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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE COUNTY OF SACRAMENTO**  
17

18 CINDY LABRASCA, individually and on  
19 behalf of all others similarly situated,

20 Plaintiffs,

21 v.

22 LIRON, INC., a California corporation, and  
23 DOES 1-50, inclusive,

24 Defendants.  
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Case No. 34 019 0256445

**JOINT STIPULATION OF CLASS  
ACTION SETTLEMENT**

The Hon. Gerrit W. Wood, Dept. 31

Action Filed: May 14, 2019

1 This Joint Stipulation for Settlement of Class Action (“Stipulation”) is made and entered  
2 into by and between Plaintiff Cindy LaBrasca (“Plaintiff”) and Defendant Liron, Inc.  
3 (“Defendant”), collectively referred to as the “Parties.” The Parties hereby agree that the Lawsuit  
4 shall be settled on the terms and conditions set forth in this Stipulation.

5 Following extensive settlement negotiations between their respective Counsel, the Parties  
6 have agreed to settle the entire Lawsuit on the terms set forth in this Stipulation subject to  
7 approval by the Court. The settlement set forth in this Stipulation shall include all of the claims  
8 asserted against Defendant in the Lawsuit, as well as all other claims encompassed by the release  
9 described in this Stipulation.

10 **I. DEFINITIONS**

11 1. **“Administrative Fees and Costs”** means the amount of fees and costs awarded by  
12 the Court to the Settlement Administrator for the managing and processing of the  
13 settlement, including, but not limited to, printing, distributing, and tracking notices  
14 for this Settlement, calculating estimated amounts per Class Member, tax reporting,  
15 distributing the Plaintiff Incentive Award, individual Settlement Payments from the  
16 Net Settlement Amount, and Class Counsel’s Attorneys’ Fees and Costs, providing  
17 necessary reports and declarations, and other duties and responsibilities set forth  
18 herein to process this Settlement, as requested by the Parties. The Claims  
19 Administration Fees and Costs are estimated to be Eight Thousand Dollars  
20 (\$8,000.00). All Claims Administration Fees and Costs will be paid from the  
21 Maximum Settlement Amount, including any such costs in excess of the amount  
22 originally represented by the Settlement Administrator as being the maximum costs  
23 necessary to administer the Settlement.

24 2. **“Attorneys’ Fees and Costs”** means attorneys’ fees and costs agreed upon by the  
25 Parties and approved by the Court for Class Counsel’s litigation and resolution of  
26 this Lawsuit, and all fees and costs incurred and to be incurred by Class Counsel in  
27 the Lawsuit, including, but not limited to, fees and costs associated with  
28 documenting the Settlement, providing any notices required as part of the

1 Settlement or Court order, securing the Court’s approval of the Settlement,  
2 administering the Settlement, obtaining entry of the judgment terminating this  
3 Lawsuit, resolving any disputes that would arise out of or relating to the  
4 administration and/or performance of the terms of this Settlement Agreement, and  
5 expenses for any experts. Class Counsel’s Fees and Expenses shall not include the  
6 Settlement Administration Costs. Subject to Court approval, Class Counsel will  
7 receive up to one-third (1/3) of the Maximum Settlement Amount plus Class  
8 Counsel’s expenses, such expenses not to exceed Ten Thousand Dollars and Zero  
9 Cents (\$10,000.00). Thus, Defendant agrees that it will not oppose a motion for  
10 Class Counsel’s Fees of up to Thirty-One Thousand Six Hundred Sixty-Six Dollars  
11 and Sixty-Seven Cents (\$31,666.67) – plus Class Counsel’s expenses, not to exceed  
12 Ten Dollars (\$10,000.00), subject to the Court finally approving this Settlement. In  
13 consideration of the awarded attorneys’ fees and expenses, Class Counsel waives  
14 all claims to any further attorneys’ fees and expenses in connection with the  
15 Lawsuit. All Class Counsel’s Attorneys’ Fees and Costs will be paid from the  
16 Maximum Settlement Amount. To the extent the Court awards less than the  
17 requested attorneys’ fees and/or expenses to Class Counsel, the amounts reduced  
18 shall be available in the Net Settlement Amount to pay Settlement Payments to  
19 Participating Class Members. Defendant agrees it will be responsible for its own  
20 attorneys’ fees and expenses in connection with this Lawsuit.

- 21 3. **“Settlement Administrator”** means and refers to Phoenix Settlement  
22 Administrators, or any other experienced third-party administrator that shall be  
23 designated by the Parties and approved by the Court who will manage the notice  
24 and settlement process and procedures and administer the Settlement Account set  
25 forth herein.
- 26 4. **“Opt-Out/Objection Deadline”** means the deadline for submitting written requests  
27 to be excluded or written objections by Settlement Class Members. The Opt-  
28 Out/Objection Deadline is sixty (60) days from the date of mailing of the

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Settlement Notice, or such other date as shall be set by the Court.

- 5. **“Class Member”** means any person who is included within the Settlement Class.
- 6. **“Class Period”** means the period beginning May 14, 2015 through and including October 8, 2020.
- 7. **“Court”** means the Superior Court of the State of California, County of Sacramento.
- 8. **“Effective Date”** means (a) if there are no objections to the Settlement, the date of entry by the Court of an order and judgment finally approving this Stipulation, along with an order granting final approval and judgment, or (b) if there are objections to the Settlement which are not withdrawn prior to entry by the Court of an order and judgment finally approving this Stipulation, the later of: (i) expiration of all potential appeal periods without a notice of appeal being filed of the final approval order or judgment; (ii) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.); (iii) final disposition of any supplemental or subsequent proceedings resulting from any appeal(s) which affirm and make final the final approval order and judgment.
- 9. **“Final Settlement Approval Hearing”** means the final fairness hearing in which the Court will rule whether this Settlement is fair, adequate, and reasonable as to its terms and conditions. During the Final Settlement Approval Hearing, the Court will also address objections to the Settlement, if any, and Class Counsel’s request for Attorneys’ Fees and Costs and Administration Fees and Costs.
- 10. **“Lawsuit”** means the action *Cindy LaBrasca v. Liron, Inc.*, Case No. 34 2019 00256445, filed in the Superior Court of the State of California, County of Sacramento.
- 11. **“Maximum Settlement Amount”** means a non-reversionary and common fund, the value of which is the absolute maximum amount Defendant shall be required to

1 make toward the settlement of this action of Ninety-Five Thousand Dollars and  
2 Zero Cents (\$95,000).

3 12. “**Named Plaintiff**” means Cindy LaBrasca.

4 13. “**Net Settlement Amount**” (“NSA”) means the value of the Maximum Settlement  
5 Amount (\$95,000), less the Court’s award of Class Counsel’s Attorneys’ Fees and  
6 Costs, Administration Fees and Costs, and Plaintiff’s Incentive Award, all subject  
7 to Court approval.

8 14. “**Opt-Out**” means any Class Member who timely files a Request for Exclusion  
9 with the Settlement Administrator.

10 15. “**Participating Class Members**” means any member of the Settlement Class who  
11 does not Opt-Out from the Settlement.

12 16. “**Class Counsel**” means Larry W. Lee (SBN 228175), Kristen M. Agnew (SBN  
13 247656) and Nick Rosenthal (SBN 268297) of the law firm Diversity Law Group,  
14 P.C.

15 17. “**Plaintiff’s Incentive Award**” means the payment of Five Thousand Five Hundred  
16 Dollars (\$5,500), subject to approval by the Court, to Named Plaintiff for her risk,  
17 time, and service in prosecuting the Lawsuit.

