
14 this Settlement Agreement, and will include proposed forms of all notices and other documents as  
15 attached hereto necessary to implement the Settlement. The Order shall provide for Notice of the  
16 Settlement to be sent to Class Members as specified herein.

17 e. In the event any provision of the Settlement is rejected by the Court, the Parties  
18 will work in good faith to negotiate alteration of the rejected term. The parties agree to use the  
19 services of a mediator if informal efforts to negotiate alteration have been exhausted.

20 f. If, following the Parties' good faith efforts and mediation, the Parties cannot agree  
21 on alterations, or if ultimately the Court does not grant preliminary or final approval of the  
22 Settlement in its entirety, or if the Court's final approval of the Settlement agreement is reversed  
23 or materially modified on appellate review, then this Settlement will become null and void. In  
24 such case, the Settlement shall not be used or be admissible in any subsequent proceedings, either  
25 in this Action, in this Court, or in any other Court or forum, and the Parties will not stipulate to  
26 Class Certification.

27 11. Settlement Administration/Management. The Individual Settlement Payments shall  
28 be managed and administered as follows:

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- 1 a. Settlement administrator, Phoenix Class Action Settlement Administration
- 2 Solutions, mutually agreed upon by the Parties, shall be retained to serve as
- 3 Settlement Administrator. The Parties each represent they do not have any
- 4 financial interest in the Settlement Administrator or otherwise have a relationship
- 5 with the Settlement Administrator that could create a conflict of interest.
- 6 b. Defendant shall provide the Settlement Administrator the Class List and Data
- 7 Report within fifteen (15) days of the Preliminary Approval Date.
- 8 c. Within fourteen (14) days of receipt of the Class List and Data Report, the
- 9 Settlement Administrator shall mail the Notice Packet to each Class Member in
- 10 accordance with Section III, Paragraph 13, *infra*.
- 11 d. Participating Class Members will be eligible to receive an Individual Settlement
- 12 Payment, calculated in accordance with Section III Paragraph 12 *infra*.
- 13 e. Sixteen (16) court days prior to the Final Approval Hearing, the Settlement
- 14 Administrator shall provide Defendant’s Counsel and Class Counsel a report
- 15 showing the names and number of Class Members who have objected to or
- 16 requested exclusion from the Settlement.
- 17 f. The Parties agree to cooperate in the settlement administration process and to make
- 18 all reasonable efforts to control and minimize the costs and expenses incurred in
- 19 administration of the Settlement.
- 20 g. The Settlement Administrator shall be responsible for: printing and mailing the
- 21 Notice Packet as directed by the Court; receiving and reporting the
- 22 objections/requests for exclusion and challenges to the Individual Settlement
- 23 Payments submitted by Class Members; mailing the payment to the Labor
- 24 Workforce Development Agency; and other tasks as the Parties mutually agree or
- 25 the Court orders the Settlement Administrator to perform (including the calculation
- 26 and remittance of employer taxes which will be paid by Defendant in addition to
- 27 the Total Maximum Settlement Amount). The Claim Administrator shall keep
- 28 Defendant, Defendant’s counsel and Class Counsel timely apprised of the

- 1 performance of all Settlement Administrator responsibilities.
- 2 h. The Settlement Administrator, on Defendant’s behalf, shall have the authority and
- 3 obligation to make payments, credits and disbursements, including payments and
- 4 credits in the manner set forth herein to Participating Class Members, calculated in
- 5 accordance with the methodology set out in this Agreement and orders of the
- 6 Court.
- 7 i. Any tax return filing required by this Agreement shall be made by the Settlement
- 8 Administrator. Any expenses incurred in connection with such filing shall be a
- 9 cost of administration of the Settlement.
- 10 j. No person shall have any claim against Defendant or Defendant’s Counsel, the
- 11 Named Plaintiff, Class Members, the Class, Class Counsel or the Settlement
- 12 Administrator based on distributions and payments made in accordance with this
- 13 Agreement.

14 12. Calculation Of Individual Settlement Payments. The Individual Settlement  
15 Payments will be calculated as follows:

- 16 a. The Settlement Administrator will be provided each Class Members’ Total Pay
- 17 Periods as defined in Section I, Paragraph 41, *supra*, based on the Class List and
- 18 Data Report, which shall be presumed to be correct. A Class Member’s Pay Period
- 19 is defined as any Pay Period during the Settlement Period in which a Class Member
- 20 worked. If a Class Member disagrees with his or her Total Pay Periods, which shall
- 21 be set forth in the Notice, he or she may challenge the Total Pay Periods in the
- 22 manner set forth in Section III, Paragraph 14(c), *infra*.
- 23 b. The Settlement Administrator will calculate the Aggregate Pay Period Number by
- 24 adding the sum of all of the Participating Class Members’ Total Pay Periods.
- 25 c. The Settlement Administrator will divide the Net Settlement Amount by the
- 26 Aggregate Pay Period Number to calculate the Pay Period Settlement Amount. The
- 27 estimated Pay Period Settlement Amount shall be indicated on the Notice.
- 28 d. The Settlement Administrator will calculate each Class Members’ Individual

