

1 This Joint Stipulation and Amended¹ Settlement Agreement of Class Action and
2 PAGA Claims (“Stipulation of Settlement” or “Settlement” or “Settlement
3 Agreement”) is made and entered into by and between Plaintiff Richa Ahuja
4 (hereinafter referred to as “Class Representative” or “Plaintiff”) and on behalf of the
5 Class and Aggrieved Employees (as defined below) and Defendant IMS – Insurance
6 Medical Services, Inc. (“Defendant” or “IMS”) (Plaintiff and Defendant hereinafter
7 collectively referred to as the “Parties”).

8 THE PARTIES STIPULATE AND AGREE as follows:

9 **DEFINITIONS**

10 1. **“Action”** shall mean the lawsuit entitled *Ahuja v. IMS - Insurance Medical*
11 *Services, Inc., et al.*, Superior Court of the State of California – County of Alameda,
12 Case No. RG21106403.

13 2. **“Attorney’s Fees and Costs”** shall mean attorney’s fees approved by the
14 Court for Class Counsel’s litigation and resolution of the Action, and all actual costs
15 incurred and to be incurred by Class Counsel in the Action, as set forth in Paragraph 65.

16 3. **“Class Counsel”** shall mean Alexei Kuchinsky of Kuchinsky Law Office,
17 P.C.

18 4. **“Class List”** shall mean data to be provided by Defendant to the Settlement
19 Administrator, as defined in Paragraph 69, below.

20 5. **“Class”** or **“Class Members”** shall collectively mean all persons who
21 worked for Defendant as mobile examiners, field technicians, and/or similar positions
22 related to performing mobile exams or similar services, and who were classified as
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24 ¹ Pursuant to the Court’s Tentative Ruling and instructions given during the
25 Preliminary Approval Hearing on November 8, 2022, the Parties agreed to amend the
26 definitions of the terms “Released Class Claims” and “Released PAGA Claims” as set
27 forth in Paragraphs 36 and 37 of this Agreement, respectively, to strike the following
28 language: “(including any subsequently amended complaints or letters).”

1 “independent contractors” in California at any time commencing four years prior to the
2 filing of this Complaint through preliminary approval.

3 6. **“Class Notice”** shall mean the Notice of Class Action and PAGA
4 Settlement in substantially the form attached hereto as **“Exhibit A”**, and as approved
5 by the Court.

6 7. **“Class Period”** shall mean any time from July 22, 2017 until the date of
7 preliminary approval.

8 8. **“Class Representative”** or **“Plaintiff”** shall mean Plaintiff Richa Ahuja.

9 9. **“Class Settlement”** shall mean the settlement and resolution of the
10 Released Class Claims.

11 10. **“Court”** shall mean the Superior Court of the State of California for the
12 County of Alameda.

13 11. **“Court’s Final Approval Order and Judgment”** or **“Final Approval**
14 **Order and Judgment”** means the order granting final approval of the Settlement and
15 entry of judgment based thereon, in a form to be agreed upon by the Parties and
16 approved by the Court.

17 12. **“Defendant”** shall mean IMS – Insurance Medical Services, Inc. (“IMS”)

18 13. **“Defendant’s Counsel”** shall mean Kyle Schriener of Schriener Law Firm,
19 P.C.

20 14. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 56,
21 below.

22 15. **“Employer Taxes”** shall mean Defendant’s share of payroll taxes and
23 contributions, including but not limited to, Medicare taxes, Social Security taxes,
24 federal unemployment taxes, state unemployment insurance taxes, and employment
25 training taxes, with respect to the wages portion of Individual Settlement Shares, which
26 Defendant will pay in addition to the Gross Settlement Amount.

1 16. **“Final Approval Hearing”** shall mean the hearing at which the Court shall
2 consider, without limitations, any timely objections to the Class Settlement from
3 Settlement Class Members, testimony from the Parties or their counsel, declarations
4 regarding the notice process from the Settlement Administrator, and otherwise make a
5 final determination regarding the fairness of the Settlement as set forth herein.

6 17. **“Gross Settlement Amount”** shall refer to the Seventy-Five Thousand
7 Dollars and Zero Cents (\$75,000.00), which is the maximum amount that Defendant
8 will pay pursuant to this Settlement, subject to Paragraph 57 below, and excluding
9 Defendant’s Employer Taxes, which shall be paid by Defendant separately and in
10 addition to the Gross Settlement Amount.

11 18. **“Incentive Award”** shall mean the payment made to Plaintiff in
12 recognition of her efforts and work in prosecuting the Action on behalf of Class
13 Members, State of California, and Aggrieved Employees, as set forth in Paragraph 66
14 below.

15 19. **“Individual PAGA Payment”** shall mean the amount payable to each
16 PAGA Employee for his or her *pro rata* share of the Employee PAGA Amount, to be
17 calculated in accordance with Paragraph 60 below.

18 20. **“Individual Settlement Payment”** shall mean the net payment of each
19 Settlement Class Member’s Individual Settlement Share, after reduction for the
20 employee’s share of taxes and withholdings with respect to the portion of the Individual
21 Settlement Share allocated as wages, as provided in Paragraph 61 below.

22 21. **“Individual Settlement Share”** shall mean the *pro rata* share of the Net
23 Settlement Amount that a Class Member may be eligible to receive under the Settlement
24 Agreement, to be calculated in accordance with Paragraph 59 below.

25 22. **“LWDA Payment”** means the payment of Four Thousand and Five
26 Hundred Dollars and Zero Cents (\$4,500.00), to the State of California Labor and
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1 Workforce Development Agency for its seventy-five percent (75%) share of the PAGA
2 Allocation.

3 23. “**Net Settlement Amount**” is the portion of the Gross Settlement Amount
4 available for payment to Settlement Class Members, which is the Gross Settlement
5 Amount less the following subject to Court approval: Attorneys’ Fees and Costs to Class
6 Counsel, Incentive Award to Plaintiff, Settlement Administration Costs to the
7 Settlement Administrator, and the PAGA Allocation.

8 24. “**Objection**” shall have the meaning ascribed to it in Paragraph 74 below.

9 25. “**PAGA**” shall mean the Private Attorneys General Act, California Labor
10 Code Section 2698, *et seq.*

11 26. “**PAGA Allocation**” means the amount of Six Thousand Dollars and Zero
12 Cents (\$6,000.00) from the Gross Settlement Amount that is allocated towards penalties
13 under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*,
14 of which seventy-five percent (75%), or \$4,500, will be paid to the State of California
15 Labor and Workforce Development Agency (“LWDA Payment”) and twenty-five
16 percent (25%), or \$1,500, will be distributed to the Aggrieved Employees (“Employee
17 PAGA Amount”).

18 27. “**PAGA Employee**” or “**Aggrieved Employee**” shall mean all current and
19 former non-exempt hourly individuals employed by IMS in California at any time from
20 March 30, 2020 until the date of preliminary approval.

21 28. “**PAGA Letter**” shall mean the written notice submitted to the LWDA and
22 Defendant by Plaintiff Ahuja on or about March 30, 2021, of the specific provisions of
23 the California Labor Code and Industrial Welfare Commission Wage Orders alleged to
24 have been violated, described in Paragraphs 45.

25 29. “**PAGA Period**” shall mean the time period from March 30, 2020 through
26 the date of Preliminary Approval.

1 30. **“PAGA Settlement”** shall mean the settlement and resolution of the
2 Released PAGA Claims.

3 31. **“Parties”** shall refer to the Plaintiff and Defendant, each of whom is a
4 “Party.”

5 32. **“Preliminary Approval”** shall mean entry of an order by the Court
6 ordering preliminary approval of the Settlement, including an order requiring the
7 mailing of the Class Notice, setting the time, date, and place of the Final Approval
8 Hearing, and any other matters deemed necessary in connection with the Court’s
9 determination of whether or not to grant final approval of the Settlement.

10 33. **“Preliminary Approval Date”** shall mean the date that the Court grants
11 preliminary approval of the Settlement.

12 34. **“Qualified Job”** shall mean any service job assigned by Defendant and
13 performed by the Class Member for which the Class Member received compensation
14 from Defendant.

15 35. **“Qualifying Jobs Dispute”** shall have the meaning ascribed to it in
16 Paragraph 80 below.