18 18. “**Released Claims**” means any and all causes of action, claims, damages, equitable,  
19 legal and administrative relief, interest, demands or rights, whether based on  
20 federal, state or local statute, common law, ordinance, or regulation or any other  
21 source, that arose or could have arisen during the Class Period that were or could  
22 have been asserted based on the facts and claims that were alleged in the Lawsuit,  
23 including any and all claims for: penalties, liquidated damages, premium wages,  
24 expenses, injunctive relief, attorneys’ fees, costs, interest and unpaid wages,  
25 relating to claims for violation of: the Fair Labor Standards Act, including but not  
26 limited to 29 U.S.C. §§ 207 and 216; the California Code of Regulations, Title 8,  
27 §11000, *et. seq.*; the Industrial Welfare Commission Wage Orders; the California  
28 Labor Code, including but not limited to §§201-203, 210, 218.5, 218.6, 225.5, 226,

1 226.2, 226.3, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,  
2 1197, 1197.1, and 2802; claims for injunctive relief and restitution under California  
3 unfair competition law and Business & Professions Code § 17200; and claims for  
4 recovery of statutory penalties and/or attorneys' fees and/or interest under  
5 California Labor Code §§ 218.5, 218.6, 1194.2, and 1197.1.

6 19. **"Releasees"** means Defendant and its present and former affiliates, parent  
7 companies, and subsidiaries, and their respective owners, shareholders, officers,  
8 members, partners, managers, directors, employees, agents, heirs, trustees,  
9 representatives, attorneys, accountants, insurers, reinsurers, consultants, clients,  
10 employers, property owners, predecessors, successors and assigns and each and all  
11 of their respective shareholders, officers, members, partners, managers, directors,  
12 employees, agents, trustees, representatives, attorneys, accountants, payroll  
13 companies, insurers, past, present, and future, and all persons acting under, by,  
14 through or in concert with any of them.

15 20. **"Request for Exclusion"** means a written request for exclusion which natural  
16 persons in the Settlement Class may send to the Settlement Administrator in order  
17 to exclude themselves from the Settlement Class.

18 21. **"Settlement Account"** means the financial institution account, which will hold in  
19 trust the Settlement Amount that is to be distributed to the Settlement Class, Class  
20 Counsel, the Settlement Administrator, and the Named Plaintiff.

21 22. **"Settlement Class"** means all natural persons who were employed as medical  
22 examiners by the Defendant in the State of California during the period  
23 commencing May 14, 2015, and running through October 8, 2020. The Settlement  
24 Class will not include any person who submits a timely Request for Exclusion.  
25 There are approximately 185 Settlement Class Members who worked during the  
26 Class Period.

27 23. **"Settlement Notice"** means the Notice of Proposed Class Action (attached hereto  
28 as Exhibit 1).

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24. “Settlement Payments” means payments from the Settlement Amount to Participating Class Members.

25. “Settlement” means this Settlement Agreement and Release.

26. “Unknown Claims” means any and all labor law causes of action and claims relating to those alleged in the Lawsuit, and any and all causes of action and claims that have been, could have been, may be or could be alleged by a Participating Class Member or Named Plaintiff based on the allegations made in the Lawsuit.

**II. CERTIFICATION OF THE CLASS**

For purposes of the Settlement set forth in this Stipulation, the Parties agree that the Court shall certify a settlement class defined as: All natural persons who were employed as medical examiners by the Defendant, by or on behalf of Defendant in the State of California during the Class Period.

For purposes of the Settlement set forth in this Stipulation only, Plaintiff contends, and Defendant does not dispute, that the requisites for certifying the Settlement Class are satisfied, specifically:

The Class set forth above contains sufficient members such that it is impracticable to join all Class Members;

The Settlement Class is ascertainable;

Common questions of law and fact exist;

The claims of the Named Plaintiff are typical of the claims of the Class Members and the Named Plaintiff is an adequate class representative;

Class Counsel are adequate to represent the Settlement Class;

The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which could establish incompatible standards of conduct; and

Questions of law and fact common to the members of the Settlement Class predominate over questions affecting individual members of the Settlement Class and a class action is superior to other available means for the fair and efficient adjudication

1 of the controversy.

2 By entering into this Stipulation, Defendant admits no liability, and explicitly denies any  
3 liability or wrongdoing of any kind arising from any of the claims alleged in the Lawsuit. In  
4 particular, Defendant contends that the Class Members were at all times properly and timely  
5 classified and paid, that any applicable meal and rest breaks were authorized and permitted, and  
6 that all necessary business expenses were reimbursed pursuant to applicable law. Defendant has  
7 entered into this Stipulation solely to avoid the expense, risk, and nuisance of continued litigation.

8 Plaintiffs and Class Counsel investigated this case thoroughly and acquired extensive  
9 information and documents from Defendant. Counsel for all Parties performed a thorough  
10 analysis of the law and facts and exchanged such information relating to the claims asserted in the  
11 Lawsuit, a process which took place for a period of nearly a year and a half. Based upon their  
12 investigation, and taking into account the sharply contested issues, the expense and time necessary  
13 to pursue the action through trial, the risks and costs of further prosecution of the Lawsuit, the  
14 uncertainties of complex litigation, the prior experience of Class Counsel in similar cases, and the  
15 substantial benefits to the Class Members, Plaintiff and Class Counsel believe that a settlement  
16 with Defendant on the terms set forth herein is fair, reasonable, adequate and in the best interests  
17 of the Class Members. Plaintiff, on her own behalf and on behalf of the Class Members, has  
18 agreed to settle the Lawsuit on the terms set forth herein.

19 **III. TERMS OF SETTLEMENT**

20 It is agreed by and among Plaintiff, Settlement Class Members, Participating Class  
21 Members and Defendant that the Lawsuit and any claims, damages, or causes of action arising out  
22 of the disputes which are the subject of the Lawsuit be settled and compromised as between the  
23 Plaintiff, Settlement Class Members, Participating Class Members and Releasees, subject to the  
24 terms and conditions set forth in this Stipulation and the approval of the Court. For and in  
25 consideration of the mutual covenants contained herein, the Parties agree subject to approval by  
26 the Court as follows:

27 **A. PLAN OF ALLOCATION AND DISTRIBUTION OF THE SETTLEMENT**

28 a. Defendant shall, subject to the conditions and releases set forth hereinafter,



1 pay the total amount of Ninety-Five Thousand Dollars (\$95,000) (“Maximum Settlement  
2 Amount”), into the Settlement Account within ten (10) business days of the Effective Date  
3 following the Court’s final approval of the Settlement, which sums will be used to make the  
4 distributions set forth below. It is understood and agreed that, notwithstanding the transfer of  
5 funds to the Settlement Account, such funds shall, until final distributions are made, be deemed to  
6 be in the custody of the Court to the same extent as if the funds had been deposited directly into  
7 the Court. The Maximum Settlement Amount represents the absolute maximum amount  
8 Defendant shall be required to make toward the Settlement of this action.

9           b.       The Maximum Settlement Amount shall be used to cover all payments to  
10 Class Members, Class Counsel Attorneys’ Fees and Costs, Administrative Fees and Costs, and  
11 Plaintiff’s Incentive Award. Payment of the Maximum Settlement Amount by Defendant is  
12 strictly for the purpose of compromising a disputed matter and shall not be construed as an  
13 admission of liability or as compensation for purposes of determining eligibility for any employee  
14 benefit provided by Defendant or by law, including but not limited to vacation, holiday, sick leave,  
15 401(k) or other health and welfare benefit. Any amounts not awarded in Class Counsel Attorneys’  
16 Fees and Costs, Administrative Fees and Costs, and Plaintiff’s Incentive Award shall be included  
17 in the Net Settlement Amount. The Maximum Settlement Amount is non-reversionary.