- 1 Settlement Award by multiplying his or her Total Pay Periods times the Pay Period  
2 Settlement Amount. Each Class Member’s estimated Individual Settlement Award  
3 will be indicated on the Notice.
- 4 e. The Pay Period Settlement Amount and Individual Settlement Award estimates  
5 indicated on the Notice are subject to change, depending on factors including: (i)  
6 how many Class Members become Excluded Class Members (resulting in their  
7 Total Pay Periods being removed from the final Aggregate Pay Period Number,  
8 thereby increasing the final Pay Period Settlement Amount); (ii) any changes to the  
9 Total Pay Periods resulting from challenges to Total Pay Periods submitted by  
10 Class Members resulting in pay period adjustments, which may increase or  
11 decrease the final Aggregate Pay Period Number and the final Pay Period  
12 Settlement Amount; and (iii) any increases or reductions in the Net Settlement  
13 Amount which may result from, inter alia, changes to the actual amount of PAGA  
14 Payment, and/or Settlement Administration Costs approved by the Court.
- 15 f. Each Participating Class Member’s Individual Settlement Payment will be  
16 allocated as follows: (a) 20% as wages; (b) 40% as penalties; and (c) 40% as  
17 interest. The portion allocated to wages (“Wage Component”) shall be reported on  
18 an IRS Form W-2 and the portions allocated to interest and penalties (the “Non-  
19 Wage Component”) shall be reported on an IRS Form-1099 by the Settlement  
20 Administrator.
- 21 g. The employee’s portion of employment taxes, including payroll deductions for  
22 state and federal withholding taxes, and any other applicable payroll deductions,  
23 shall be made from each Participating Class Members Wage Component, resulting  
24 in a “Net Wage Component.” The Settlement Administrator will issue a W-2 for  
25 the Wage Component.
- 26 i. No withholding shall be made on the Non-Wage Component of the  
27 settlement. The Settlement Administrator will issue an IRS Form 1099 for  
28 the Non-Wage Component.

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ii. The Net Wage Component shall be added to the Non-Wage Component, resulting in each Participating Class Members Individual Settlement Payment.

h. The Settlement Administrator, on Defendant’s and Class Counsel’s collective behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Settlement Administrator shall be responsible for calculating and withholding all required state and federal taxes.

i. No person shall have any claim against Defendant, Defendant’s Counsel, the Named Plaintiff, the Class, Class Counsel, or the Settlement Administrator based on any errors or omissions in the distributions and payments that are required to be made in accordance with the terms of this Agreement.

13. Notice To Class Members. Notice of the Settlement shall be provided to all Class Members using the following procedures:

a. Notice By First-Class Mail. Within fourteen (14) days after receipt of the Class List and Data Report, the Settlement Administrator shall mail the Notice Packet to the Class Members *via* first-class regular U.S. Mail. The Notice Packet will include the Notice of Pendency of Class Action, Proposed Settlement and Hearing Date for Court Approval (substantially in the form annexed hereto as **Exhibit 1**). Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database information to update and correct for any known or identifiable address changes. If a new address is obtained by a way of a returned Notice Packet, then the Settlement Administrator shall promptly forward the original Notice Packet to the updated address via first-class regular U.S. mail indicating on the original Notice Packet the date of such re-mailing.

b. No Requirement for a Claim Form. Class Members shall not be required to submit a Claim Form to receive an Individual Settlement Payment.



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- c. Objection/Exclusion Deadline Date and Deadline to Challenge Total Pay Periods:  
Class Members will have forty-five (45) calendar days from the mailing of the Notice Packet to submit an objection and/or request for exclusion from the Settlement, or challenge the Total Pay Periods by providing their claimed Pay Periods to the Settlement Administrator along with documentary evidence, as set forth *infra*, Section III, Paragraph 14(c). Class members whose notices are re-mailed will have an additional fifteen (15) calendar days to submit an objection and/or request for exclusion and/or Pay Period challenge.
  
- d. Procedure For Undeliverable Notices. Any Notices returned to the Settlement Administrator as non-delivered on or before the Objection/Exclusion Deadline Date shall be sent to the forwarding address affixed thereto within five (5) business days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a single skip-trace, computer or other search using the name and address of the individual involved, and shall then perform a single re-mailing within five (5) business days. Those Class Members that receive a re-mailed Notice shall have their deadline for submitting an objection to and/or request for exclusion from the Settlement, or challenging their Total Pay Periods, extended fifteen (15) calendar days from the post mark date of re-mailing. In the event the procedures in this paragraph are followed and the intended recipient of a Notice still does not receive the Notice, the Class Member shall be bound by all terms of the Settlement and any Final Judgment entered by the Court if the Settlement is approved by the Court.
  
- e. Within sixteen (16) court days of the Final Approval Hearing, the Settlement Administrator shall provide Defendant’s Counsel and Class Counsel: (i) the names and contact information of the Class Members objecting to or requesting exclusion from the Settlement; and (ii) the amount owed to each Participating Class Member.

14. Procedure For Objecting To or Requesting Exclusion From The Class Action

Settlement, or Challenging Total Pay Periods. The Class Members shall submit objections to the

1 Settlement and/or request exclusion from the Settlement and/or submit a challenge to their total  
2 pay periods using the following procedures:

3 a. Procedure For Objecting. The Notice shall provide that those Class Members who  
4 wish to object to the Settlement must mail a written statement of objection (“Notice  
5 of Objection”) to the Settlement Administrator no later than the  
6 Objection/Exclusion Deadline Date. The postmark date of the mailing shall be  
7 deemed the exclusive means for determining if a Notice of Objection is timely.  
8 The Notice of Objection must contain the Class Member’s name, the last four digits  
9 of his/her social security number, dates of employment, current contact  
10 information, a statement providing the basis for the Class Member’s objections, a  
11 statement advising if the objecting Class Member plans to address the Court at the  
12 Settlement Fairness Hearing, and a description of any legal briefs, papers or  
13 memoranda the objecting Class Member proposes to submit to the Court. Class  
14 Members who fail to make objections in the manner specified above will be  
15 foreclosed from making a written objection, but shall still have a right to appear at  
16 the Settlement Fairness Hearing in order to have their objections heard by the  
17 Court. No later than sixteen (16) court days before the Settlement Fairness  
18 Hearing, the Settlement Administrator shall provide counsel for the Parties with  
19 complete copies of all objections received, including the postmark dates for each  
20 objection. Class Members have a right to appear at the Settlement Fairness  
21 Hearing in order to have their objections heard by the Court. Class Counsel and  
22 Counsel for Defendant shall file any responses to any written objections submitted  
23 to the Court in accordance with this Settlement Agreement at least five (5) days  
24 before the Settlement Fairness Hearing. At no time shall any of the Parties or their  
25 counsel seek to solicit or otherwise encourage Class Members to submit written  
26 objections to the Settlement or appeal from the Order and Judgment.