17 36. **“Released Class Claims”** shall mean any and all claims that were asserted
18 or that could have been asserted in any and/or all of the complaints in the Action and/or
19 the PAGA Letter, for work performed during the Class Period, including, but not limited
20 to, claims for: (1) failure to pay minimum wage for all hours worked (Cal. Lab. Code
21 §§ 1194, 226.2, 1197.1, 2699 and the applicable Wage Order); (2) failure to reimburse
22 work-related expenses (Cal. Lab. Code §2802, and 2699 and the applicable Wage Order);
23 (3) failure to provide accurate itemized wage statements (Cal. Lab. Code §§ 226, 226.3,
24 and 2699 and the applicable Wage Order, Sections 7); (4) claim for unlawful deductions
25 (Cal. Lab. Code §§ 221-224, 225.5, and 2699 and the applicable Wage Order, Sections
26 8); (5) failure to pay earned wages upon discharge - waiting time penalties (Cal. Lab.
27 Code §§201-203, and 2699); ((6) PAGA Claim release is below); (7) Willful
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1 Misclassification as Independent Contractors (Cal. Lab. Code § 226.8 (a-c); (8) unfair
2 competition related to any or all of the foregoing; (9) potential claims reasonably arising
3 out of or reasonably relating to the same set of operative facts and/or factual allegations
4 pled therein; (10) any unpaid wages or compensation related to any or all of the
5 foregoing, which are based on the facts alleged in the Actions; (11) restitution related
6 to any or all of the foregoing which are based on the facts alleged in the Actions; and
7 (12) any penalties, including statutory or civil penalties, related to any or all of the
8 foregoing. No release in this Settlement shall be effective until the Gross Settlement
9 Amount is fully funded.

10 37. **“Released PAGA Claims”** shall mean all claims for civil penalties under
11 the Private Attorneys General Act, California Labor Code section 2698, et. seq. (and
12 any related interest, attorneys’ fees, and/or costs), that were asserted or that could have
13 been asserted any and/or all of the complaints in in the Action and/or the PAGA Letter,
14 arising out of or related to services to or work performed for Defendant during the
15 PAGA Period.

16 38. **“Released Parties”** collectively shall encompass IMS – Insurance Medical
17 Services, Inc. and any of its present, former, and future direct or indirect parent
18 companies, affiliates, present owners, former owners, future owners, controlling
19 persons, subsidiaries, predecessors, successors-in-interest, assigns, benefit plans
20 sponsored by such companies, as well as each of its past, present and future
21 shareholders, officers, directors, employees, partners, members, agents, attorneys,
22 accountants, auditors, consultants, insurers, reinsurers, managers, trustees, fiduciaries,
23 heirs, representatives, and divisions, and any individual or entity that could be jointly
24 liable with Defendant.

25 39. **“Request for Exclusion”** shall have the meaning ascribed to it in
26 Paragraph 73 below.
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40. “**Response Deadline**” shall mean Class Members’ deadline to submit a Request for Exclusion, Objection, and/or Qualifying Jobs Dispute, which will be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

41. **“Settlement”** shall mean the terms and conditions set forth in this Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims.

42. **“Settlement Administrator”** shall Phoenix Settlement Administrator.

43. **“Settlement Administration Costs”** shall mean the amount to be paid to the Settlement Administrator for administration of the Settlement, from the Gross Settlement Amount, subject to Court approval, as set forth in Paragraph 64 below.

44. **“Settlement Class” or “Settlement Class Members”** shall mean all Class Members who do not submit a valid and timely Request for Exclusion as described in Paragraph 73.

RECITALS

45. On or about March 30, 2021, Plaintiff Ahuja submitted a PAGA Letter to the LWDA seeking civil penalties under PAGA, against IMS – Insurance Medical Services, Inc. on behalf of aggrieved employees in California, for alleged violations of the California Labor Code, including, but not limited to, California Labor Code sections 210, 226, 226.2, 226.3, 226.8, 558, 1174, 1182.11-1182.13, 1194(a), 1194.2, 1197, 1197.1, 2802, and 2699(f).

46. On or about July 21, 2021, Plaintiff Ahuja filed the *Ahuja* Action in the Superior Court of California, County of Alameda designated as Case No. RG21106403 on behalf of the following class:

a. All persons who are or have been employed by Defendant as mobile examiners, field technicians, and/or similar positions related to performing

mobile exams or similar services, and who were improperly classified as “independent contractors” in California at any time commencing four years prior to the filing of this Complaint, to the final disposition of this case.

47. Following exchange and extensive review of relevant documents and class data, from January to July 2022, the Parties engaged in private settlement discussions, which eventually resulted in a settlement.

48. Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not appropriate for class treatment. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class or classes should be certified, other than for settlement purposes only.

49. It is the Parties’ desire to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or related to the allegations of the Actions.

50. It is the Parties’ intention that the Settlement shall constitute a full and complete settlement and release of all Released Class Claims and all Released PAGA Claims (as defined herein).

51. It is the Parties’ intention that this Settlement shall not become effective until the Effective Date, as defined in Paragraph 56, below.

1 52. Class Counsel has conducted a thorough investigation into the facts of the
2 Action, including an extensive review of relevant documents and data, and have
3 diligently pursued an investigation of the class and PAGA claims against Defendant.
4 Based on its and their own independent investigation and evaluation, Class Counsel is
5 of the opinion that the Settlement with Defendant is fair, reasonable, and adequate and
6 is in the best interest of the Class Members, State of California, and Aggrieved
7 Employees in light of all known facts and circumstances, including the risks of
8 significant delay, the class not being certified, and the defenses asserted by Defendant.

9 53. The Parties agree to cooperate and take all steps necessary and appropriate
10 to consummate this settlement in accordance with the terms of the Settlement.

11 **TERMS OF SETTLEMENT**

12 54. In consideration of the mutual covenants, promises and agreements set
13 forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

14 55. It is agreed by and between Plaintiff and Defendant that the Action and
15 any claims, demands, liabilities, penalties, damages or causes of action of any kind
16 whatsoever claimed by Plaintiff on behalf of herself, the Class Members, as a private
17 attorney general on behalf of the State of California, and/or the Aggrieved Employees
18 arising out of the disputes which are the subject of the Action, be settled and
19 compromised, subject to the terms and conditions set forth in the Settlement Agreement
20 and the Court's approval.

21 56. Conditions Precedent and Effective Date:

22 a. The following must be satisfied in order for the Settlement to
23 become effective, and the **Effective Date** shall be the date on which the Court's order
24 approving the settlement and its entry of judgement become Final (the "Effective Date")
25 and after the following events have occurred: (i) the Settlement Agreement has been
26 executed by Plaintiff and Defendant (and approved as to form by Class Counsel and the
27 Defendant's Counsel); (ii) the Court has given preliminary approval to the Settlement;

1 (iii) the Class Notice has been mailed to the Class Members, providing them with an
2 opportunity to object to the terms of the Class Settlement or opt out of the Class
3 Settlement; (iv) the Court has held a Final Approval Hearing and entered a Final
4 Approval Order and Judgment. “Final” shall mean the latest of (i) if there is an appeal
5 of the Court’s judgment, the date the order and judgment approving the settlement are
6 affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to
7 file a petition for writ of certiorari to the California Supreme Court; (ii) if a petition for
8 writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the
9 date the order and judgment approving the settlement are affirmed pursuant to such
10 petition; or (iii) if no objection or motion for intervention is filed prior to Final
11 Approval, then the date the court enters judgment.

12 b. Failure to satisfy a material condition of settlement set forth above
13 in Paragraph 56(a) shall have the effect of terminating the Settlement Agreement, in
14 which case the Settlement Agreement shall become null and void and have no further
15 force or effect.

16 57. **Gross Settlement Amount:** To implement the terms of this Settlement,
17 within fifteen (15) calendar days after the Effective Date, the Settlement Administrator
18 will provide the Parties with an accounting of the amounts to be paid by Defendant
19 pursuant to the terms of the Settlement Agreement. Within thirty (30) calendar days of
20 the Effective Date, Defendant agrees to make a one-time deposit of the full Gross
21 Settlement Amount in the amount of Seventy-Five Thousand Dollars and Zero Cents
22 (\$75,000.00), and an amount sufficient to pay the Employer Taxes, into a settlement
23 account to be established by the Settlement Administrator. Within **fourteen (14)**
24 **calendar days of the funding of the Gross Settlement Amount**, the Settlement
25 Administrator will issue payments under the Settlement and approved by the Court, as
26 follows: (a) Individual Settlement Payments to Settlement Class Members; (b)
27 Individual PAGA Payments to Aggrieved Employees; (c) LWDA Payment to the Labor
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1 and Workforce Development Agency; (d) Incentive Award to the Class Representative;
2 (d) the Settlement Administration Costs to itself; and (e) Attorneys' Fees and Costs to
3 Class Counsel. Defendant shall not be required to pay any additional monies beyond
4 the amount of the Gross Settlement Amount plus the Employer Taxes. Further, no
5 portion of the Gross Settlement Amount shall revert to Defendant, and any amount of
6 the Gross Settlement Amount not required to pay the above-referenced amounts shall
7 be paid to the Settlement Class Members on a pro rata basis according to the formula
8 contained herein.

9 58. Tax Treatment of the Gross Settlement Amount: The Parties agree that the
10 Gross Settlement Amount will qualify as a settlement fund pursuant to the requirements
11 of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section
12 1.468B-1. *et seq.* of the income tax regulations. Furthermore, the Settlement
13 Administrator is hereby designated as the "Administrator" of the qualified settlement
14 funds for purposes of section 1.46B-2(k) of the income tax regulations. As such, all
15 taxes imposed on the gross income of the Gross Settlement Amount and any tax-related
16 expenses arising from any income tax return or other reporting document that may be
17 required by the Internal Revenue Service or any state or local taxing body will be paid
18 from the Gross Settlement Amount.