18           c.       The Net Settlement Amount of the Maximum Settlement Amount  
19 remaining after payment of Administrative Fees and Costs, Class Counsel’s Attorneys’ Fees and  
20 Costs, and the Plaintiff’s Incentive Award (the “Net Settlement Amount” or “NSA”) shall be paid  
21 to Participating Class Members in accordance with the terms of this Settlement. The Parties  
22 estimate the Net Settlement Amount will be approximately Thirty-Nine Thousand Eight Hundred  
23 Thirty-Three Dollars and Thirty-Three Cents (\$39,833.33). The Entire Net Settlement Amount  
24 will be paid to the Participating Class Members.

25           d.       In order to determine the amount of the Net Settlement Amount to which  
26 each Participating Class Member is entitled, the Settlement Administrator will be provided with  
27 specific data for each Participating Class Member. The Settlement Payment for each Participating  
28 Class Member shall be calculated as follows: (a) the number of appointments completed by the

1 Participating Class Member by Defendant from the period commencing on May 14, 2015 and  
2 ending on December 31, 2018; divided by (b) the aggregate number of appointments for all  
3 Participating Class Members made during the period commencing on May 14, 2015 and ending on  
4 December 31, 2018; and then multiplied by (c) the Net Settlement Amount; provided, however,  
5 that any Participating Class Member who does not have any appointments within the period  
6 commencing on May 14, 2015 and ending on December 31, 2018, shall receive a minimum  
7 payment of Fifteen Dollars (\$15.00). This calculation shall be based on Defendant's books and  
8 records. For purposes of these calculations, only completed appointments shall be included.

9 e. Each Named Plaintiff, Participating Class Member and Class Counsel who  
10 receives payment pursuant to this Settlement shall be solely responsible for the payment of any  
11 and all tax liability and other withholdings, if any, related to such payment and shall indemnify  
12 Defendant from any failure to make such payments.

13 f. Any checks issued by the Claims Administrator to Class Members shall be  
14 negotiable for not less than one hundred and eighty (180) days from the date of their issuance.  
15 This is a non-reversionary settlement. All Individual Settlement Payments to Class Members that  
16 remain un-cashed within one hundred eighty (180) days of the mailing of Settlement Payment  
17 Checks by the Claims Administrator shall be paid out pursuant to California Code of Civil  
18 Procedure section 384 to the following *cy pres* recipient: Legal Aid at Work.

19 **B. ATTORNEYS' FEES AND COSTS AND ADMINISTRATION FEES AND**  
20 **COSTS**

21 a. Except as provided herein, Plaintiff, the Settlement Class, the Participating  
22 Class Members, except for those who exclude themselves, and Defendant shall each bear  
23 his/her/its own attorneys' fees and costs. All amounts awarded to Class Counsel as Attorneys'  
24 Fees and Costs under this Settlement shall be paid out of the Maximum Settlement Amount. The  
25 allowance, disallowance, or modification by the Court of the application of Class Counsel for an  
26 award of attorneys' fees and costs is not part of this Settlement and is intended to be considered by  
27 the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy  
28 of the Settlement. Any order or proceedings relating to the attorneys' fees application by Class

1 Counsel, or any appeal from any order relating thereto or modification or reversal thereof, shall  
2 not operate to terminate or cancel the Settlement, or affect or delay the finality of any order of  
3 final approval and judgment entered by the Court.

4 b. The Named Plaintiff, the Settlement Class and Participating Class Members  
5 shall not seek payment of attorneys' fees or reimbursement of costs except as set forth herein.

6 c. The Settlement Administrator shall acknowledge that it has fiduciary  
7 obligations to the Named Plaintiff, the Settlement Class, and Defendant. The Settlement  
8 Administrator shall attest that it will not allow any disbursements to be made from the Settlement  
9 Account, except as expressly authorized by this Settlement or as ordered by the Court. These  
10 administration duties shall include without limitation, mailing notices, performing address updates  
11 and verifications as necessary prior to the first mailing, performing a single address follow up on  
12 any returned mail, the calculation, processing, and mailing of all settlement checks, and sending  
13 out reminder letters 30 days before the check void date.

14 **C. PLAINTIFFS' INCENTIVE AWARD**

15 a. Defendant shall not contest a request by Named Plaintiff that the Court  
16 award her an incentive award, not to exceed Five Thousand Five Hundred Dollars (\$5,500) to be  
17 paid by the Settlement Administrator from the Maximum Settlement Amount as consideration,  
18 among other things, for the time and effort she expended in her role as class representative. Any  
19 order or proceedings relating to the Plaintiff's Incentive Award, or any appeal from any order  
20 relating thereto or modification or reversal thereof, shall not operate to terminate or cancel the  
21 Settlement, or affect or delay the finality of any order of final approval and judgment entered by  
22 the Court.

23 b. Plaintiff's Incentive Award will be funded solely through the Maximum  
24 Settlement Amount and will be in addition to any Settlement Payment Named Plaintiff may be  
25 entitled to receive as a Participating Class Member.

26 **D. RELEASES**

27 a. Upon entry of the final approval order and judgment, Named Plaintiff, the  
28 Settlement Class and Participating Class Members, release the Releasees from the Released

1 Claims that existed or came into existence between four years prior to the filing of the Complaint  
2 through October 8, 2020, inclusive, that were or could have been asserted based on the facts and  
3 claims pleaded in the Lawsuit, including but not limited to:

4 i. All statutes/ordinances referenced in the Lawsuit and corresponding  
5 provisions of the California Industrial Welfare Commission Wage Orders and the California Code  
6 of Regulations, including but not limited to (1) Labor Code §§201-203, 210, 218.5, 218.6, 225.5,  
7 226, 226.2, 226.3, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1  
8 and 2802, as related to the above claims, (2) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*  
9 and (3) all related provisions allegedly relating to the claims in the Lawsuit for continuing wages,  
10 failure to pay wages, failure to pay wages in a timely manner, failure to pay minimum wages,  
11 failure to pay overtime, failure to provide allegedly required wage statements, failure to provide  
12 meal or rest breaks, failure to reimburse for necessary business expenses, liquidated damages, civil  
13 penalties, premium wages, claims for injunctive relief and restitution under California unfair  
14 competition law and Business & Professions Code § 17200, interest, costs and attorneys’ fees,  
15 including Code of Civil Procedure Section 1021.5 and Civil Code Section 3287.

16 ii. Any of the facts, transactions, events, occurrences, acts, disclosures,  
17 statements, omissions, or failures to act were or could have been asserted based on the facts and  
18 claims pleaded in the Lawsuit.

19 iii. The claims described above are referred to herein as the “Released  
20 Claims.”

21 b. In order to achieve a full and complete release of Releasees, execution of  
22 this Settlement by the Named Plaintiff is intended to effect a release by each Participating Class  
23 Member (which includes any legal heirs and/or successors-in-interest of each Participating Class  
24 Member) and is intended to include in its effect all Released Claims as to all Participating Class  
25 Members. For purposes of a release of any claims under the Fair Labor Standards Act, 29 U.S.C.  
26 § 201 *et seq.*, only, settlement checks will bear a notation that states: “By cashing this check,  
27 person to whom the check is made is agreeing that he or she has waived and released all claims  
28 under the Fair Labor Standards Act based on the facts alleged in *Cindy LaBrasca v. Liron, Inc.*,

1 Case No. 34 2019 00256445, filed in the Superior Court of the State of California, County of  
2 Sacramento, including claims for unpaid wages or overtime, penalties, premium wages, interest  
3 and attorneys' fees and costs through October 8, 2020.”