27 b. Procedure For Requesting Exclusion. The Notice shall provide that Class Members  
28 who wish to exclude themselves from the Class must submit a written request to be

1 excluded from the Class on or before the Objection/Exclusion Deadline Date. Class  
2 Counsel and Counsel for Defendant agree to an opt-out period of forty-five (45)  
3 calendar days, with an additional fifteen (15) days for re-mailed notices. Such  
4 request for exclusion: (1) must contain the name, address, telephone number and  
5 the last four digits of the Social Security number of the person requesting  
6 exclusion; (2) must be signed by the person requesting exclusion; (3) must be  
7 returned by mail to the Settlement Administrator at the specified address; (4) must  
8 be postmarked on or before the Objection/Exclusion Deadline Date and (5) must  
9 state must substantially state the following: *“I received the Class Notice and I wish  
10 to opt out of the settlement in the case entitled Monique Lewis v. Rapid Action,  
11 LLC.”* The date of the postmark on the return mailing envelope shall be the  
12 exclusive means used to determine whether a request for exclusion has been timely  
13 submitted. Any Class Member who requests an exclusion from the Class will not  
14 be entitled to any recovery under the Settlement and will not be bound by the  
15 Settlement or have any right to object, appeal or comment thereon. Class Members  
16 who fail to submit valid and timely requests for exclusion on or before the  
17 Objection/Exclusion Deadline Date shall be Participating Class Members and shall  
18 be bound by all terms of the Settlement and any Final Judgment entered in this  
19 Class Action if the Settlement is approved by the Superior Court. No later than  
20 sixteen (16) court days before the Settlement Fairness Hearing, the Settlement  
21 Administrator shall provide counsel for the Parties with a complete list of all  
22 members of the Settlement Class who have timely requested exclusion from the  
23 Settlement. At no time shall any of the Parties or their counsel seek to solicit or  
24 otherwise encourage members of the Settlement Class to submit requests for  
25 exclusion from the Settlement.

- 26 c. Procedure for Contesting Individual Settlement Payment: Each Class Member will  
27 have the opportunity, should he/she disagree with Defendant’s records regarding  
28 his/her Total Pay Periods, to provide documentation to show contrary employment

1 dates. To do so, Class Members must provide, in writing to the Settlement  
2 Administrator, his/her name, address, last four digits of social security number and  
3 all applicable documentary evidence to support his/her dispute regarding his/her  
4 Total Pay Periods prior to the Objection/Exclusion Deadline. Moreover, an  
5 individual can only dispute his/her number of Pay Periods if he/she does not  
6 exclude himself/herself from the Settlement. If there is a dispute, the Settlement  
7 Administrator will consult with the Parties to determine whether a Pay Period  
8 adjustment is warranted. Class Counsel and Defendant’s Counsel shall meet and  
9 confer in an attempt to reach an agreement regarding whether a Pay Period  
10 adjustment is warranted based on the documentary evidence submitted by the Class  
11 Member to challenge his/her Total Pay Periods. If they cannot agree, the  
12 Settlement Administrator shall make the final determination of whether or not a  
13 Pay Period adjustment is warranted based on the documentary evidence submitted  
14 by the Class Member to challenge his/her Total Pay Periods, and that determination  
15 shall be conclusive, final and binding on all Parties, including all Class Members.  
16 In the event that a Pay Period adjustment is warranted, the additional amount owed  
17 to said Class Member, if any, shall be paid as part of that Participating Class  
18 Member’s Individual Settlement Payment.

19 d. No Solicitation Of Settlement Opt Outs/Objections or Publicity. The Parties agree  
20 to use their best efforts to carry out the terms of this Settlement. At no time shall  
21 any of the Parties or their counsel seek to solicit or otherwise encourage Class  
22 Members to opt out, submit written objections to the Settlement or appeal from the  
23 Order and Final Judgment, or seek publicity regarding the same. Class Counsel  
24 and Named Plaintiff agree not to publicize the terms of this Settlement with the  
25 media or others, including but not limited to, any newspaper, journal, magazine,  
26 website, and/or on-line reporter of settlements. This section does not preclude Class  
27 Counsel or Named Plaintiff from performing their duties as Class Counsel and/or  
28 Class Representative. This section does not preclude the posting of the Order and

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Judgment of Final Approval on the Settlement Administrator’s website as necessary.

15. Procedure For Payment Of Individual Settlement Payments:

- a. Except for Excluded Class Members, all Participating Class Members will receive an Individual Settlement Payment.
- b. Individual Settlement Payments for Class Members shall be paid exclusively from the Qualified Settlement Fund, pursuant to the settlement formula set forth herein, and shall be mailed within fifteen (15) days after Defendant delivers the Total Maximum Settlement Fund to the Settlement Administrator for deposit into the Qualified Settlement Fund.
- c. Should any question arise regarding the determination of eligibility for, or the amounts of, any Individual Settlement Payment under the terms of this Agreement, Class Counsel and Defendant’s Counsel shall meet and confer in an attempt to reach agreement. If they cannot agree, the Settlement Administrator shall make the final determination, and that determination shall be conclusive, final and binding on all Parties, including all Class Members.
- d. The Individual Settlement Payment checks will be void after 180 calendar days from the date of issuance. In compliance with Code of Civil Procedure section 384, for any check not cashed after 180 calendar days, the Settlement Administrator will pay over the amount represented by the uncashed check to the California State Controller’s Office in the name of the individual Class Member. The Parties acknowledge that California Civil Procedure Code section 384 and the Doctrine of Cy Pres are not applicable to this Settlement because the terms of this Settlement Agreement expressly provide for the disposition of the entire Total Maximum Settlement Fund, whether claimed or unclaimed.
- e. Although Participating Class Members who do not timely cash their Individual Settlement Payments shall not receive the monies from those checks (because the checks shall be deemed null and void), such persons shall nonetheless be

1 Participating Class Members and will be bound by all terms of the Settlement and  
2 any Final Judgment entered in this Class Action if the Settlement is approved by  
3 the Superior Court, including the release of the Released Claims, unless they timely  
4 file a valid request for exclusion as set forth herein.