19 59. Individual Settlement Share Calculations: Class Members shall not be
20 required to submit a claim in order to receive a share of the Net Settlement Amount.
21 Individual Settlement Shares will be calculated and apportioned, based on the number
22 of Qualified Jobs they performed during the relevant time periods, as follows:

23 a. The Settlement Administrator shall determine the number of
24 Qualified Jobs performed by each Class Member during the Class Period ("Class
25 Qualified Jobs").

26 b. The Settlement Administrator will divide the final Net Settlement
27 Amount by the total Class Qualified Jobs to yield the "Class Qualified Job Value," and
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1 multiply each Settlement Class Member's individual Qualified Job by the Class
2 Qualified Job Value to yield his or her Individual Settlement Share.

3 60. Individual PAGA Payment Calculations: Class Members shall not be
4 required to submit a claim in order to receive a share of the Employee PAGA Amount.
5 Individual PAGA Payments will be calculated and apportioned based on the number of
6 Qualified Job they performed during the relevant time periods, as follows:

7 a. The Settlement Administrator shall determine the number of
8 Qualified Jobs each Aggrieved Employee performed during the period from March 30,
9 2020 until the date of preliminary approval ("**PAGA Qualified Jobs**").

10 b. The Settlement Administrator will divide the Employee PAGA
11 Amount (i.e. the 25% of the PAGA Allocation), by the total **PAGA Qualified Jobs** of
12 all Aggrieved Employees to yield the "PAGA Qualified Job Value" and multiply each
13 Aggrieved Employee's individual PAGA Qualified Job by the PAGA Qualified Job
14 Value to yield his or her Individual PAGA Payment.

15 61. Treatment of Individual Settlement Shares and Individual PAGA
16 Payments: Each Individual Settlement Share will be allocated as follows: 20 percent
17 wages and 80 percent penalties and interest. The portion allocated to wages will be
18 reported on an IRS Form W-2 and the portions allocated to penalties and interest will
19 be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement
20 Administrator will withhold the employee's share of taxes and withholdings with
21 respect to the wages portion of the Individual Settlement Shares, and issue checks to
22 Settlement Class Members for their Individual Settlement Payments (i.e., payment of
23 their Individual Settlement Share net of these taxes and withholdings). The Parties
24 further agree that the Individual PAGA Payments distributed to each PAGA Employee
25 will be allocated as one hundred percent (100%) penalties, will not be subject to taxes
26 or withholdings and Plaintiff shall assume full responsibility and liability for the
27 payment of taxes due on such award, and will be reported on an IRS Form 1099, if
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1 necessary. The employer's share of taxes and contributions on the wages portion of
2 Individual Settlement Shares will be paid separately and in addition to the Gross
3 Settlement Amount.

4 62. Settlement Checks: The Settlement Administrator will be
5 responsible for undertaking appropriate deductions, required tax reporting, and issuing
6 the Individual Settlement Payments by way of check to the Settlement Class Members
7 and the Individual PAGA Payments by way of check to the Aggrieved Employees, in
8 accordance with this Settlement Agreement. The Settlement Administrator may, at its
9 discretion, distribute the Individual Settlement Payment and Individual PAGA Payment
10 by way of a single check that combines both payments (if applicable). Each Settlement
11 check will be valid and negotiable for **one-hundred and eighty (180) calendar** days from
12 the date of issuance of the check. If any checks are not cashed within ninety (90)
13 calendar days after mailing, the Settlement Administrator will send a reminder postcard
14 indicating that unless the check is cashed in the next ninety (90) days, it will expire and
15 become non-negotiable, and offer to replace the check if it was lost or misplaced. If
16 any checks have not been cashed by the expiration of the ninety (90) day period after
17 mailing the reminder notice, the Settlement Administrator will, within two hundred
18 (200) calendar days after the checks are mailed, cancel the checks. All funds associated
19 with such uncashed checks will be paid out in accordance with California Code of Civil
20 Procedure section 384(b) to the Centro Legal de la Raza – Workers' Right Clinic
21 located in Oakland, California as the *cy pres* beneficiary. Settlement Class Members
22 whose Individual Settlement Payment checks are uncashed shall, nevertheless, be
23 bound to the Class Settlement, and PAGA Employees whose Individual PAGA
24 Payment checks are uncashed shall, nevertheless, be bound to the PAGA Settlement.

25 63. Settlement Payments Do Not Trigger Additional Benefits: All payments
26 made under the Settlement shall be deemed to be paid to the payee solely in the year in
27 which payments are actually issued to the payee. It is expressly understood and agreed
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1 that payments made under this Settlement shall not be utilized to calculate any
2 additional benefits under any benefit plans to which any Plaintiff, Settlement Class
3 Members, and/or Aggrieved Employees may be eligible including, but not limited to:
4 retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
5 vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other
6 benefit plan. It is the Parties' intention that this Agreement will not affect any rights,
7 contributions, or amounts to which Plaintiff, Settlement Class Members, and Aggrieved
8 Employees may be entitled under any benefit plans.

9 64. Settlement Administrator: The Settlement Administrator shall be Phoenix
10 Settlement Administrators (the "Settlement Administrator"). The Settlement
11 Administrator will maintain acceptable electronic and physical security protocols to
12 adequately protect and safeguard the private employee information it will have access
13 to as a result of the claims process. The fees and expenses of the Settlement
14 Administrator, which is currently estimated at approximately \$4,000 shall be paid from
15 the Gross Settlement Amount, subject to Court approval. The Settlement
16 Administrator's work and responsibilities will include, *inter alia*, printing, distributing,
17 and tracking Class Notices and other documents for the Settlement, calculating and
18 distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
19 and all required tax reporting, filings, withholdings, and remittances, providing
20 necessary reports and declarations, and other duties and responsibilities set forth herein
21 to process the Settlement, and as requested by the Parties and/or the Court. To the
22 extent actual Settlement Administration Costs are greater than the estimated amount
23 stated herein, such excess amount will be deducted from the Gross Settlement Amount,
24 subject to approval by the Court. Any portion of the estimated, designated, and/or
25 awarded Settlement Administration Costs which are not in fact required to fulfill
26 payment to the Settlement Administrator to undertake the required settlement
27 administration duties are to be part of the Net Settlement Amount.

1 65. Attorneys' Fees Costs: Class Counsel is entitled to seek attorneys' fees in
2 an amount equal to Twenty-Five Thousand Dollars (\$25,000) or one third of the Gross
3 Settlement Amount, plus reasonable actual costs/expenses not to exceed \$3,000, subject
4 to approval by the Court. The amount set forth above will cover all work performed and
5 all fees and costs incurred to date, and all work to be performed and all fees and costs
6 to be incurred in connection with obtaining the Court's approval of the Settlement.
7 Should Class Counsel collectively request a lesser amount, or should the Court approve
8 a lesser amount of attorneys' fees and/or attorneys' costs, the difference between the
9 lesser amount and the maximum amount set forth above shall be added to the Net
10 Settlement Amount. Any reduction by the Court of Class Counsel's claimed attorneys'
11 fees and/or reasonable costs/expenses shall not be sufficient grounds to void the
12 Settlement. However, Class Counsel has the right to appeal any reduction of fees and
13 costs and said appeal will not affect the release of the class members or payment to the
14 class members. Plaintiff and Defendant shall bear their own attorney's fees and costs,
15 except as provided herein.

16 66. Class Representative's Incentive Award: Subject to the Court's approval
17 and in recognition of their efforts and work in prosecuting the Action, the Class
18 Representative will each be paid an Incentive Award in an amount up to Seven
19 Thousand Dollars and Five Hundred and Zero Cents (\$7,500.00), which shall be paid
20 from the Gross Settlement Amount. Defendant will not object to Class Counsel's
21 application for Court approval of Incentive Award to the Class Representative. It is
22 understood that the Incentive Award are in addition to any Individual Settlement
23 Payment or Individual PAGA Payment to which Plaintiff is entitled. The Incentive
24 Award shall not be deemed wages and will be reported on an IRS Form 1099, if
25 applicable. Any reduction by the Court of the Class Representative's Incentive Award
26 shall not be sufficient grounds to void the Settlement and shall not be grounds for
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1 appeal. Any amounts not approved will continue to be part of the gross settlement
2 amount and will be paid out pursuant to this agreement.

3 67. Tax Forms: The Settlement Administrator shall be responsible for issuing
4 the payments and withholding all required state and federal taxes in accordance with
5 the Settlement Agreement. The Settlement Administrator will issue an IRS W-2 to each
6 Settlement Class Member for the wages portion of each Individual Settlement Payment
7 and subject to applicable tax withholdings. The Settlement Administrator shall issue an
8 IRS Form 1099 to each Settlement Class Member for the penalties and interest portion
9 of each Individual Settlement Payment and not subject to payroll tax withholdings. The
10 Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiff for the
11 Incentive Award; (2) the Aggrieved Employees for their Individual PAGA Payments;
12 and (3) Class Counsel for the Court-approved Attorneys' Fees and Costs. The
13 Settlement Administrator will be responsible for preparing these forms correctly. The
14 Settlement Administrator shall also be responsible for submitting Defendant's
15 Employer Taxes to the appropriate government agencies on behalf of Defendant.
16 Plaintiff and Class Counsel will be responsible for correctly characterizing the
17 compensation they receive for tax purposes and for paying any taxes on the amounts
18 received.