4 c. As of the Effective Date, the Named Plaintiff for herself only hereby  
5 releases and waives any and all claims of any kind whatsoever, known, or unknown, against the  
6 Releasees through the Effective Date. Named Plaintiff releases the Releasees from all claims,  
7 demands, rights, liabilities and causes of action of every nature and description whatsoever, known  
8 or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of  
9 any state or federal statute, rule or regulation arising out of, relating to, or in connection with any  
10 act or omission by or on the part of any of the Releasees committed or omitted prior to the  
11 execution hereof with the sole exception of any claims which cannot be released as a matter of law  
12 including workers compensation claims (the release set forth in this Paragraph shall be referred to  
13 hereinafter as the “General Release”). The General Release includes any unknown claims Named  
14 Plaintiff does not know or suspect to exist in her favor at the time of executing the General  
15 Release and that, if known by her, would have materially affected her settlement with, and release  
16 of, the Releasees or might have affected her decision not to object to this Settlement or the General  
17 Release.

18 d. As to the Released Claims, Named Plaintiff, and Participating Class  
19 Members shall be deemed to have acknowledged and agreed that: (1) their claims for  
20 compensation and any other payments and/or interest in the Lawsuit are disputed; and (2) the  
21 payments under Settlement constitute full payment of any amounts allegedly due to them. In light  
22 of the payment by Defendant of the Maximum Settlement Amount, the Named Plaintiff and each  
23 Participating Class Member shall be deemed to have acknowledged and agreed that such payment  
24 shall constitute full payment of all claims of Participating Class Members for disputed wages,  
25 interest, penalties, costs, liquidated damages, expenses, premium wages, attorneys fees and costs  
26 allegedly owed by Defendant in this Lawsuit, which shall be deemed to have been paid in  
27 compliance with Labor Code section 206.5, which provides in pertinent part as follows:

28 “No employer shall require the execution of any release of any claim

1 or right on account of wages due, or to become due, or made as an  
2 advance on wages to be earned, unless payment of such wages has  
3 been made.”

4 e. With respect only to the General Release for the Named Plaintiff, the  
5 Named Plaintiff shall be deemed to have expressly waived and relinquished to the fullest extent  
6 permitted by law with respect to the facts plead in the Lawsuit, the provisions, rights and benefits  
7 afforded by section 1542 of the California Civil Code, which provides:

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

15 **E. NOTICE PROCESS TO THE SETTLEMENT CLASS**

16 The Parties agree to the following procedures for notifying the Settlement Class:

17 a. No later than ten (10) days after receipt of notice of the Court’s entry of an  
18 Order of Preliminary Approval of the Settlement, Defendant shall provide the following  
19 information about each Class Member in a format requested by the Settlement Administrator: (1)  
20 name, (2) last known mailing address, (3) the number of completed appointments each of Class  
21 Member during the period commencing on May 14, 2015 and ending on December 31, 2018, and  
22 (5) the last four digits of each Class Member’s Social Security number (collectively the “Class  
23 List”).

24 b. The Settlement Administrator will perform address updates and verification  
25 as necessary prior to the first mailing by using the National Change of Address (“NCOA”)  
26 database. No later than fourteen (14) days after receipt of the Class List and subject to the  
27 approval of the Court, the Settlement Administrator shall mail copies of the Settlement Notice to  
28 all identified members of the Settlement Class, attached hereto as Exhibit 1.

1           c.       The Class List, and any other data provided by Defendant to the Settlement  
2 Administrator, shall be treated as confidential and not subject to disclosure by the Settlement  
3 Administrator to Class Counsel, except that relevant information may be provided to Class  
4 Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry  
5 from a Class Member. The names of Opt-Outs shall be released to Class Counsel if requested by  
6 the Court. At no time during the settlement process will any Class Member's address, email,  
7 telephone number or Social Security number be filed with the Court, except under seal as may be  
8 ordered by the Court. The Settlement Administrator shall ensure that the Notice and any other  
9 communications to Class Members shall not include the Class Members' Social Security Number,  
10 except for the last four digits.

11           d.       The Settlement Administrator will mail the Settlement Notice to all  
12 identified members of the Settlement Class by first-class mail to the most recent address known or  
13 reasonably determinable. The Settlement Administrator shall promptly notify counsel for  
14 Defendant of the date of mailing of the Settlement Notice. If a Settlement Notice is returned to the  
15 Settlement Administrator because of an incorrect address, within ten (10) calendar days of the date  
16 of the original mailing, the Settlement Administrator will search for a more current address for the  
17 Class Member by using the NCOA research database. If a more current address for the Class  
18 Member is obtained, the Settlement Administrator shall re-mail the Settlement Notice within five  
19 (5) calendar days of the document's return.

20           e.       The Settlement Notice shall provide that any member of the Settlement  
21 Class who wishes to object to the Settlement may send to the Settlement Administrator (who will  
22 immediately fax or email a copy of all such Notices, if any, to all counsel for the Parties) a written  
23 statement objecting to the Settlement, setting forth the grounds for the objection. The objection  
24 must be postmarked by the Opt-Out/Objection Deadline. Class Members who mail a timely  
25 written objection in the manner specified above shall be deemed to have limited any objections to  
26 the Settlement to matters they might bring forward at the Final Settlement Approval hearing and  
27 shall be forever foreclosed from making any objection (whether by appeal or otherwise) to the  
28 Settlement. Written objections shall be mailed or otherwise transmitted to the Settlement

1 Administrator.

2 f. No appearance is necessary by the objector at the Final Settlement Approval  
3 hearing, but any Class Member who has not filed a timely opt-out Notice with the Settlement  
4 Administrator may so appear and voice his or her objections to approval of the Settlement.

5 g. The Settlement Notice shall advise Class Members who wish to be excluded  
6 from the Settlement that they must mail a written request for exclusion from the Settlement Class  
7 to the Settlement Administrator (“Request for Exclusion”). The Request for Exclusion must state  
8 that the Class Member does not wish to participate in the instant settlement. The Request for  
9 Exclusion must be sent by first-class mail postage prepaid with a postmark that is no later than the  
10 Opt-Out/Objection Deadline, as set forth in the Class notice. Any Class Member who fails to  
11 complete and timely mail such exclusion shall remain in the Settlement Class and be bound by the  
12 release (and be deemed to have released the Released Claims) as contained in this Stipulation and  
13 Settlement. The Settlement Administrator will maintain all Requests for Exclusion received from  
14 Class Members. After the Settlement Notices have been mailed to Class Members, the Settlement  
15 Administrator shall, on a weekly basis, provide counsel for the Parties with an updated status  
16 report that states the number of timely Requests for Exclusion received, the number of objections  
17 received, and other data as requested.

18 h. At any time before the Opt-Out/Objection Deadline, any Class Member  
19 may contact the Settlement Administrator and/or Class Counsel by written correspondence at the  
20 address below for additional information regarding this Settlement.

21 Larry W. Lee  
22 Kristen M. Agnew  
23 Nick Rosenthal  
24 DIVERSITY LAW GROUP, P.C.  
25 515 S. Figueroa Street, Suite 1250  
26 Los Angeles, CA 90071

25 i. The Settlement Notice shall contain a Notice of Proposed Class Action  
26 Settlement and Hearing. The Notice of Proposed Class Action Settlement and Hearing is attached  
27 hereto as Exhibit 1.

28 j. If the amount or appointments claimed by a Participating Class Member is



1 inconsistent with Defendant's records as to the amount he or she is entitled to under this  
2 Stipulation, the Parties counsel will make a good faith effort to resolve the dispute informally. If  
3 they cannot agree, the dispute shall be submitted to the Settlement Administrator, who shall  
4 examine Defendant's records and any submission by the Participating Class Member in an attempt  
5 to resolve the dispute. In making this decision, in the absence of contrary evidence, Defendant's  
6 records shall be dispositive. No member of the Settlement Class may increase the size of his or  
7 her claim by arguing that Defendant's records are incorrect without providing documentation  
8 corroborating his or her position. The decision of the Settlement Administrator shall be final and  
9 non-appealable.