5 f. Participating Class Members who timely cash their Individual Settlement Payments  
6 (and, in so doing, become FLSA Settlement Class Members) will be deemed to  
7 have opted into the action for purposes of the Fair Labor Standards Act and, as to  
8 those FLSA Settlement Class Members, the Released Claims include any claims  
9 such FLSA Settlement Class Members may have under the Fair Labor Standards  
10 Act, 29 U.S.C. §§ 201, et seq. related to the claims alleged in this action. Only  
11 those Participating Class Members who timely cash their settlement check will be  
12 deemed to have opted into the action for purposes of the Fair Labor Standards Act  
13 and thereby released and waived any of their claims under the Fair Labor Standards  
14 Act.

15 g. FLSA Settlement Class Opt-In Language: Each Participating Class Member’s  
16 Individual Settlement Payment check will include the following language  
17 acknowledging that by cashing or depositing the Individual Settlement Payment  
18 Check he/she is opting into the Action for purposes of the FLSA: “By endorsing  
19 this check for cash or deposit, I am hereby opting into the FLSA Settlement Class  
20 in the Lewis v. Rapid Action litigation, Sonoma County Superior Court Case No.  
21 SCV-266736 and I agree and acknowledge that by doing so the claims that I am  
22 releasing will also include any claims that I may have under the Fair Labor  
23 Standards Act, 29 U.S.C. §§ 201, et seq. related to the claims alleged in this action  
24 as set forth more fully in the Notice. However, if I do not timely cash this check, I  
25 will nonetheless be subject to the remainder of the Release as explained in the  
26 Notice.”

27 16. Claims Deemed Waived. Any Class Member who does not request exclusion as set  
28 forth above is deemed to be a Participating Class Member and thereby is deemed to have released

1 the Released Claims against Released Parties as set forth herein, regardless of whether or not they  
2 timely cash their Individual Settlement Payment. Any Participating Class Member who timely  
3 cashes their Individual Settlement Payment (and, in so doing, becomes a FLSA Settlement Class  
4 Member) will also be deemed to have released any claims they may have under the Fair Labor  
5 Standards Act, 29 U.S.C. §§ 201, et seq. related to the claims alleged in this action.

6 17. Option To Terminate Settlement. Notwithstanding any other provision of this  
7 Settlement Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to  
8 nullify the settlement if five (5%) percent or more of the Class Members request exclusion from  
9 the class action settlement. Defendant must exercise its right of rescission, in writing, to the Court  
10 and Class Counsel, within ten calendar days after the Settlement Administrator notifies the Parties  
11 of the total number of Requests for Exclusion received by the Response Deadline. If Defendant  
12 exercises its option to rescind, Defendant shall be solely responsible for the initial payment to the  
13 Settlement Administrator of all costs of the Settlement Administration, including any re-notice to  
14 the Class as ordered by the Court, but such initial payment shall be treated as a taxable cost in the  
15 event that this case is ultimately litigated and Defendant prevails in a manner permitting an award  
16 of costs per applicable statute(s) and/or procedural rule(s). If Defendant exercises its option to  
17 rescind the Settlement under this paragraph all actions taken in furtherance of the Settlement will  
18 be null and void.

19 18. Certification By Settlement Administrator. Upon completion of administration of  
20 the distributions, the Settlement Administrator shall provide written certification of such  
21 completion to the Court and counsel for all Parties.

22 19. Final Approval Hearing And Entry Of Final Judgment. Upon expiration of the  
23 Objection/Exclusion Deadline Date, with the Court's permission, a Settlement Fairness Hearing  
24 shall be conducted to determine final approval of the Settlement along with the amount properly  
25 payable for (i) the Attorneys' Fees and Cost Award, (ii) any Service Awards, and (iii) Settlement  
26 Administration Costs. Upon final approval of the Settlement by the Court, the Parties shall  
27 present the Final Approval Order and Judgment, in a form agreed to in advance by the Parties, for  
28 the Court's approval. After entry of the Final Approval Order and Judgment, the Court shall have

1 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of  
2 the terms of the Settlement; (ii) Settlement administration matters; and (iii) such post-Final  
3 Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

4       20.     Nullification Of Settlement Agreement. In the event: (i) the Court does not finally  
5 approve the Settlement as provided herein; (ii) the Court does not enter a Final Approval Order as  
6 provided herein, which becomes final as a result of the occurrence of the Effective Date; (iii) if  
7 Defendant elects to terminate the Settlement as set forth supra in paragraph 17, then this Settlement  
8 Agreement shall be null and void and any order or judgment entered by the Court in furtherance of  
9 this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds  
10 to be awarded under this Settlement shall be returned to their respective statuses as of the date and  
11 time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects  
12 as if this Settlement Agreement had not been executed, except that any fees already incurred by the  
13 Settlement Administrator shall be paid by Defendant. In the event an appeal is filed from the Court’s  
14 Final Judgment, or any other appellate review is sought prior to the Effective Date, administration of  
15 the Settlement shall be stayed pending final resolution of the appeal or other appellate review, as well  
16 as any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal  
17 from the Court’s Final Judgment, or any other appellate review.

18       21.     No Effect On Employee Benefits. Neither the Individual Settlement Payments nor  
19 the Service Award to Named Plaintiff shall be deemed to be pensionable earning and shall not  
20 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,  
21 vacations, holiday pay, retirement plans, etc.) of the respective Named Plaintiff or Participating  
22 Class Members. The Parties agree that any Individual Settlement Payments to Participating Class  
23 Members under the terms of this Agreement do not represent any modification of the Participating  
24 Class Members’ previously credited hours of service or other eligibility criteria under any  
25 employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.  
26 Further, any Individual Settlement Payment, or Service Award hereunder shall not be considered  
27 “compensation” in any year for purposes of determining eligibility for, or benefit accrual within,  
28 an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.