19 68. Indemnification: Plaintiff and Class Counsel acknowledge and agree that
20 they are and will be responsible for the payment of any and all Federal, State, and Local
21 taxes or penalties and valid and enforceable liens and encumbrances associated with
22 their respective allocated portions of the payments described herein, and agree to
23 indemnify and hold the Released Parties harmless from any and all claims by any
24 Federal, State, or Local taxing authority, or other entity that Plaintiff or Class Counsel
25 failed to pay or underpaid on their or her or his share of taxes and valid and enforceable
26 liens or encumbrances associated with their payments set forth in this Settlement. The
27 Parties acknowledge and agree that Class Counsel is not responsible for the payment of
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any Federal, State, and Local taxes or penalties associated with payments to Plaintiff and Class Members.

69. Class List: Within thirty (30) calendar days of preliminary approval of this Settlement by the Court, Defendant shall diligently and in good faith compile from its records and provide to the Settlement Administrator a database formatted as one or more readable Microsoft Office Excel spreadsheets containing the following information (“Class List”): the full name, last known mailing address to the extent available in Defendant’s business records, full Identification Number (or Social Security Number) of each Class Member and Aggrieved Employee, and the number of Qualified Jobs for each Class Member and Aggrieved Employee.

70. Notice by First-Class U.S. Mail:

a. The Settlement Administrator shall send a Class Notice to Class Members and Aggrieved Employees by First-Class U.S. mail within fourteen (14) calendar days of receipt of the Class List. Prior to mailing the Class Notice, the Settlement Administrator shall update the addresses of the Class Members and Aggrieved Employees by reference to the National Change of Address Database maintained by the United States Postal Service.

b. If a Class Notice is returned as non-deliverable within ten (10) days of initial mailing, with a forwarding address, the Settlement Administrator shall resend the Class Notice to the forwarding address.

c. If a Class Notice is returned as non-deliverable within ten (10) days of initial mailing, with no forwarding address, the Settlement Administrator shall conduct a single advanced skip trace to locate the most current address of the person to whom the Class Notice was addressed. The Settlement Administrator shall only conduct one (1) supplemental mailing of a returned Class Notice for each Class Member and/or Aggrieved Employee

1 d. Class Members whose Class Notices are sent a re-mailed Class Notice
2 shall have their original Response Deadline extended by five (5) calendar days.

3 e. Upon completion of these steps, the Parties shall be deemed to have
4 satisfied their obligations to provide the Class Notice to the affected Class Members.

5 71. Settlement Administrator's Duty to Secure Information: The Settlement
6 Administrator (along with any of its agents) shall represent and warrant that it will: (1)
7 provide reasonable and appropriate administrative, physical and technical safeguards,
8 including a reasonable security protocol, for any personally identifiable information
9 ("PII"), which it receives from Defendant's Counsel and/or Class Counsel; (2) not
10 disclose the PII to third parties, including agents or subcontractors, without Defendant's
11 consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set
12 forth herein; and (4) promptly provide Defendant with notice if PII is subject to
13 unauthorized access, use, disclosure, modification, or destruction. The Settlement
14 Administrator may provide notice to both Parties if the PII is subject to unauthorized
15 access, use, disclosure, modification or destruction; however, all additional
16 communications from the Settlement Administrator regarding the scope, circumstances,
17 and substance shall be communicated solely to Defendant.

18 72. Settlement Administrator's Declaration in Advance of Final Approval:
19 Thirty calendar days prior to the Final Approval hearing, the Settlement Administrator
20 shall provide to Class Counsel and Defendant's Counsel, a declaration of due diligence
21 and proof of mailing with regard to the mailing of the Class Notices. Class Counsel
22 shall file the declaration concurrently with Plaintiff's Motion for Final Approval.

23 73. Procedure for Requesting Exclusion from the Class Settlement:

24 a. Any Class Member wishing to be excluded from the Class
25 Settlement must submit a written request for exclusion ("Request for Exclusion") to the
26 Settlement Administrator, by mail, on or before the Response Deadline. The date of
27 the postmark on the mailing envelope will be the exclusive means to determine whether
28

1 a Request for Exclusion has been timely submitted. The Request for Exclusion must:
2 (1) contain the name and number of this Action; (2) state the full name, address, and
3 last four digits of the Social Security Number or Employee Identification Number of
4 the Class Member requesting exclusion; (3) clearly state that the Class Member does
5 not wish to be included in the Class Settlement; (4) be signed by the Class Member;
6 and (5) be returned by mail to the Settlement Administrator at the specified address,
7 postmarked on or before the Response Deadline. Absent good cause found by the Court,
8 a Class Member who does not submit a timely and valid Request for Exclusion will be
9 deemed a Settlement Class Member and will be bound by the Class Settlement.
10 Aggrieved Employees are bound to the PAGA Settlement; if an Aggrieved Employee
11 is also a Class Member, he or she will still be bound to the PAGA Settlement
12 irrespective of whether he or she opts out of the Class Settlement. Class Members are
13 responsible for maintaining a photocopy of their Request for Exclusion, reflecting that
14 it was submitted in a timely manner. Any disputes regarding the timeliness of a Request
15 for Exclusion or whether a written communication constitutes a valid Request for
16 Exclusion, that cannot be resolved between the Parties, shall be determined by the
17 Court, whose determination shall be final.

18 b. If ten percent (10%) or more of the Class Members opt out of the
19 Class Settlement by submitting valid and timely Requests for Exclusion, Defendant
20 shall have the sole and absolute discretion to rescind/void the Settlement Agreement
21 within fifteen (15) calendar days after receiving from the Settlement Administrator the
22 final list of Requests for Exclusion. In the event that Defendant elects to rescind/void
23 the Settlement Agreement, Defendant shall provide written notice of such rescission to
24 Class Counsel and shall be responsible for all costs associated with the administration
25 of the Settlement up to the date of rescission. Such rescission shall have the same effect
26 as a termination of the Settlement Agreement for failure to satisfy a condition of
27 settlement, and the Settlement Agreement shall become null and void and have no
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1 further force or effect. The Parties specifically agree not to solicit opt-outs, directly or
2 indirectly, through any means.

3 74. Procedures for Objecting to the Class Settlement: Class Members who
4 have not opted out of the Class Settlement (i.e., Settlement Class Members) may object
5 to the Class Settlement by mail in writing or by appearing in person, or remotely via
6 Zoom, if applicable, at the final approval hearing. To object by mail to the Class
7 Settlement, the objecting Class Member must submit a written objection (“Objection”)
8 to the Settlement Administrator, by mail, on or before the Response Deadline. The date
9 of the postmark on the mailing envelope will be the exclusive means to determine
10 whether an Objection has been timely submitted. The Objection must: (1) contain the
11 case name and number of the Action; (2) state the full name, address, and last four digits
12 of the Social Security Number or Employee Identification Number of the objecting
13 Class Member; (3) include a written statement of all grounds for the objection
14 accompanied by any legal support for such objection; (4) attach copies of any papers,
15 briefs, or other documents upon which the objection is based; (5) be signed by the Class
16 Member; and (6) be returned by mail to the Settlement Administrator at the specified
17 address, postmarked on or before the Response Deadline. At no time shall any of the
18 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit
19 objections to the Settlement or to appeal from the Final Approval Order and Judgment.
20 Class Counsel shall not represent any Class Members with respect to any such
21 objections to the Settlement. Any Class Member who wishes to appear at the Final
22 Approval Hearing and be heard orally in support of, or to present, an objection to the
23 Class Settlement, may do so.

24 75. Dispute Regarding Qualifying Jobs: Class Members and Aggrieved
25 Employees will have an opportunity to dispute the number of Class Qualifying Jobs and
26 PAGA Qualifying Jobs to which they have been credited, as reflected in their respective
27 Class Notices. In order to dispute Class Qualifying Jobs and/or PAGA Qualifying Jobs,
28

1 Class Members and/or Aggrieved Employees must submit a written letter to the
2 Settlement Administrator (“Qualifying Jobs Dispute”). The Qualifying Jobs Dispute
3 must: (1) contain the case name and number of the Action; (2) be signed by the Class
4 Member; (3) contain the full name, address, telephone number, and the last four digits
5 of the Social Security Number or Employee Identification Number of the disputing
6 Class Member; (4) clearly state that the individual disputes the number of Class
7 Qualifying Jobs and/or PAGA Qualifying Jobs credited to him or her and what he or
8 she contends is the correct number(s) to be credited to him or her; (e) include
9 information and/or attach documentation demonstrating that the number of Class
10 Qualifying Jobs and/or PAGA Qualifying Jobs that he or she contends should be
11 credited to him or her are correct; and (f) is returned by mail to the Settlement
12 Administrator at the specified address, postmarked on or before the Response Deadline.
13 The date of the postmark on the mailing envelope on the submission will be the
14 exclusive means to determine whether a dispute has been timely submitted. Absent
15 information and/or documents demonstrating that Defendant’s records and data are
16 inaccurate as they pertain to the number of Class Qualifying Jobs and/or PAGA
17 Qualifying Jobs to be credited to a disputing Class Member and/or Aggrieved
18 Employee, Defendant’s records will be presumed correct and determinative of the
19 dispute. The Settlement Administrator will evaluate the materials submitted by the
20 Class Member and/or PAGA Employee and the Settlement Administrator will resolve
21 and determine the number of eligible Class Qualifying Jobs and/or PAGA Qualifying
22 Jobs that the disputing Class Member and/or Aggrieved Employee should be credited
23 with under the Settlement. The Settlement Administrator’s decision on such disputes
24 will be final and non-appealable.