10 k. The Settlement Administrator will provide counsel for all Parties updated  
11 weekly reports and declarations as needed or requested. Not less than five (5) calendar days  
12 following the Opt-Out/Objection Deadline, the Settlement Administrator shall provide Class  
13 Counsel and Defendant's counsel with a report showing: (i) the number and names of Class  
14 Members who have submitted valid Opt-Out requests; and (ii) the Settlement Payments owed to  
15 each Participating Class Member. Consistent with the terms of this Settlement, the Settlement  
16 Administrator shall timely provide such reports, statements, and declarations as are requested by  
17 the Parties for purposes of seeking final approval of the Settlement. Following final approval of  
18 the Settlement, the Settlement Administrator will post a copy of the final judgment on its website.  
19 Upon completion of administration of the Settlement, the Settlement Administrator shall provide  
20 written certification of such completion to counsel for all Parties and the Court, if requested by the  
21 Parties. The Settlement Administrator shall copy all counsel on all communications.

22 **F. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL**

23 a. Promptly upon execution of this Settlement Plaintiff shall prepare the  
24 Motion for Preliminary Approval of this Settlement with the Court seeking:

25 i. Certification of this action under California Code of Civil Procedure  
26 § 382 and applicable case law as a class action for purposes of settlement with respect to the  
27 proposed Settlement Class:

28 ii. Approving the Settlement Notice as to form and content, attached

1 hereto as Exhibit 1;

2                               iii.     Directing the mailing of the Settlement Notice to the Class  
3 Members;

4                               iv.     Preliminarily approving the Settlement subject only to the  
5 objections, if any, of Class Members and final review by the Court;

6                               v.     Preliminarily approving Class Counsel’s request for Attorneys’ Fees  
7 and Costs subject to final review by the Court;

8                               vi.     Preliminarily approving estimated Administrative Fees and Costs  
9 payable to the Settlement Administrator;

10                              vii.    Preliminarily approving Plaintiff’s Incentive Award payment; and

11                              viii.   The Parties agree to refrain from further litigation of this matter,

12 except such proceedings as are necessary to implement and obtain an order granting Final

13 Approval of the terms of the Settlement. The Parties further agree that the mutual, voluntary

14 cessation of litigation shall terminate in the event that Final Approval cannot be obtained for this

15 Settlement, or for any settlement modified by the Parties in accordance with instructions or

16 guidance from the Court.

17           **G.     DUTIES OF THE PARTIES FOLLOWING PRELIMINARY APPROVAL**

18                              a.     In seeking final approval of the Settlement provided for in this Stipulation,  
19 the Parties shall jointly prepare a proposed final approval order and judgment seeking:

20                              i.     Approving the Settlement, adjudging the terms thereof to be fair,  
21 reasonable, and adequate, and directing consummation of its terms and provisions;

22                              ii.    Approving an award of Attorneys’ Fees and Costs for Class  
23 Counsel;

24                              iii.   Approving payment of Administrative Fees and Costs to the  
25 Settlement Administrator;

26                              iv.   Approving the Plaintiff’s Incentive Awards to Plaintiff;

27                              v.     Permanently barring all Settlement Class Members and Participating  
28 Class Members from prosecuting against the Releasees any individual or class claims, or

1 representative actions covered by the Released Claims.

2 vi. Waiving all rights of appeal; and

3 vii. Stating that the Court retains jurisdiction to the extent necessary  
4 over the subject matter of the Lawsuit and over the Parties and the Class Members pursuant to  
5 California Code of Civil Procedure § 664.6.

6 b. This Settlement will not become effective until this Court conducts the  
7 Final Settlement Approval Hearing and enters an Order and Judgment approving the terms of this  
8 Settlement. The Court shall retain jurisdiction over the settlement of this Lawsuit under California  
9 Code of Civil Procedure § 664.6 until payment of the entire Maximum Settlement Amount,  
10 including interest thereon, has been paid in full.

11 c. Class Counsel shall be responsible for ensuring that at least the following  
12 documents are filed with the Court in advance of the Final Settlement Approval hearing, so that  
13 the Court will have sufficient basis upon which to evaluate this Settlement:

14 i. A Final Report listing: (a) The number of persons to whom the  
15 Settlement Notice has been sent; (b) A declaration by the Settlement Administrator confirming  
16 that the Settlement notice has been timely mailed to all Settlement Class Members as required by  
17 this Settlement; (c) The number of and names of persons who timely submitted valid written  
18 Requests for Exclusions from this Settlement; and (d) The estimated average amount of settlement  
19 payments to which each Participating Class Member is entitled.

20 ii. A memorandum of points and authorities and such other pleadings,  
21 evidence or documents as may be necessary for the Court to determine that the settlement  
22 documented by this Stipulation is fair, adequate, and reasonable.

23 iii. An order for the Court's signature, which (a) approves this  
24 Settlement as being fair, adequate and reasonable; (b) permanently enjoins all Class Members who  
25 have not timely requested exclusion, from pursuing or seeking to reopen claims within the  
26 Release; and (c) grants the entry of a final judgment consistent with the terms of the Settlement  
27 and Stipulation.

28 d. Plaintiffs' Counsel shall file with the Court and set for hearing on the same

1 date as the Final Approval Hearing a motion for an award of Attorneys' Fees and Costs, and such  
2 other pleadings, evidence or documents as may be necessary for the Court to determine such fees  
3 and costs. Defendant shall not oppose such motion.

4 **H. PARTIES' AUTHORITY**

5 The signatories hereto hereby represent that they are fully authorized to enter into this  
6 Stipulation and Settlement and bind the Parties to the terms and conditions hereof.

7 **I. MUTUAL FULL COOPERATION**

8 The Parties agree to cooperate with each other fully to accomplish the terms of this  
9 Stipulation and Settlement, including but not limited to: (a) executing such documents and taking  
10 such other actions as reasonably may be necessary to implement the terms of this Stipulation; and  
11 (b) continuing good faith efforts to effectuate settlement should the Court deny preliminary or any  
12 prefinal approval. The Parties to this Stipulation shall use their best efforts, including all efforts  
13 contemplated by this Settlement and any other efforts that may become necessary by order of the  
14 Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as  
15 practicable after execution of this Stipulation, Class Counsel shall, with the assistance and  
16 cooperation of Defendant and its counsel, take all necessary steps to secure the Court's  
17 preliminary and final approvals of this Stipulation.

18 **J. NO PRIOR ASSIGNMENTS**

19 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly  
20 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or  
21 entity any portion of any liability, claim, demand, action, cause of action or rights herein released  
22 and discharged except as set forth herein. Any Class Member who has or may begin any action  
23 regarding any claims covered by this Stipulation and Settlement will be covered by this  
24 Stipulation, including the release of the Released Claims, unless that Class Member timely  
25 excludes him or herself of the Settlement pursuant to the process set forth herein.

26 **K. NO COLLATERAL ATTACK**

27 This Settlement shall not be subject to collateral attack by any Class Member or any  
28 recipient of the Settlement Notice after entry of the final approval order and judgment. Such

1 prohibited collateral attacks shall include but not be limited to claims that a Class Member's  
2 Settlement Payment was improperly determined, calculated or adjusted, or that the Class Member  
3 failed to receive timely notice of the procedure for disputing the calculation of individual Class  
4 Member Settlement Payments, or failed to submit a timely dispute for any reason. Plaintiff shall  
5 not make any statements to anyone other than Class Members or their respective immediate family  
6 members regarding this Settlement except, if asked, to say that the matter was satisfactorily  
7 resolved and to refer the inquiring person to Class Counsel, the Settlement Administrator or the  
8 public record. Class Counsel, Defendant, and counsel for Defendant each agree that they will not  
9 issue any press releases regarding this Settlement, or otherwise initiate publicizing of the  
10 Settlement to the media. Notwithstanding the foregoing, a Party or their counsel shall be allowed  
11 to make disclosures related to this Settlement that are required by law, by rule or regulation, or by  
12 any governmental or judicial process, as reasonably determined by legal counsel for that Party.