1 Neither Defendant nor Named Plaintiff are opining on the terms of any such Plan, each of which  
2 speaks for itself.

3           22. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning  
4 the interpretation, calculation or payment of settlement claims, or other disputes regarding  
5 compliance with this Agreement shall be resolved as follows:

- 6           a. If the Named Plaintiff or Class Counsel, on behalf of the Named Plaintiff or any  
7           Class Member, or the Defendant at any time believes that the other Party has  
8           breached or acted contrary to the Agreement, that Party shall notify the other Party  
9           in writing of the alleged violation.
- 10           b. Upon receiving notice of the alleged violation or dispute, the responding Party shall  
11           have ten (10) calendar days to correct the alleged violation and/or respond to the  
12           initiating Party with the reasons why the Party disputes all or part of the allegation.
- 13           c. If the response does not address the alleged violation to the initiating Party's  
14           satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days  
15           to resolve their differences.
- 16           d. If Class Counsel and Defendant are unable to resolve their differences after twenty  
17           (20) calendar days referenced in Section III, Paragraph 22(a)-(c), *supra*, either  
18           Party may file an appropriate motion for enforcement with the Court.
- 19           e. In the event that the Court does not agree to adopt the above dispute resolution  
20           procedure as part of its Order granting final approval to the Settlement, then the  
21           above provisions for Dispute Resolution (Section III, paragraph 22(a)-(d)) are null  
22           and void, the remainder of the settlement is unaffected, and the parties shall remain  
23           free to submit disputes and/or motions for enforcement of the settlement via  
24           appropriate noticed motion or ex parte application as though Section III, paragraph  
25           22 was not included herein.

26           23. No Retaliation. Defendant shall not take any adverse action against any Class  
27 Member because of the existence of, and/or participation in, the Settlement, or because they  
28 choose to benefit from the Settlement or to object to the Settlement. The Parties shall not take

1 action to discourage Class Members from participating in the Settlement.

2           24. Exhibits And Headings. The terms of this Agreement include the terms set forth in  
3 any attached Exhibit 1 and 2 which are incorporated by this reference as though fully set forth  
4 herein. Any exhibits to this Agreement are an integral part of the Settlement. The descriptive  
5 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference  
6 only and do not constitute a part of this Agreement.

7           26. Interim Stay Of Proceedings. The Parties agree to hold all proceedings in the  
8 Action, except such proceedings necessary to implement and complete the Settlement, in abeyance  
9 pending the Settlement Hearing to be conducted by the Court.

10           27. Amendment Or Modification. This Agreement may be amended or modified only  
11 by a written instrument signed by counsel for all Parties or their successors-in-interest.

12           28. Entire Agreement. This Agreement and any attached exhibits constitute the entire  
13 agreement among these Parties, and no oral or written representations, warranties or inducements  
14 have been made to any Party concerning this Agreement or its exhibits other than the  
15 representations, warranties and covenants contained and memorialized in such documents.  
16 Defendant shall not be required as part of the Settlement to modify or eliminate any of its  
17 personnel, compensation or payroll practices, or adopt any new personnel, compensation or  
18 payroll practices.

19           29. Authorization To Enter Into Settlement Agreement. Counsel for all Parties warrant  
20 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
21 Agreement and to take all appropriate action required or permitted to be taken by such Parties  
22 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to  
23 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each  
24 other and use their best efforts to effect the implementation of the Settlement. In the event the  
25 Parties are unable to reach agreement on the form or content of any document needed to  
26 implement the Settlement, or on any supplemental provisions that may become necessary to  
27 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve  
28 such disagreement. The persons signing this Agreement on behalf of Defendant represent and

1 warrant that they are authorized to sign this Agreement on behalf of Defendant.

2           30. Binding On Successors And Assigns. This Agreement shall be binding upon, and  
3 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

4           31 California Law Governs. All terms of this Agreement and the exhibits hereto shall  
5 be governed by and interpreted according to the laws of the State of California.

6           32. Counterparts. This Agreement may be executed in one or more counterparts. All  
7 executed counterparts and each of them shall be deemed to be one and the same instrument  
8 provided that counsel for the Parties to this Agreement shall exchange among themselves original  
9 signed counterparts.

10           33. This Settlement Is Fair, Adequate And Reasonable. The Parties believe this  
11 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this  
12 Settlement after extensive arms-length negotiations, taking into account all relevant factors,  
13 present and potential. The Parties to this Agreement are represented by competent counsel, and  
14 they have had an opportunity to consult with counsel prior to its execution.

15           34. Jurisdiction Of The Court. The Court shall retain jurisdiction with respect to the  
16 interpretation, implementation and enforcement of the terms of this Agreement and all orders and  
17 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the  
18 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement  
19 embodied in this Agreement and all orders and judgments entered in connection therewith.

20           35. Cooperation And Drafting. Each of the Parties has cooperated in the drafting and  
21 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall  
22 not be construed against any of the Parties.