25 76. Released Class Claims: Upon the Effective Date and full funding of the
26 Gross Settlement Amount, Plaintiff and all Class Members who do not submit a timely
27 and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to
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1 have fully, finally, and forever released, settled, compromised, relinquished, and
2 discharged the Released Parties (as defined above) of all Released Class Claims (as
3 defined above).

4 77. Released PAGA Claims: Upon the Effective Date and full funding of the
5 Gross Settlement Amount, Plaintiff and the PAGA Employees will be deemed to have
6 fully, finally, and forever released, settled, compromised, relinquished and discharged
7 the Released Parties of and from any and all Released PAGA Claims. The PAGA
8 Employees will be issued a check for their share of the PAGA Payment and will not
9 have the opportunity to opt out of, or object to, the PAGA Settlement. The PAGA
10 Employees are bound by the PAGA Settlement regardless of whether they cash or
11 deposit their Individual PAGA Payment check, and even if they object or opt out of the
12 Class Settlement. The Parties, including the Class Members, further stipulate and agree
13 that even if any Class Member is considered or determined to be an “aggrieved
14 employee” for purposes of the PAGA, said Class Member waives any potential right to
15 recover any penalty allowed by the PAGA related to the Released Claims during the
16 PAGA Period.

17 78. For settlement purposes only, the Parties agree that the Class as defined in
18 Paragraph 5 herein, and which will run through the date of preliminary approval may
19 be certified in the Action. The Parties are not certifying any PAGA claims. In support
20 of this Agreement, Plaintiff will request that the Court certify for settlement purposes
21 the Class as to all non-PAGA claims that have been asserted, which Defendant shall not
22 oppose or object to. Should this Settlement not be approved, the stipulation to certify a
23 class will be null and void and the Parties will return to their respective positions prior
24 to this Agreement being entered and the matters will return to court and litigation will
25 resume.

26 79. Upon execution of the Settlement Agreement, Class Counsel shall
27 promptly submit the Settlement Agreement to the Court in support of Plaintiff’s Motion
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1 for Preliminary Approval and for determination by the Court as to whether the
2 Settlement is within the range of possible judicial approval. Class Counsel will provide
3 Defendant's counsel with a draft of the motion at least five court days prior to filing.
4 Defendant agrees not to oppose the Motion for Preliminary Approval of the Settlement
5 consistent with the Settlement Agreement. Said motion shall apply to the Court for the
6 entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon
7 by the Parties, seeking the following:

- 8 a. Conditionally certifying the Class for settlement purposes only;
- 9 b. Granting Preliminary Approval of the Settlement;
- 10 c. Preliminarily appointing Plaintiff as a representative of the Class;
- 11 d. Preliminarily appointing Plaintiff's Counsel as counsel for the Class;
- 12 e. Approving, as to form and content, the mutually-agreed upon and
13 proposed Class Notice, attached hereto as "**Exhibit A**," and directing the
14 mailing of the Class Notice by first class mail to the Class Members;
- 15 f. Approving the manner and method for Class Members to request
16 exclusion from or object to the Class Settlement as contained herein and
17 within the Class Notice; and
- 18 g. Scheduling a Final Approval Hearing at which the Court will determine
19 whether the Settlement should be finally approved as fair, reasonable, and
20 adequate.

21 80. The Parties will work cooperatively to mutually agree upon the form and
22 content of the Class Notice, as well as the Proposed Order Granting Preliminary
23 Approval.

24 81. Other than the Notices of Settlement filed respectively in the Action, Class
25 Representative, Defendant, and their respective counsel will not make any public
26 disclosure of the Settlement. Class Representative, Defendant, and their respective
27 counsel represent that they have not made any such disclosure. Notwithstanding the
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1 foregoing, the Parties agree that Defendant may make such disclosures that in
2 Defendant's judgment are required in the ordinary course of business, except that
3 Defendant and its counsel shall not encourage any Class Members to request exclusion
4 from or object to the Class Settlement. Nor shall Class Representative and Class
5 Counsel encourage Class Members to request exclusion from or object to the Class
6 Settlement. Class Counsel will take all steps necessary to ensure that the Class
7 Representative are aware of, and will encourage them to adhere to, the restriction
8 against any public disclosure of the Settlement. Furthermore, Plaintiff and Class
9 Counsel will undertake any and all disclosures and/or submissions required to be made
10 to the LWDA in conformity with PAGA.

11 82. Limitation on Publicity: The Parties and their counsel agree that they will
12 not issue any press releases, initiate any contact with the press, respond to any press
13 inquiry or have any communication with the press about the facts, amount or terms of
14 the Settlement. In addition, Plaintiff and Class Counsel agree that that they will not
15 engage in any advertising or distribute any marketing materials relating to the
16 Settlement, including but not limited to any postings on any websites maintained by
17 Class Counsel, and agree to limit any statements made about the Settlement to only say
18 that "the action has been resolved." Within five (5) days after the Court grants
19 preliminary approval of the Settlement, the Settlement Administrator will host a
20 publicly available website to provide information about the settlement process. The
21 contents of the publicly accessible website shall be determined by the Settlement
22 Administrator (with input from Defendant's counsel and Class Counsel), but shall be
23 limited only to information appropriate for Class Members to understand the settlement,
24 properly obtain notice of the settlement, opt out of or object to the settlement, or submit
25 information to the Settlement Administrator. The Settlement Administrator shall take
26 down the website no later than the date of the Final Approval Order and Judgment. Any
27 communication about the Settlement to Class Members prior to the court approved
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1 mailing will be limited to a statement that a settlement has been reached and the details
2 will be communicated in a forthcoming court-approved notice. Plaintiff and Class
3 Counsel are prohibited from discussing the terms or the fact of the Settlement with third
4 parties other than (1) their immediate family members, (2) their respective accountants
5 or lawyers as necessary for tax purposes; or (3) other Class Members until preliminary
6 approval of the settlement. However, Class Counsel may refer specifically to this case
7 and settlement in any adequacy of counsel declarations filed in other cases.

8 83. Duties of the Parties Following Final Approval: After the Response
9 Deadline, and with the Court's permission, a Final Approval Hearing will be conducted
10 to determine whether final approval of the Settlement should be granted, along with the
11 amounts properly payable for (a) Individual Settlement Payments; (b) Individual PAGA
12 Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Incentive Award;
13 and (f) Settlement Administration Costs. The Final Approval Hearing will not be held
14 earlier than forty-five (45) calendar days after the Response Deadline. Plaintiff and
15 Class Counsel will be responsible for drafting the motion seeking final approval of the
16 Settlement. Class Counsel will provide Defendant's Counsel a draft of the motion at
17 least five court days prior to filing it. By way of said motion, Plaintiff will apply for
18 the entry of the mutually-agreed upon proposed order and judgment ("Final Approval
19 Order and Judgment"), which will provide for, in substantial part, the following:

- 20 a. Approving the Settlement, adjudging the terms thereof to be fair,
21 reasonable and adequate, and directing consummation of its terms and
22 provisions;
23 b. Certification of the Settlement Class;
24 c. Approval of the application for Attorneys' Fees and Costs to Class
25 Counsel;
26 d. Approval of the application for Incentive Award to the Class
27 Representative;
28

1 e. Directing Defendant to fund all amounts due under the Settlement
2 Agreement; and

3 f. Entering judgment in the Action while maintaining continuing
4 jurisdiction, in conformity with California Rules of Court 3.769 and the
5 Settlement Agreement.