13 **L. TERMINATION OF SETTLEMENT**

14 a. Subject to the obligation(s) of mutual full cooperation as set out herein, any  
15 Party may terminate this Settlement if the Court declines to (1) enter the preliminary approval  
16 order, or (2) enter the final approval order and judgment, in substantially the forms submitted by  
17 the Parties, or (3) if the Settlement does not become final because of appellate court action. The  
18 terminating Party shall give to all other parties (through counsel) written notice of its decision to  
19 terminate no later than ten (10) calendar days after receiving notice that one of the enumerated  
20 events has occurred. Termination shall have the following effects:

21 i. The Stipulation and Settlement shall be terminated and shall have no  
22 force or effect and no Party shall be bound by any of its terms;

23 ii. If the Settlement is terminated, Defendant shall have no obligation  
24 to make any payments to any Named Plaintiff, Class Member or Class Counsel, except that  
25 Defendant and Plaintiff shall share equally in the payment for the expenses incurred by the  
26 Settlement Administrator for services rendered up to the date the Settlement Administrator is  
27 notified that the Settlement has been terminated, unless Defendant terminates the Settlement in  
28 accordance with its rights to do so in the event of excessive opt-outs (which shall be deemed to be

1 10% of the proposed Settlement Class or more for purposes of the Settlement), in which case  
2 Defendant shall be solely responsible for any expenses incurred by the Settlement Administrator;

3                   iii.     The preliminary approval order and/or final approval order and  
4 judgment shall be vacated;

5                   iv.     The Settlement and all negotiations, statements and proceedings  
6 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
7 restored to their respective positions in the litigation prior to the Settlement; and

8                   v.     Neither this Settlement nor any ancillary documents, actions,  
9 statements, or filings in furtherance of Settlement (including any matters associated with the  
10 settlement negotiations) shall be admissible or offered into evidence in the litigation or any other  
11 action for any purpose whatsoever.

12                  b.     The Maximum Settlement Amount was calculated with, and is premised on,  
13 the understanding that there are approximately 185 Class Members eligible to participate in the  
14 Settlement. Should the actual number of Class Members exceed this number by more than 10  
15 percent (i.e., 204 or more), the amount of the Settlement shall increase proportionally for the  
16 amount of the increase beyond 10 percent. In other words, a 12 percent increase in the Class will  
17 result in a 2 percent increase in the Maximum Settlement Amount.

18                  **M.     CONSTRUCTION**

19                  The Parties agree that the terms and conditions of this Settlement are the result of lengthy,  
20 intensive arms'-length negotiations between the Parties and that this Stipulation shall not be  
21 construed in favor of or against any party by reason of the extent to which any party or his, her or  
22 its counsel participated in the drafting on this Stipulation.

23                  **N.     CAPTIONS AND INTERPRETATIONS**

24                  Paragraph titles or captions contained herein are inserted as a matter of convenience and  
25 for reference and in no way define, limit, extend, or describe the scope of this Settlement or any  
26 provision hereof. Each term of this is contractual and not merely a recital.

27                  **O.     MODIFICATION**

28                  This Settlement may not be changed, altered, or modified, except in writing and signed by

1 counsel for the Parties. All material changes, alterations, or modifications must be approved by  
2 the Court. This Settlement may not be discharged except by performance in accordance with its  
3 terms or by a writing signed by the Parties hereto and approved by the Court.

4 **P. INTEGRATION CLAUSE**

5 This Settlement contains the entire agreement between the Parties relating to the settlement  
6 and transaction contemplated hereby, and all prior or contemporaneous agreements,  
7 understandings, representations, and statements, whether oral or written and whether by a Party or  
8 that Party's legal counsel, are merged herein. In entering into this Settlement, none of the Parties  
9 has relied on any representation or promise not expressly set forth in this Settlement. No rights  
10 hereunder may be waived except in writing.

11 **Q. BINDING ON ASSIGNS**

12 This Settlement shall be binding upon and inure to the benefit of the Parties and their  
13 respective heirs, trustees, executors, administrators, successors, and assigns.

14 **R. SIGNATORIES**

15 It is agreed that because of the number of Class Members, it is impossible or impractical to  
16 have each Class Member execute this Settlement. The Settlement Notice will advise all Class  
17 Members of the nature of the Settlement and shall have the same force and effect as if this  
18 Settlement were executed by each Class Member.

19 **S. COUNTERPARTS**

20 This Settlement may be executed in counterparts, and when each party has signed and  
21 delivered at least one such counterpart, each counterpart shall be deemed an original, and, when  
22 taken together with other signed counterparts, shall constitute one Settlement, which shall be  
23 binding upon and effective as to all Parties.

24 **T. ADMISSIBILITY AND CLASS CERTIFICATION**

25 The Parties agree to stipulate to class certification only for purposes of the Settlement and  
26 only as to the Class Members and for the Class Period described herein. If, for any reason, the  
27 Settlement is not approved, the Stipulation to certification will be void. The Parties further agree  
28 that certification for purposes of the Settlement is not an admission that class certification is

1 proper under the standard applied to contested certification motions and that this Settlement will  
2 not be admissible in this or any other proceeding as evidence that (i) a class should be certified or  
3 (ii) Defendant is liable to Plaintiffs or the Class Members, other than according to the Settlement.  
4 Neither this Settlement nor any of its terms, nor any statements or conduct in the negotiation or  
5 drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any  
6 individual who requested to be excluded from the Class), Defendant, or their respective counsel, in  
7 the Lawsuit, or in any other action or proceeding, provided, however, that nothing contained in  
8 this Section shall prevent this Stipulation from being used, offered, or received in evidence to  
9 enforce its terms.

10 **U. ENFORCEMENT**

11 In the event that one or more of the Parties institutes any legal action or other proceeding  
12 against any other Party or Parties to enforce the provisions of this Settlement or to declare rights  
13 and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover  
14 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert  
15 witness fees incurred in connection with any enforcement actions. The Parties jointly request and  
16 reserve the Court's continuing jurisdiction over the construction, interpretation, implementation,  
17 and enforcement of this Settlement and the final approval order and judgment, and over the  
18 administration and distribution of the settlement funds. All terms of this Settlement shall be  
19 governed by and interpreted according to the laws of the State of California, without giving effect  
20 to conflict of laws principles.

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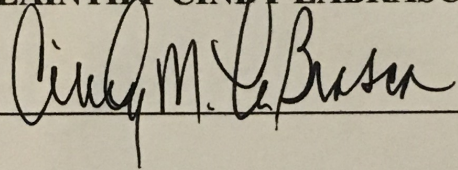
1 **V. RIGHT OF APPEAL**

2 The Parties agree to waive all appeals, with two express exceptions. First, either Party may  
3 appeal any court order that materially alters the Settlement's terms. Second, if the Court awards  
4 less than the requested Attorneys' Fees and/or Costs, Class Counsel reserves the right to appeal  
5 that reduction without any further payment by Defendant. Class Members who do not timely  
6 object to the Settlement shall have no right to appeal the final approval order and judgment. Any  
7 person seeking to appeal the final approval order and judgment shall be required to post a bond in  
8 an amount determined by the Court.