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

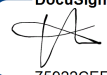
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9/7/2021

DATED: September \_\_\_\_\_, 2021


**PLAINTIFF AND CLASS REPRESENTATIVE:**

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MONIQUE LEWIS

DATED: September <sup>7</sup>\_\_\_\_\_, 2021

**DEFENDANT:**

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RAPID ACTION, LLC

BY: Alisha Craig

TITLE: Vice President

# EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SONOMA**

**If you were a non-exempt employee employed by Rapid Action, LLC dba RapidStaff and worked at any facility engaged in a trade dispute in California at any time between July 17, 2016 through **INSERT DATE, 2021**, a class action settlement may affect your rights.**

*A court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully.*

- The Parties in the action entitled *Monique Lewis v. Rapid Action, LLC*, Sonoma County Superior Court Case No. SCV-266736, have reached a settlement and it has been granted Preliminary Approval by the Court supervising the lawsuit.
- The proposed Settlement will resolve all claims in the lawsuit. The Court has ordered that this Notice be sent to you because you may be a member of the Settlement Class.
- The purpose of this Notice is to inform you of the Settlement of the class action and your legal rights and options under the Settlement:

<b>Your Legal Rights and Options in this Settlement</b>	
<b>DO NOTHING</b>	<b>Receive an Individual Settlement Payment.</b> If you do not exclude yourself from the Settlement, you will receive an Individual Settlement Payment automatically after final judicial approval of the Settlement Agreement. You will give up any right to sue Rapid Action, LLC (“Rapid Action”) separately about the same and/or similar legal claims at issue in this lawsuit (see page 4-5, number 7). If you are a current Rapid Action non-exempt employee, your decision as to whether or not to participate in the Settlement will not affect your employment with Rapid Action.
<b>MAIL-IN A WRITTEN EXCLUSION REQUEST</b>	<b>Exclude yourself from the settlement and get no payment, except as noted under Section 7 below.</b> If you want to opt-out of the Settlement, mail a signed written exclusion request to the Settlement Administrator that is postmarked no later than <b>insert, 2021</b> . To opt-out, your written statement must include your name (and former names, if any), current address, telephone number, last four digits of your social security number and signature, and must substantially state the following: “ <i>I received the Class Notice and I wish to opt out of the settlement in the case entitled Monique Lewis v. Rapid Action, LLC.</i> ” Opt-out requests that do not include all required information, or that are not timely submitted, will be disregarded. If you submit a valid and timely opt-out request, you will not be able to participate in the Settlement and will not be bound by either the Settlement or the Judgment.
<b>OBJECT</b>	If you participate in the Settlement, you may also object to the Settlement if you wish. To object, you must submit a written objection that includes your

	name, current address, last four digits of your social security number, dates of employment, the basis for any objection, any plans to address the Court at the Settlement Fairness Hearing, and a description of any legal briefs, papers or memoranda you propose to submit to the Court, to the Settlement Administrator that is postmarked no later than <u>insert</u> , 2021.
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## **BASIC INFORMATION**

### **1. Why did I get this notice?**

You have received this notice because Rapid Action’s company records indicate that you worked for Rapid Action as a non-exempt employee at a facility engaged in a trade dispute in California between the Settlement Period of July 17, 2016 through           , 2021 (a “Settlement Class Member”). The purpose of this notice is to advise you of the Settlement and your legal rights and options in this Settlement.

### **2. What is this lawsuit about?**

Plaintiff Monique Lewis (hereinafter referred to as “Plaintiff”) claims in the lawsuit that Rapid Action failed to pay straight and overtime wages, failed to provide meal and rest periods, failed to reimburse for business-related expenses, failed to provide accurate itemized wage statements, failed to timely pay waiting time penalties and final wages, and associated penalties. Based thereon, Plaintiff also included claims under California’s Business and Professions Code and claims for penalties pursuant to the Private Attorneys General Act of 2004. Rapid Action denies all of these allegations and asserts that it has fully complied with all of its legal obligations. Both Plaintiff and Rapid Action believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class.

### **3. What is a class action and who is involved?**

In a class action, one or more people sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The person who filed the lawsuit is called Plaintiff. The company Plaintiff has sued (in this case Rapid Action) is called the Defendant. The court resolves the issues for everyone in the Class except for those people who choose to exclude themselves from the Class. On insert, 2021, Judge Gary Nadler of Sonoma County Superior Court, the judge assigned in this lawsuit, issued an order preliminarily certifying the Settlement Class.

### **4. Has the Court decided who is right?**

The Court has made no ruling on the merits of the members of the Settlement Class’s claims and has determined only that certification of the Settlement Class for Settlement purposes is appropriate under California law.

## **THE SETTLEMENT**

### **5. Why is there a settlement?**

Both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Rapid Action denies all of the claims in the lawsuit. The Class Representative and her attorneys believe the Settlement is in the best interests of all Settlement Class Members.

**6. What does the Settlement provide?**

Under the terms of the Settlement, Rapid Action agrees to pay a Total Maximum Settlement Fund of \$500,000.00. Deducted from this amount will be sums approved by the court for attorneys' fees in the lawsuit not to exceed one third of the Total Maximum Settlement Fund, which is approximately \$166,650.00, reasonable costs incurred by Class Counsel in the lawsuit not to exceed \$15,000.00, a Service Award to Plaintiff for her services as the Class Representative not to exceed \$10,000.00, payment to the State of California Labor and Workforce Development Agency ("LWDA") of \$11,250.00 (75% of \$15,000.00) for alleged penalties and \$3,750.00 (25% of \$15,000.00) to be distributed to participating class members, and the fees and expenses of the Settlement Administrator in an amount not to exceed \$10,000.00. The cash amount left ("Net Settlement Amount") is available to pay Settlement Class Members who do not opt-out of the Settlement.

For each employee who does not opt-out of the Settlement, the Settlement Administrator will calculate the payment as follows: First, the Settlement Administrator shall reduce the Settlement Amount of \$500,000.00 by deducting (a) all attorneys' fees, costs and expenses of litigation approved by the Court and awarded to Class Counsel, (b) payment to the LWDA, (c) the enhanced payment for Plaintiff approved by the Court and awarded to Plaintiff, and (d) the sum to be paid to the Settlement Administrator associated with settlement administration expenses. Then, each Settlement Class Member's Share will be based on a ratio of his/her individual Pay Periods worked during the Settlement Period to the total Pay Periods worked by all Settlement Class Members who do not request exclusion. The individual settlement payment to each Settlement Class Member will be calculated by dividing the Settlement Class Member's individual Pay Periods by the total Pay Periods of all Settlement Class Members and multiplying by the Total Maximum Settlement Fund that remains after all deductions, (a) through (d) listed above, have been made. The amount you receive will depend on the number of valid exclusion requests submitted, and may be larger or smaller depending on how many valid opt-out requests are submitted.