6 84. Voiding of Agreement if Settlement Not Finalized: Subject to the
7 obligations of mutual full cooperation set forth herein, either Plaintiff or Defendant may
8 terminate the Settlement if after submitting the Settlement for approval to the Court, the
9 Court denies the preliminary approval order (without providing the parties an
10 opportunity to submit supplemental and/or amended paperwork), the final approval
11 order, or judgment in substantially the form submitted by the Parties, or if the Settlement
12 conditions referenced in Paragraph 56(a) are not satisfied, if Defendant exercises its
13 option to void the Settlement Agreement in accordance with Paragraph 73(b), or if the
14 Settlement Agreement as agreed does not become final because of appellate court
15 action. In the event of termination, the terminating Party shall give to the other Party
16 (through its counsel) written notice of its decision to terminate no later than ten (10)
17 calendar days after receiving notice that one of the enumerated events has occurred.
18 Termination shall have the following effects:

19 (a) The Settlement shall be terminated and shall have no force or effect, and
20 no Party shall be bound by any of its terms;

21 (b) In the event the Settlement Agreement is terminated, Defendant shall have
22 no obligation to make any payments to any Party, Settlement Class Member, PAGA
23 Employee or Class Counsel, except that the terminating Party shall pay the Settlement
24 Administrator for services rendered up to the date the Settlement Administrator is
25 notified that the Settlement has been terminated;

26 (c) The Preliminary Approval Order, Final Approval Order and Judgment
27 shall be vacated;

1 (d) The Settlement Agreement and all negotiations, statements, and
2 proceedings relating thereto shall be without prejudice to the rights of any of the Parties,
3 all of whom shall be restored to their respective positions prior to the execution of the
4 Settlement Agreement;

5 (e) Except as otherwise discoverable, neither the Settlement nor any ancillary
6 documents, Action, statements or filings in furtherance of Settlement (including all
7 matters associated with the mediation) shall be admissible or offered into evidence in
8 the Action or any other action for any purpose whatsoever.

9 85. Parties' Authority: The signatories hereto hereby represent and warrant
10 that they have the full authority to sign on behalf of their designated parties, enter into
11 the Settlement Agreement, and bind the Parties hereto to the terms and conditions
12 thereof.

13 86. Mutual Full Cooperation: The Parties agree to fully cooperate with each
14 other to accomplish the terms of the Settlement Agreement, including, but not limited
15 to, execution of such documents and taking of such action as reasonably may be
16 necessary to implement the terms of the Settlement. The Parties shall use their best
17 efforts, including all efforts contemplated by the Settlement and any other efforts that
18 may become necessary by order of the Court, or otherwise, to effectuate the Settlement
19 and the terms set forth herein. As soon as practicable after execution of the Settlement
20 Agreement, Class Counsel shall take all necessary steps to secure the Court's final
21 approval of the Settlement.

22 87. The Parties and their respective counsel agree that they will not attempt to
23 encourage or discourage Class Members from filing Requests for Exclusion.

24 88. No Prior Assignments: The Parties and their respective counsel represent,
25 covenant and warrant that they have not, directly or indirectly, assigned, transferred,
26 encumbered or purported to assign, transfer or encumber to any person or entity any
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1 portion of any liability, claim, demand, action, cause of action or right herein released
2 and discharged except as set forth herein.

3 89. No Admission: Defendant makes no admission of liability or wrongdoing
4 by virtue of entering into this Agreement. Additionally, Defendant reserves the right to
5 contest any issues relating to class certification and liability if the Settlement is not
6 approved. Defendant denies that it has engaged in any unlawful activity, has failed to
7 comply with the law in any respect, has any liability to anyone under the claims asserted
8 in the Action, or that but for the Settlement, a Class should be certified in the Action.
9 This Agreement is entered into solely for the purpose of compromising highly disputed
10 claims. Nothing in this Stipulation is intended or will be construed as an admission by
11 Defendant of liability or wrongdoing. This Settlement and the Parties' willingness to
12 settle the Action will have no bearing on, and will not be admissible in connection with,
13 any litigation (other than solely in connection with this Stipulation). Notice packets and
14 other evidence produced or created by the Parties in connection with the Settlement
15 procedure do not constitute, are not intended to constitute, and will not be deemed to
16 constitute, an admission by Defendant of any violation of any federal, state, or local
17 law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at
18 law or in equity.

19 90. Continued Jurisdiction: The Parties will jointly request that after entry of
20 judgment pursuant to the Settlement, the Court retain jurisdiction pursuant to Rule
21 3.769 of the California Rules of Court and California Code of Civil Procedure § 664.6,
22 for purposes of addressing: (a) the interpretation and enforcement of the terms of this
23 Settlement; (b) settlement administration matters; and (c) such post-judgment matters
24 as may be appropriate under court rules or as set forth in the Settlement Agreement.

25 91. Breach: In the event of a breach of this Settlement, the non-breaching Party
26 shall provide notice to the breaching party and request that the breaching party cure any
27 alleged breach. If the breach is not cured within thirty (30) calendar days of said notice,
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1 the non-breaching party may pursue legal action or other proceeding against any other
2 breaching party or parties to enforce the provisions of the Settlement Agreement or to
3 declare rights or obligations under the Settlement Agreement. In the event of such
4 enforcement Action, the successful party or parties shall be entitled to recover from the
5 unsuccessful party or parties' reasonable attorneys' fees and costs, including expert
6 witness fees incurred in connection with any enforcement actions. All such disputes
7 shall be resolved by the Court.

8 92. Notices: Unless otherwise specifically provided herein, all notices,
9 demands or other communications provided concerning the Settlement shall be in
10 writing and delivered by overnight mail at the addresses set forth below, or such other
11 address as either Party may designate in writing from time to time:

12 To Plaintiff and Settlement Class Counsel:

13 Alexei Kuchinsky (Stata Bar No. 279405)
14 KUCHINSKY LAW OFFICE, P.C.
15 220 Montgomery Street, Suite 2100
16 San Francisco, CA 94104
17 Tel.: (628) 200-0902
18 Fax: (628) 200-0907
19 Email: ak@kuchinskylawoffice.com

20 To Defendant and Defendant's Counsel:

21 Kyle L. Schriner (State Bar No. 215853)
22 SCHRINER LAW FIRM P.C.
23 1936 University Ave, Ste 110,
24 Berkeley, CA 94704
25 Tel.: (415) 321-4924
26 Email: kyle@schrinerlaw.com

27 93. Construction: The Parties hereto agree that the terms and conditions of the
28 Settlement are the result of lengthy, intensive arms-length negotiations between the
Parties, and the Settlement Agreement shall not be construed in favor of or against any

1 party by reason of the extent to which any Party or their counsel participated in the
2 drafting of the Settlement Agreement.

3 94. Captions and Interpretations: The captions and paragraph numbers or titles
4 contained herein are inserted as a matter of convenience and for reference, and in no
5 way define, limit, extend or describe the scope of the Settlement Agreement or any
6 provision of it. Each term of the Settlement Agreement is contractual and not merely a
7 recital.

8 95. Modification: The Settlement Agreement may not be changed, altered or
9 modified, except in writing and signed by the Parties hereto and approved by the Court.
10 The Settlement Agreement may not be discharged except by performance in accordance
11 with its terms or by a writing signed by the Parties hereto and subject to Court approval.

12 96. Construing Provisions: The Parties agree not to challenge this Agreement
13 as illegal, invalid, or unenforceable. If any provisions of this Agreement is determined
14 to be invalid or unenforceable, that provision shall be severed from this Agreement and
15 all of the other provisions shall remain valid and enforceable notwithstanding the
16 severing of the unenforceable portion, unless the provision found to be unenforceable
17 is of such material effect that this Agreement cannot be performed in accordance with
18 the intent of the Parties in the absence of that provision.

19 97. Invalidity of Any Provision: Before declaring any provision of this
20 Settlement Agreement invalid, the Court will first attempt to construe the provision as
21 valid to the fullest extent possible consistent with applicable precedents so as to define
22 all provisions of this Settlement Agreement valid and enforceable.

23 98. Integration Clause: The Settlement Agreement and the Exhibits attached
24 hereto and incorporated herein by reference, contain the entire agreement between the
25 Parties relating to the Settlement and transaction contemplated hereby, and all prior or
26 contemporaneous agreements, understandings, representations and statements, whether
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1 oral or written and whether by a Party or such Party's legal counsel, are merged herein.
2 No rights hereunder may be waived except in writing and subject to Court approval.

3 99. Liens: Named Plaintiff and Class Counsel warrant and represent that there
4 are no liens on the Agreement. Defendant will not have any obligation to pay any
5 amounts additional to those which Defendant is obligated to pay under the Settlement.
6 The obligation of Defendant to satisfy all amounts the Court directs to be paid under
7 the Settlement is complete when the amount due is deposited into the settlement account
8 established by the Settlement Administrator to fund the settlement. It is not the
9 obligation of Defendant to allocate any fees amongst any counsel or to ensure the
10 satisfaction of any purported lien.

11 100. Binding on Successors and Assigns: The Settlement shall be binding upon
12 and inure to the benefit of the Parties hereto and their respective heirs, trustees,
13 executors, administrators, successors and assigns.

14 101. Interim Stay of Proceedings: The Parties agree to stay and hold all
15 proceedings in the Action in abeyance, except such proceedings necessary to implement
16 and complete the Settlement, pending the Final Approval Hearing to be conducted by
17 the Court.

18 102. Defense: To the extent permitted by law, the Settlement may be pleaded
19 as a full and complete defense to, and may be used as the basis for an injunction against,
20 any action, suit, or other proceedings that may be instituted, prosecuted, or attempted
21 with respect to the Released Claims in breach of or contrary to the Settlement.