9 **REVIEWED AND ACCEPTED:**

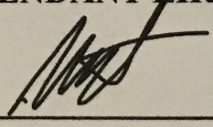
10  
11  
12 Dated: Dec. 5, 2020

**PLAINTIFF CINDY LABRASCA**

  
\_\_\_\_\_

13  
14  
15  
16 Dated: December 4, 2020

**DEFENDANT LIRON, INC.**

  
\_\_\_\_\_

1 **APPROVED AS TO FORM AND CONTENT:**

2 DATED: December 7, 2020

**DIVERSITY LAW GROUP, P.C.**

Larry W. Lee  
Kristen M. Agnew  
Nick Rosenthal

6 By: 

Larry W. Lee  
Kristen M. Agnew  
Nick Rosenthal  
Attorneys for Cindy LaBrasca, as an individual  
and on behalf of all others similarly situated

10

11 DATED: December 4, 2020

**ERVIN COHEN & JESSUP LLP**

Kelly O. Scott  
Kimberly N. Brooks

13 By: 

Kelly O. Scott  
Kimberly N. Brooks  
Attorneys for Liron, Inc.

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# EXHIBIT 1

## **NOTICE OF CLASS ACTION SETTLEMENT**

**If you are or were a medical examiner of LIRON, INC. (hereinafter “Liron” or “Defendant”) at any time between May 14, 2015 and October 8, 2020**

**You May Be Entitled to Receive Money from a Class Action Settlement.**

*A court approved this notice. This is not an advertisement.*

**You are not being sued.** Your legal rights are affected whether you act or not.

**PLEASE READ THIS NOTICE.**

### **WHAT IS IN THIS NOTICE**

1. Why Should You Read This Notice? ..... Page 1
2. What Is the Case About? ..... Page 2
3. How Much Can I Expect to Receive? ..... Page 2
4. Who Is the Plaintiff in This Class Action? ..... Page 4
5. Who Are the Attorneys Representing the Parties? ..... Page 4
6. What Are my Rights? How Will My Rights Be Affected? ..... Page 4
7. How Will the Attorneys for the Case Be Paid? ..... Page 6

#### ***1. Why Should You Read This Notice?***

This Notice of Class Action Settlement (the “Notice”) is to inform you that the parties have agreed to a proposed settlement in the class action lawsuit entitled *Cindy LaBrasca v. Liron, Inc.*, Superior Court for the State of California, County of Sacramento, Case No. 34 2019 00256445 (the “Lawsuit”).

The terms and conditions of the proposed settlement (the “Settlement”) are stated in full in a written Joint Stipulation of Class Action Settlement (the “Settlement Agreement”). This Notice summarizes the terms and conditions of the Settlement and has been sent to you to inform you of the Settlement and your rights as part of the Settlement.

There was a hearing on [REDACTED], 202 [REDACTED] (the “Preliminary Approval Date”) in the Sacramento County Superior Court, State of California. At that hearing, Judge Gerrit W. Wood granted preliminary approval to the Settlement, and the court determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the final approval hearing. The Court also directed that this Notice be sent to Class Members advising them of the proposed Settlement.

You have received this Notice because records indicate you are a Class Member. A “Class Member” means all natural persons who were employed as medical examiners by the Defendant in the State of California during the period commencing May 14, 2015, and running through October 8, 2020 (the “Class Period”). The Settlement will settle, resolve, and release Class Members’ claims on the terms and conditions set forth in the Settlement Agreement, and as summarized below.

The Court will hold a Settlement Fairness Hearing concerning the proposed settlement on [REDACTED] at [REDACTED] a.m., in Department [REDACTED] of the Sacramento Superior Court located at 720 9<sup>th</sup> Street, Sacramento, California, 95814. The Settlement Fairness Hearing may be continued to another date without further notice.

This Notice tells you of your rights as part of the Settlement and the Settlement Fairness Hearing.

## **2. *What Is the Case About?***

On May 14, 2019, the Lawsuit was filed in Sacramento County Superior Court. The Lawsuit alleges that the Class Members (a) were not paid minimum wages for all hours worked; (b) were not paid overtime wages at the correct rate; (c) were not provided meal and rest periods and were not paid a premium for any such meal or rest period violation; (d) were not provided proper wage statements; (e) were not paid all wages due upon separation of employment with Defendant; (f), were not reimbursed for all business expenses; and (g) were subjected to violations of the California Unfair Competition Act, as related to the claims above.

The Defendant denies the allegations in the Lawsuit.

Over a period of approximately one-and-a-half (1 ½) years, the Defendant provided extensive information and documentation to counsel for the Plaintiff and the Class relating to the issues in the Lawsuit. As a result of the exchanges of information and documents and related settlement discussions, the parties in the Lawsuit reached the Settlement.

The parties have since entered into a Settlement Agreement, which has been given preliminary approval by the Court. If you are a Class Member, you need not take any action to receive a Settlement payment, but you have the opportunity to request exclusion or object to the Settlement if you so choose, as explained more fully below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendant that the claims in the Lawsuit have merit or that the Defendant has any liability to the Plaintiff or to the Class Members. The Plaintiff and the Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable and adequate, and is in the best interests of the Class Members.

## **3. *How Much Can I Expect to Receive?***

The total Settlement amount is Ninety-Five Thousand Dollars (\$95,000) (the "Total Settlement Amount"). The following sums will be paid from the Total Settlement Amount: (1) attorneys' fees (not to exceed Thirty-One Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$31,666.67) and documented litigation costs of Class Counsel (not to exceed Ten Thousand Dollars (\$10,000)) in amounts set by the Court; (2) a service payment to the Plaintiff as the Class Representative in an amount not to exceed Five Thousand Five Hundred Dollars

(\$5,500); and (3) no more than Eight Thousand Dollars (\$8,000) to the Settlement Administrator for the cost of administering the Settlement. The amount of the Total Settlement Amount remaining after subtracting these payments is called the “Net Settlement Proceeds.”

Following final approval of the Settlement, the Settlement Administrator will post a copy of the final judgment on its website. The Total Settlement Amount of \$95,000 will be paid within ten (10) business days of the Effective Date following the Court’s final approval of the Settlement. The “Effective Date” is defined in the Settlement Agreement, but will generally be within 30 days of final approval of the Settlement by the Court (later if there is any objection that leads to an appeal).

The Individual Settlement Payment for each Class Member shall be calculated as follows: (a) the number of appointments completed by the Class Member by Defendant from the period commencing on May 14, 2015 and ending on December 31, 2018; divided by (b) the aggregate number of appointments all Class Members made during the period commencing on May 14, 2015 and ending on December 31, 2018; and then multiplied by (c) the Net Settlement Amount; provided, however, that any Class Member who does not have any appointments within the period commencing on May 14, 2015 and ending on December 31, 2018, shall receive a payment of Fifteen Dollars (\$15.00). This calculation shall be based on Defendant’s books and records. For purposes of these calculations, only completed appointments shall be included. The result of this calculation process is the Class Member’s Individual Settlement Payment.

You will have one hundred eighty (180) calendar days after the date your share is mailed to you within which to cash your Class Member Individual Settlement Payment check. The amount of any uncashed Settlement Payments, including as a result of being unable to locate a Class Member, shall be distributed to Legal Aid at Work, a nonprofit legal services organization that assists low-income, working families.