**Rapid Action's records indicate that the total number of Pay Periods during which you worked as a non-exempt employee at any facility engaged in a trade dispute in California during the Settlement Period is [REDACTED].**

**Based on the foregoing formula, your proportionate share of the Settlement is approximately: \$[REDACTED]**

This amount was determined based on Rapid Action's record of your employment between July 17, 2016 and \_\_\_\_\_, 2021, and is presumed correct. If you disagree with the earnings information reflected on this notice, you may state the basis of your disagreement and submit



documentation supporting your position by no later than insert, 2021, to the Settlement Administrator. Please be advised that the Pay Period information listed above is presumed to be correct unless the documents you submit prove otherwise. Any decision by the Settlement Administrator with regard to the disputes as to your Pay Periods shall be final. The Settlement Administrator's contact information is listed below:

Rapid Action Settlement  
c/o Phoenix Class Action Administrative Solutions  
P.O. Box 7208  
Orange, CA 92867  
Telephone: (800) 523-5773

The Class Member Allocation Amounts shall be classified as 20% wages, 40% penalties, and 40% interest. The Settlement Administrator shall calculate and deduct from those amounts the employee's share of tax and other required withholdings, and then will pay the resulting amount to Settlement Class Members who do not exclude themselves from the Settlement. Nothing in this Notice or the Settlement is intended to be tax advice. Settlement Class Members are directed to consult with their own tax advisors concerning the tax consequences of the payments they receive.

**7. What am I giving up in exchange for the settlement benefits?**

If approved by the Court, the proposed Settlement Agreement will be binding on all Settlement Class Members who do not timely opt out of the settlement. If you do not opt out of the settlement and the settlement is given final approval, you will release the right to assert all settled claims as described herein below. The "Released Parties" mean: Rapid Action, TotalMed Staffing Inc., Providence Saint Joseph Eureka, Petaluma Valley Hospital, Queen of the Valley, Redwood Memorial Hospital, St. Joseph's Hospital, and Santa Rosa Memorial Hospital and their respective former, current and future parent companies, subsidiaries, affiliates, shareholders, members, principals, heirs, joint employers, representatives, auditors, consultants, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, investors, and assigns, fiduciaries, trustees, and company-sponsored employee benefit plans.

By agreeing to be part of the Settlement, you are agreeing to release the following claims you have against the Released Parties, including any and all claims, rights, demands, damages, liabilities and causes of action, whether known or unknown, contingent or vested, in law or in equity, arising at any time during the Settlement Period for unpaid wages or other compensation, and/or related penalties, interest, costs, attorneys' fees, and/or injunctive or other equitable remedies, allegedly owed or available, against Defendant TotalMed Staffing Inc., Providence Saint Joseph Eureka, Petaluma Valley Hospital, Queen of the Valley, Redwood Memorial Hospital, St. Joseph's Hospital, and Santa Rosa Memorial Hospital and their respective former, current and future parent companies, subsidiaries, affiliates, shareholders, members, principals, heirs, joint employers, representatives, auditors, consultants, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, investors, and

assigns, fiduciaries, trustees, and company-sponsored employee benefit plans allegedly owed or available, arising out of, or related to the claims, allegations and operative facts asserted in the operative complaint, or which could have been asserted in the Action based on the alleged facts in the operative complaint, including: (1) failure to pay for all hours worked in violation of the California Labor Code; (2) failure to pay overtime; (3) failure to pay minimum wage; (4) failure to authorize and/or permit meal breaks; (5) failure to authorize and/or permit rest breaks; (6) failure to reimburse for business-related expenditures; (7) failure to furnish accurate wage statements; (8) waiting time penalties; (9) Unfair Business Practices in Violation of Business and Professions Code section 17200, et. seq.; (10) all claims under California Labor Code section 2699 (Private Attorneys General Act) or for civil penalties that could have been premised on exhaustion letters filed with the LWDA by Plaintiff, and violation of or liability under California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1199, the relevant Wage Orders issued by the Industrial Welfare Commission, any and all claims for 2802, 2698, et. seq., California Business & Professions Code section 17200 *et seq.*, based on the alleged labor code sections, the relevant Wage Orders issued by the Industrial Welfare Commission, any and all claims for attorneys' fees and costs, and/or California Code of Civil Procedure section 1021 arising therefrom.

Additionally, any Participating Class Member who cashes his or her settlement check (and, in so doing, becomes an FLSA Settlement Class Member) will be deemed to have opted into the action for purposes of the Fair Labor Standards Act and, as to those FLSA Settlement Class Members, the Released Claims include any and all claims the FLSA Settlement Class Members may have under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. arising during the Settlement Period relating to the alleged claims. Only those Participating Class Members who cash their settlement check will be deemed to have opted into the action for purposes of the Fair Labor Standards Act and thereby released and waived any of their claims under the Fair Labor Standards Act relating to the alleged claims. The back of the check issued to each putative class member shall contain language that by endorsing/signing the check, the putative class member is opting in and releasing any claims under the FLSA arising during the Settlement Period.

If you do not cash your check within 180 days of issuance, your check will be void and the amount represented by the uncashed check plus interest on that sum at the legal rate of interest from the date of entry of the initial judgment will be paid over to the California State Controller's Office in your name. Additionally, even if you do not cash your check, you will be deemed to have waived irrevocably any right in or claim to your settlement share and will be bound by the terms of the settlement and the release, with the exception of the FLSA claim.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

## **8. How do I get a payment?**

If you received this notice by mail, you will receive an Individual Settlement Payment automatically if you do not exclude yourself from the Settlement.

## **9. When will I get my payment?**

Individual Settlement Payments will be mailed to Settlement Class members who are eligible to receive benefits under the Settlement after the court approves the Settlement, and if there are any appeals, after time for appeals has ended and any appeals have been resolved.