22 103. Privacy of Documents and Information: Plaintiff and Class Counsel agree
23 that they will destroy all confidential documents and information provided to them by
24 Defendant within thirty (30) days of the Effective Date, except for documents that must
25 be saved for malpractice purposes or ethical rules governing attorney conduct in
26 California and the United States. Plaintiff and Class Counsel further agree that none of
27 the documents and information provided to them by Defendant shall be used for any
28

1 purpose other than prosecution of the Action or the defense or prosecution of a
2 malpractice action or defense of any state bar complaint.

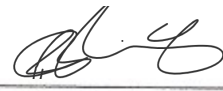
3 104. Signatories: It is agreed that because the Class Members are so numerous,
4 it is impossible or impractical to have each member execute the Settlement Agreement.
5 The Class Notice will advise all Class Members and PAGA Employees of the binding
6 nature of the release of claims, and the release shall have the same force and effect as if
7 the Settlement Agreement were executed by each member.

8 105. Execution and Counterparts: The Settlement Agreement may be executed
9 in counterparts and by facsimile and/or electronic signatures, and when each party has
10 signed and delivered at least one such counterpart, each counterpart shall be deemed an
11 original and, when taken together with other signed counterparts, shall constitute one
12 Settlement Agreement binding upon and effective as to all Parties.

13 106. Plaintiff's Waiver of Right to Be Excluded and Object: By signing this
14 Agreement, Plaintiff is bound by the terms herein stated and further agrees not to request
15 to be excluded from the Settlement and agrees not to object to any of the terms of this
16 Agreement. Any such request for exclusion or objection shall therefore be void and of
17 no force or effect. Plaintiff also agrees not to disparage the Settlement to Class Members
18 or encourage, in any way, Class Members to request to be excluded from the Settlement.

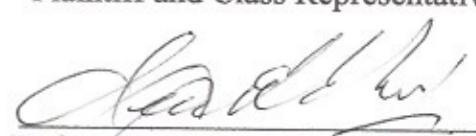
19 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed
20 this Joint Stipulation of Settlement Agreement of Class Action and PAGA Claims
21 between Plaintiff and Defendant as of the date(s) set forth below:

22
23 Dated: 11/09/2022



Richa Ahuja
Plaintiff and Class Representative

24
25
26 Dated: 11/08/2022



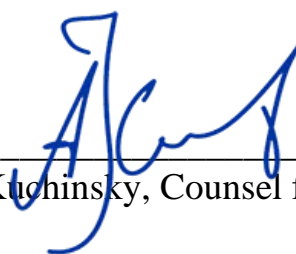
Defendant IMS – Insurance Medical Services,
Inc.

Title: CEO

Name: Saeed Uddin


APPROVED AS TO FORM:

Dated: 11/9/2022



Alexei Kuchinsky, Counsel for Plaintiff Ahuja

Dated: 11/9/2022



Kyle Schriener, Counsel For Defendant IMS –
Insurance Medical Services, Inc.

Exhibit A

A COURT AUTHORIZED LEGAL NOTICE

Ahuja v. IMS - Insurance Medical Services, Inc., et al.
Alameda Superior Court, Case No.: RG21106403

If you were engaged by IMS - Insurance Medical Services, Inc. in California, as an independent contractor from July 22, 2017 until [PA DATE], this class action settlement will affect your rights

- Richa Ahuja(“Plaintiff”), on behalf of herself and all other similarly situated individuals, has sued IMS - Insurance Medical Services, Inc. (“IMS”) to recover unpaid wages because she claims IMS misclassified her and other individuals as independent contractors instead of employees during the period from July 22, 2017 to [PA DATE] (“Lawsuit”).
- These claims have been settled and the Court has preliminarily approved the settlement.
- The Settlement provides for \$75,000 to resolve this Lawsuit and all claims for the period from July 22, 2017 to [PA DATE] (Class Period).
- If you qualify as a Class Member, you could receive money from the settlement.
- Your legal rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You will receive your share of the settlement and you will give up any rights to sue for the Released Claims (defined below).
DISPUTE THE AMOUNT OF COMPENSATION STATED IN THIS NOTICE	If you believe the amount of compensation earned by you during the Class Period, as listed in this Notice, is not accurate, you may submit your own records to dispute your compensation earned. Once your compensation dispute is resolved, you will receive a settlement share and will give up any rights to sue for the Released Claims.
EXCLUDE YOURSELF	Waive all rights, including money, from the settlement, except you will still be subject to the release in relation to PAGA claims. You would retain all rights you may have against IMS, as explained below.
OBJECT	Tell or write to the Court about why you don’t agree with the settlement. The Court may or may not agree with your objection. If the court overrules your objection, you will still receive your share of the settlement and be bound by its terms.

HOW MUCH CAN I GET?	Look at Section 8 of this Notice.
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- Your rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case still must decide whether to finally approve the settlement. Payments will be made if the Court gives the settlement final approval and after any appeals are resolved.

1. Why Did I Get This Notice?

You are not being sued. Plaintiff sued IMS in a class and representative action on behalf of similarly situated individuals like you.

IMs' records show that you were engaged by IMS in California at some point **from July 22, 2017 to [PA DATE]**, and you were classified as an independent contractor.

You received this Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options, before the Court decides whether to provide final approval of this settlement. If the Court provides final approval of the settlement, and after any objections and appeals are resolved, a Settlement Administrator appointed by the Court will make the payments that the settlement allows.

This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

2. What Is This Lawsuit About?

Plaintiff Ahuja sought to represent in this class action, individuals who are or have been engaged by IMS as mobile examiners, field technicians, and/or similar positions related to performing mobile exams and who were classified as “independent contractors” in California at any time **from July 22, 2017 to [PA DATE]** (“Class”). Plaintiff also sought to represent these same individuals as “aggrieved employees” under the Private Attorney’s General Act (“PAGA”). The Court has preliminarily approved Plaintiff Ahuja to represent the Class.

The lawsuit alleges that IMS violated California’s labor laws by failing to (1) minimum wage for all hours worked; (2) reimburse work-related expenses (2) provide accurate itemized wage statements; (4) pay all wages earned upon separation. The lawsuit also seeks

penalties pursuant to Labor Code § 2699 (PAGA).

IMS denies any liability whatsoever and denies that wages, compensation, damages, or penalties are owed, or that it acted contrary to California or federal law.

3. Do I Need to Hire an Attorney?

You do not need to hire your own attorney. You are already represented by Class Counsel (see Section 16 for contact information). However, you may hire your own attorney at your own expense if you choose to do so.

4. What Is IMS' Position?

IMS denies and continues to deny each of the claims and contentions. IMS has concluded that any further defense of this litigation would be protracted and expensive for all Parties. IMS has already spent substantial amounts of time, energy and resources defending this case and, unless this settlement is agreed to, will have to continue to devote time, energy and resources to the defense of the claims asserted by the Plaintiff and the Class. IMS has also considered the risks of further litigation in reaching its decision. IMS has therefore, agreed to settle in the manner and upon the terms set forth in the Settlement Agreement to put to rest the claims as set forth in the Action.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or IMS. After a thorough investigation into the facts of this lawsuit, both sides agreed to a settlement. The class claims were settled because Class Counsel and Plaintiff believe that the amount of the settlement is fair and reasonable in light of the strength and weaknesses of the claims and other factors.

6. How Do I Know If I Am Part of the Settlement?

You are a member of the Class if you were engaged by IMS as a mobile examiner, field technician, and/or similar positions related to performing mobile exams in California and were classified as independent contractor at any time **from July 22, 2017 to [PA DATE]**.

7. What Does the Settlement Provide?

Class Members who do not timely submit a signed and valid request for exclusion will receive a payment from the Net Settlement Amount. The Net Settlement Amount is the portion of the Class Settlement available for distribution to Class Members who do not

timely submit a signed and valid request for exclusion after deduction of the Court-approved Class Representative Incentive Payment, Class Counsel's Attorneys' Fees and Costs, Settlement Administration Costs, and the State of California's portion of the PAGA Payment.

The Settlement provides for \$75,000 to resolve this Lawsuit. Class Counsel will ask the Court to award attorneys' fees in the amount of up to \$25,000, which represents thirty-three and one third of the Class Settlement Amount, and litigation costs in the amount of up to \$3,000 from the Class Settlement Amount. In addition, Class Counsel will ask the Court to authorize a Representative Incentive Payment from the Class Settlement Amount in the amount of \$7,500 to Plaintiff Richa Ahuja to compensate for the risks, time and expense of Plaintiff's involvement in this Action. This payment is in addition to whatever payment named Plaintiff is otherwise entitled to as a Class Member. The Settlement Administrator will also be reimbursed for the expense of notifying the Class Members of the settlement, processing claims and requests for exclusions submitted by Class Members and distributing Individual Settlement Payments. Settlement Administration Costs are estimated at \$4,000. Finally, Class Counsel will ask the Court to approve a PAGA Payment in the amount of \$6,000 for claims under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, of which \$4,500 will be awarded to the State of California Labor and Workforce Development Agency, and \$1,500 will be awarded to PAGA Members.