**DEFENDANT’S RECORDS INDICATE YOU COMPLETED [REDACTED] APPOINTMENTS DURING THE PERIOD COMMENCING ON MAY 14, 2015 AND ENDING ON DECEMBER 31, 2018.**

**BASED ON THE ABOVE NUMBER OF COMPLETED APPOINTMENTS, YOUR ESTIMATED SETTLEMENT PAYMENT IS \$ [REDACTED], WHICH IS CONSIDERED PENALTIES AND INTEREST AND FOR WHICH A 1099 WILL BE ISSUED (TAXES WILL NOT BE WITHHELD FROM THE PAYMENT; YOU WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY TAXES DUE ON THE AMOUNT YOU RECEIVE).**

If you dispute the information regarding the number of completed appointments worked, as set forth above, you must mail a letter to the Settlement Administrator, at the address below, explaining your disagreement and return it along with any documentation relating to your disagreement and it must be postmarked no later than [REDACTED], 2021. Late letters disputing your number of completed appointments will not be considered.

**NOTE: UNLESS YOU DISPUTE THE INFORMATION, AS SET FORTH ABOVE, YOU WILL AUTOMATICALLY RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE COMPLETED APPOINTMENTS AS SET FORTH BY DEFENDANT.**

It is your responsibility to ensure the Settlement Administrator has timely received a letter if you are disputing the information on this Notice. You may contact the Settlement Administrator at the toll-free number listed below to ensure it has been received.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Award.

**4. *Who Is the Plaintiff in This Class Action?***

Cindy LaBrasca is the Representative Plaintiff in the Lawsuit. She is acting on behalf of herself and on behalf of other current and former medical examiners who worked for Defendant in California during the Class Period.

**5. *Who Are the Attorneys Representing the Parties?***

Attorneys for Plaintiff & the Class (“Class Counsel”) are:

Larry W. Lee, Esq.  
Kristen M. Agnew, Esq.  
Nick Rosenthal, Esq.  
DIVERSITY LAW GROUP, P.C.  
515 S. Figueroa Street, Suite 1250  
Los Angeles, CA 90071  
Telephone: (213) 488-6555  
Facsimile: (213) 488-6554

Attorneys for Defendant Liron, Inc. are:

Kelly O. Scott, Esq.  
Kimberly N. Brooks, Esq.  
ERVIN COHEN & JESSUP LLP  
9401 Wilshire Blvd., 9th Floor  
Beverly Hills, CA 90212

**6. *What are my Rights? How Will My Rights Be Affected?***

**Participating in the Settlement**

Under the Settlement, you will **automatically** receive a Settlement Payment unless you exclude yourself from the Settlement by following the exclusion procedure set forth below.

If you are a current Liron medical examiner, your decision as to whether or not to participate in this Settlement will not be considered by the Defendant and the

Defendant will not retaliate against you or take any other negative action against you based on your participation in the Settlement.

### **Excluding Yourself from the Settlement**

**If you wish to be excluded from participating in the Settlement**, you must send a letter stating this to the Settlement Administrator at the address below. To be considered valid, your request for exclusion must be in writing, signed by you, and contain your name, address, and telephone number. Your request for exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your request for exclusion must be postmarked no later than [REDACTED], 2021. Late exclusion requests will be invalid and not be considered.

If you file a timely and valid written request for exclusion, you will no longer be a member of the Class, and you will not receive any money under the Settlement and cannot object to the terms of the Settlement. However, you will not be bound by the terms of the Settlement, or the release of claims provided as part of the Settlement.

### **Objecting to the Settlement**

**If you have any concerns about the settlement but do not want to exclude yourself, you may raise your concerns by making an objection to the Settlement.** **If you wish to object to the Settlement**, you must submit your objection to the Settlement Administrator, at the address below, stating why you object to the Settlement. To be considered valid, your objection must be in writing, signed by you, and contain your name, address, and telephone number. All objections must be postmarked no later than [REDACTED], 2021. Late objections will not be considered.

You may also, if you wish, appear at the Settlement Fairness Hearing set for [REDACTED], 2021 at [REDACTED] a.m. in Dept. 31 of the Sacramento County Superior Court and discuss your objections with the Court and the Parties. However, you are not required to appear in person. The Settlement Fairness Hearing may be continued to another date without further notice.

**IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT AMOUNT IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS AND THE SETTLEMENT AND RELEASE OF CLAIMS WILL BE BINDING ON YOU.**

**YOU CANNOT BOTH EXCLUDE YOURSELF FROM THE SETTLEMENT AND OBJECT TO THE SETTLEMENT.**

### **Effect of the Settlement on Your Rights – Release of Claims**

Upon the final approval of the Settlement by the Court, and except as to such rights or claims as may be created by the Settlement Agreement, the Class Members (other than those who timely request to be excluded in accordance with the terms of the Settlement) will release and discharge Defendant Liron, Inc. and its present and former affiliates, parent companies, and subsidiaries, and their respective owners, shareholders, officers, members, partners, managers, directors, employees, agents, heirs, trustees, representatives, attorneys, accountants, insurers, reinsurers, consultants, clients, employers, property owners, predecessors, successors and



assigns and each and all of their respective shareholders, officers, members, partners, managers, directors, employees, agents, trustees, representatives, attorneys, accountants, payroll companies, insurers, past, present, and future, and all persons acting under, by, through or in concert with any of them (“Class Members’ Released Parties”), from (i) any of the facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act that were or could have been asserted based on the facts and claims pleaded in the Lawsuit; and (ii) all statutes/ordinances referenced in the Lawsuit and corresponding provisions of the California Industrial Welfare Commission Wage Orders and the California Code of Regulations, including but not limited to (1) Labor Code §§201-203, 210, 218.5, 218.6, 225.5, 226, 226.2, 226.3, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1 and 2802, as related to the above claims, (2) the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* and (3) all related provisions allegedly relating to the claims in the Lawsuit for continuing wages, failure to pay wages, failure to pay wages in a timely manner, failure to pay minimum wages, failure to pay overtime, failure to provide allegedly required wage statements, failure to provide meal or rest breaks, failure to reimburse for necessary business expenses, liquidated damages, civil penalties, premium wages, claims for injunctive relief and restitution under California unfair competition law and Business & Professions Code § 17200, interest, costs and attorneys’ fees, including Code of Civil Procedure Section 1021.5 and Civil Code Section 3287 (“Class Members’ Released Claims”), arising during the Class Period.

For purposes of a release of any claims under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, only, Settlement checks will bear a notation that states: “By cashing this check, person to whom the check is made is agreeing that he or she has waived and released all claims under the Fair Labor Standards Act based on the facts alleged in *Cindy LaBrasca v. Liron, Inc.*, Case No. 34 2019 00256445, filed in the Superior Court of the State of California, County of Sacramento, including claims for unpaid wages or overtime, penalties, premium wages, interest and attorneys’ fees and costs through October 8, 2020.”

## 7. *How Will the Attorneys for the Class Be Paid?*

The attorneys for the Representative Plaintiff and the Class will be paid from the total Settlement of \$95,000. The attorneys are seeking a fee of \$31,666.67 and costs of up to \$10,000. The actual amounts awarded will be determined by the Court.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may call Class Counsel, Nick Rosenthal (213-488-6555) or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Liron, Inc. Settlement.

This Notice provides a summary of the Settlement. For a complete statement of the Settlement Agreement, refer to the Joint Stipulation of Class Action Settlement entered into by the parties which is Exhibit 1 to the Declaration of Nick Rosenthal In Support of Plaintiff’s Motion for Preliminary Approval of Class Settlement, filed on [REDACTED], 2021. Copies of the Settlement Agreement and preliminary approval documents are available for inspection from Class Counsel and at the Sacramento County Superior Court located at 720 9<sup>th</sup> Street, Sacramento, California, 95814.

**Liron, Inc. Settlement**  
**Administrator Name and Contact Information:**  
Phoenix Settlement Administrators  
[ADDRESS and TELEPHONE NUMBER]

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION  
ABOUT THIS NOTICE OR THE CLAIMS PROCESS.**

**Dated:** \_\_\_\_\_