## WHO IS IN THE SETTLEMENT CLASS

### 10. Which current and former employees are included?

You are part of the Settlement Class if you worked as a non-exempt employee of Rapid Action at any facility engaged in a trade dispute in California at any time between July 17, 2016 to [REDACTED] 2021.

### 11. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the Settlement Administrator at the phone number or address listed in Question 15.

## YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Settlement Class or opt-out of the Settlement Class by insert, 2021.

### 12. What happens if I do nothing at all?

You don't have to do anything now if you want to receive a share of the money from this settlement between Rapid Action and the Plaintiff. By doing nothing you stay in the Settlement Class and you keep the possibility of getting money that may come from this settlement, and you give up any rights to sue Rapid Action separately about the claims referenced in Section 7.

### 13. How do I ask the Court to exclude me from the Settlement Class?

Settlement Class members may exclude themselves ("opt-out") from the Settlement Class by submitting a signed written exclusion request to the Settlement Administrator by mail to Rapid Action Settlement, c/o \*\*\*\* insert \*\*\*, on or before insert, 2021. To opt-out, your written statement must include your name (and former names, if any), current address, telephone number, the last four digits of your social security number, and your signature, and must substantially state the following: "*I received the Class Notice and I wish to opt out of the settlement in the case entitled Monique Lewis v. Rapid Action, LLC.*" Opt-out requests that do not include all required information, or that are not submitted timely, will be disregarded. Persons who submit valid and timely opt-out requests will not participate in the Settlement and will not be bound by either the Settlement or the Judgment. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

### 14. What happens if I exclude myself from the Settlement?

If you exclude yourself now, you will not be bound by, and will not get anything from the Settlement. If you ask to be excluded, you will not get an Individual Settlement Payment, and you cannot object to the Settlement. But you may sue Rapid Action in the future asserting similar claims as referenced in Section 7, subject to any defenses that Rapid Action may assert.

**15. What if I want to object to the Settlement?**

If you are a Settlement Class member, believe that the Settlement should not be finally approved by the Court for any reason, and want the Court to consider your objection, then on or before insert, 2021, you need to mail a written objection containing your name, address, and telephone number, social security number, dates of employment, the factual and legal basis of your objection, your signature, any plans to address the Court at the Settlement Fairness Hearing, and a description of any legal briefs, papers or memoranda you propose to submit to the Court, to the Settlement Administrator at the address below. You cannot exclude yourself by phone. If you want to object and are represented by an attorney, the written objection shall include the name and address of your attorney. You may appear at the Settlement Fairness Hearing in order to have your objections heard by the Court even if you did not submit a written objection.

Settlement Administrator  
Rapid Action Settlement  
c/o Phoenix Class Action Administrative Solutions  
P.O. Box 7208  
Orange, CA 92867  
Telephone: (800) 523-5773

DO NOT submit both an opt-out statement and an objection. If you submit both, the objection will be disregarded. All objections or other correspondence must state the name and number of the case. If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will still receive a portion of the PAGA Payment because the request for exclusion does not apply to this claim.

**16. What's the difference between objecting and asking to be excluded?**

Objecting is simply telling the court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. If your objection is overruled, you will be part of the Settlement, will release your claims, and will receive the payments.

Excluding yourself is telling the court that you do not want to be part of the Settlement Class. If you exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

## **THE LAWYER REPRESENTING YOU**

**17. Do I have a lawyer in this case?**

The Court decided that Ashkan Shakouri is qualified to represent you and all Settlement Class

Members. The law firm is called “Class Counsel.” If you have any questions regarding the case or this notice, or you want to communicate with the lawyers representing the Plaintiff, you may contact them at:

**COUNSEL FOR PLAINTIFF:**  
Ashkan Shakouri, Esq.  
SHAKOURI LAW FIRM  
11601 Wilshire Blvd., Fifth Floor  
Los Angeles, CA 90025  
Tel: (310) 575-1827  
Fax: (310) 575-1872

**18. How will the costs and attorney’s fees for the lawsuit and the Settlement be paid?**

Subject to court approval, Rapid Action agrees to pay up to \$166,650.00 in attorney’s fees, as well as reasonable costs in the amount of up to \$15,000.00 to Class Counsel. Subject to court approval, Rapid Action also agrees to pay the Class Representative up to \$10,000.00 as an enhancement fee for her participation in this lawsuit and for taking on the risk of litigation. The court may award less than these amounts. Rapid Action shall pay the Settlement Administrator’s costs and fees associated with administering the Settlement in an amount up to \$10,000.00.

## **THE FAIRNESS HEARING**

The judge will hold a hearing to decide whether to approve the Settlement.

**19. When and where will the court decide whether to approve the settlement?**

The court will hold a hearing at Superior Court of California for the County of Sonoma, located at 3055 Cleveland Avenue, Santa Rosa, California 95403 in Department 19 on **insert**, 2021, at **insert time**. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the court will consider whether the Settlement is fair, reasonable, and adequate. If there are any objections, the judge will consider them. At this hearing, the court will also decide how much to pay Class Counsel and how much to pay Plaintiff as an enhancement fee.

**20. Address Change**

If you move before settlement payments are made, or if the address on this notice is incorrect in any way, it is your responsibility to notify the Settlement Administrator of your updated address to ensure your receipt of your share of the settlement funds.

Please note that your contact information was obtained for purposes of this Settlement only, by Order of the Court, and will not be utilized for any other purpose other than this pending Settlement. Counsel will use all reasonable means to protect your information.

## **GETTING MORE INFORMATION**

This Notice only summarizes the lawsuit and proposed Settlement. More details are in the Settlement Agreement and you can get a copy of the Settlement Agreement by viewing the

settlement located on the Settlement Administrator's website at [\[REDACTED\]](#) or by contacting the Settlement Administrator or Class Counsel.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.**