8. What Can I Get From the Settlement?

IMS's records indicate that you performed approximately _____ **jobs for IMS between from July 22, 2017 to [PA DATE].**

Based on these records, your estimated payment would be \$____. **The actual amount of any payment may vary.**

Class Members who do not opt-out will be paid out of the Net Settlement Amount. If you do not timely submit a valid request for exclusion by the Response Deadline, you will receive your share of the Net Settlement Amount after the Court approves the settlement.

9. How Was My Share Calculated?

Your share of the Net Settlement Amount will be proportionally based on the number of jobs you performed during the Class Period. Specifically, the Settlement Administrator will use the information provided by IMS to calculate the total number of jobs performed by you ("Individual Compensation earned") and the total number of all jobs performed by all Class Members ("Class Compensation earned") during the Class Period. To determine each Class

Member's Individual Settlement Payment, the Settlement Administrator used the following formula: Individual Settlement Payment = (Individual Jobs Performed ÷ Class Jobs Performed) × Net Settlement Amount.

10. How Can I Get Payment?

You do not need to take any action to qualify for payment. However, if you dispute the number of compensation earned to which you have been credited, as provided in this Notice, or the amount of your Individual Settlement Payment, you must contact the Settlement Administrator to register your dispute. You must mail or fax the Settlement Administrator with the details of your dispute and documentary evidence (for example, your invoices). The deadline for this is [DATE - 60 days after mailing]. If you do nothing, you will receive your Individual Settlement Payment and be bound by the terms of the settlement (including the Released Claims described in Section 12 below).

California law protects Class Members from retaliation based on their decision to participate in a class action settlement.

11. When Would I Get My Payment?

If the Court approves the settlement, your settlement share will be mailed to you. The check is estimated to be mailed approximately 85 days from the date of final judgment unless there are objections, appeals, or other challenges to the final judgment. It is always uncertain when these issues can be resolved and resolving them can take time.

12. What Rights Do I Give Up If I Participate or Do Nothing?

Unless you exclude yourself, you will remain a Class Member, and you will be bound by the terms of the settlement, including releasing the Released Claims described below. That means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

Released Claims

As of the date of the Order Granting Final Approval, Class Members will release any and all claims contained in the Action and/or the PAGA Letter, for work performed during the Class Period, including, but not limited to, claims for: (1) failure to pay minimum wage for all hours worked (Cal. Lab. Code §§ 1194, 226.2, 1197.1, 2699 and the applicable Wage Order); (2) failure to reimburse work-related expenses (Cal. Lab. Code §2802, and 2699 and

the applicable Wage Order); (3) failure to provide accurate itemized wage statements (Cal. Lab. Code §§ 226, 226.3, and 2699 and the applicable Wage Order, Sections 7); (4) claim for unlawful deductions (Cal. Lab. Code §§ 221-224, 225.5, and 2699 and the applicable Wage Order, Sections 8); (5) failure to pay earned wages upon discharge - waiting time penalties (Cal. Lab. Code §§201-203, and 2699); ((6) PAGA Claim release is below); (7) Willful Misclassification as Independent Contractors (Cal. Lab. Code § 226.8 (a-c); (8) unfair competition related to any or all of the foregoing; (9) potential claims reasonably arising out of or reasonably relating to the same set of operative facts and/or factual allegations pled therein; (10) any unpaid wages or compensation related to any or all of the foregoing, which are based on the facts alleged in the Actions; (11) restitution related to any or all of the foregoing which are based on the facts alleged in the Actions; and (12) any penalties, including statutory or civil penalties, related to any or all of the foregoing.

As of the date of the Order Granting Final Approval, Class Members will release any and all PAGA claims for work performed from March 30, 2020 through the date of [PA DATE]. Released PAGA Claims shall mean all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et. seq. (and any related interest, attorneys' fees, and/or costs), that were asserted or that could have been asserted any and/or all of the complaints in in the Action and/or the PAGA Letter, arising out of or related to services to or work performed for IMS from March 30, 2020 through the date of [PA DATE]. The PAGA Employees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Settlement. The PAGA Employees are bound by the PAGA Settlement regardless of whether they cash or deposit their Individual PAGA Payment check, and even if they object or opt out of the Class Settlement. The Parties, including the Class Members, further stipulate and agree that even if any Class Member is considered or determined to be an "aggrieved employee" for purposes of the PAGA, said Class Member waives any potential right to recover any penalty allowed by the PAGA related to the released claims from March 30, 2020 through the date of [PA DATE].

13. How Do I Exclude Myself from the Settlement?

If you do not wish to participate in the settlement, you may exclude yourself ("opt out") by submitting a written opt-out request to the Settlement Administrator.

In order to opt-out, you must mail a written signed statement that (1) contain the case name and number of this Lawsuit; (2) state your full name, address, telephone number, and last four digits of the Social Security Number or Employee Identification Number; (3) clearly state that you do not wish to be included in the Class Settlement; (4) be signed by you; and (5) be returned by mail to the Settlement Administrator at the specified address, postmarked

no later than [DATE3} (60 days after first mailing of Notice) (“Response Deadline”).

You must sign the request for exclusion personally and may not have someone sign for you (including an attorney), nor may you submit a request for exclusion on behalf anyone else, or jointly with anyone else. Your request for exclusion must be signed and returned via fax or mail, and postmarked no later than the Response Deadline to:

Claims Admin Name
Claims Admin Address

If you submit a timely and valid request for exclusion, then upon its receipt (1) you shall no longer be a member of the Class, (2) you will not receive any portion of the settlement, except for the portion of the settlement relating to PAGA, (3) you may not object, and (4) you shall receive no benefits from the settlement, except for the portion of the settlement relating to PAGA. If you wish, you may pursue, at your own expense, any claims you may have against IMS. If you do not submit a complete and timely written request for exclusion, you will be included in the Class, and be bound by the terms of the settlement (including the Released Claims described in Section 12 herein).

Do not submit both an objection and request for exclusion. If you submit both, the request for exclusion will be valid, you will be excluded from the Class, and your objection will not be considered by the Court.

Regardless of whether you request to be excluded from the Settlement, you shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all PAGA claims against IMS and the released parties.

14. When Is the Final Approval and Fairness Hearing?

On _____ at _____ a.m./p.m., or such other, later date as the Court may authorize, the Court will hold a Final Approval Hearing in Department 23 of Alameda Superior Court at 1225 Fallon Street, Oakland, CA 94612, to determine whether the settlement is fair, reasonable, and adequate; and if there are objections, the Court will consider them. The Court will also be asked to approve named Plaintiff’s Class Representative Incentive Payment, Class Counsel’s request for Attorneys’ Fees and Costs, the Settlement Administration Costs, and the PAGA Payment.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection or notice of intention to appear with the Court. Notice of the Settlement documents and the final

judgment will be posted on the Settlement Administrator's website at www.XXXX.com.

15. How Do I Object to the Settlement and Appear at the Final Approval and Fairness Hearing?

You may object to the terms of the settlement before the Final Approval Hearing. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. You may do so by objecting to the terms of the settlement either by mail in writing or orally in person at the Final Approval Hearing. However, if the Court rejects your objection, you will still be bound by the terms of the settlement.

To object in writing, you must mail a written objection to the Settlement Administrator (at the address in Section 13 herein). Any written objection must contain (1) the case name and number of the Lawsuit; (2) you full name, address, telephone number, and last four digits of the Social Security Number or Employee Identification Number; (3) a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) attach copies of any papers, briefs, or other documents upon which the objection is based; (5) be signed by you. To be valid and effective, any objections to approval of the settlement must be postmarked no later than the Response Deadline of **[DATE: 60 days from mailing]**. **DO NOT TELEPHONE THE COURT.**

You may also object to the Settlement orally by appearing in person at the Fairness Hearing. If you intend to appear and be heard at the Fairness Hearing, you shall be required to state your full name, specific reason(s) for the objection; and if applicable, present any and all evidence in connection with their objections.

You do not have to attend the hearing, but you may do so at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

If the Court approves the settlement despite any objections, you will receive your settlement proceeds and will be bound by the terms of the settlement (including the Released Claims described in section 12 herein).

16. How Do I Get Additional Information?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Stipulation And Settlement Of Class And Representative Action (“Settlement Agreement”) between Plaintiff and IMS, which is posted on the Settlement Administrator’s website at www.XXXX.com.

You may also refer to the pleadings, the Stipulation and Settlement, and other papers filed in the Action, which may be inspected at the Office of the Clerk for the Superior Court of California, County of Alameda, located at 1225 Fallon Street, Oakland, CA 94612, during the Court’s business hours. The pleadings, orders, papers, and files related to this case can be accessed online at <https://eportal.alameda.courts.ca.gov/?q=node/388> using the case number: RG21106403.

Class Counsel

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**PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR THE
OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS
SETTLEMENT OR THE CLAIM PROCESS.**

**If you have any questions, you can call the Settlement Administrator
at _____ or Class Counsel at (415) 930-9072.**

**BY ORDER OF SUPERIOR COURT OF CALIFORNIA, CITY
AND COUNTY OF ALAMEDA**