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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

SHANNON WILLIAMS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

LABCORP EMPLOYER SERVICES, INC., a
Delaware corporation; LABCORP STAFFING
SOLUTIONS, INC., a Delaware corporation;
WELLNESS CORPORATE SOLUTIONS, LLC,
a Maryland corporation; and DOES 4-10,

Defendants.

CASE NO. 20STCV33583

**AMENDED JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF CLASS
ACTION AND PRIVATE ATTORNEYS
GENERAL ACT CLAIMS**

Action Filed: 9/2/20

Trial Date: None set

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CORPORATE SOLUTIONS, LLC

1 This Joint Stipulation and Settlement Agreement of Class Action and Private Attorneys General
2 Act (“PAGA”) Claims (“Stipulation of Settlement” or “Settlement”) is made and entered into by and
3 between Plaintiffs Shannon Williams and Jonathan Tumblin (hereinafter referred to as “Class and
4 PAGA Representatives” or “Plaintiffs”) and on behalf of the class and aggrieved employees, and
5 Defendants Labcorp Employer Services, Inc., Labcorp Staffing Solutions, LLC, and Wellness
6 Corporate Solutions, LLC (“Defendants”) (Plaintiffs and Defendants hereinafter are collectively
7 referred to as the “Parties”).

8 THE PARTIES STIPULATE AND AGREE as follows:

9 **DEFINITIONS**

10 1. “Action” shall mean the action entitled *Shannon Williams, et al. v. Labcorp Employer*
11 *Services, et al.*, Los Angeles Superior Court Case No. 20STCV33583.

12 2. “Class Counsel” shall mean Lauren Teukolsky of Teukolsky Law, A Professional
13 Corporation, and Ramit Mizrahi of Mizrahi Law, APC.

14 3. “Class Members” shall mean all non-exempt individuals who worked for any of
15 Defendants Labcorp Employer Services, Inc., Labcorp Staffing Solutions, Inc. and Wellness Corporate
16 Solutions, LLC providing mobile health services in the State of California at any time during the Class
17 Period.

18 4. “Class Period” shall mean February 5, 2019 through the date of preliminary approval of
19 the Settlement, subject to an earlier end date under the escalation clause set forth in Paragraph 73.

20 5. “Class Released Claims” or “Released Claims” shall have the meaning ascribed to it in
21 Paragraph 62(a)-(d) below.

22 6. “Class and PAGA Representatives” or “Plaintiffs” shall mean Plaintiffs Shannon
23 Williams and Jonathan Tumblin.

24 7. “Court” shall mean the Superior Court of the State of California for the County of Los
25 Angeles.

26 8. “Court’s Final Order and Judgment” means the Final Order Approving Class Action
27 and PAGA Settlement, and Judgment in a form to be agreed upon by the Parties and approved by the
28 Court.

1 9. “Defendants’ Counsel” shall mean Christopher J. Kondon, Saman M. Rejali, Todd L.
2 Nunn, Eugene Ryu, and Neil Eddington of K&L Gates LLP.

3 10. “Effective Date” shall have the meaning ascribed to it in Paragraph 38 below.

4 11. “Final Approval Hearing” shall mean the hearing whereat the Court shall consider,
5 without limitations, any timely objections to the Settlement from Settlement Class Members, testimony
6 from the Parties or their counsel, declarations regarding the claims process from the Settlement
7 Administrator, and otherwise make a final determination regarding the fairness of the Settlement as set
8 forth herein.

9 12. “Gross Settlement Fund” shall refer to Two Million Seven Hundred Thousand Dollars
10 (\$2,700,000.00), which is the maximum amount that Defendants will collectively pay pursuant to this
11 Settlement, excluding Defendants’ share of payroll taxes, which shall be paid by Defendants separately
12 and in addition to the Gross Settlement Fund.

13 13. “Incentive Award” shall mean the payment made to Plaintiffs in their capacity as Class
14 and PAGA Representatives, which sum is over and above their Individual Settlement Payments.

15 14. “Individual Settlement Payment” will be the portion of the Net Settlement Amount
16 payable to a Settlement Class Member.

17 15. “Net Settlement Amount” means the funds available for payments to the Class
18 Members, which shall be an amount remaining after the following amounts are deducted from the
19 Gross Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement
20 Administration Costs, (4) Incentive Payment to Plaintiffs; and (5) PAGA Penalties to be paid to the
21 Labor & Workforce Development Agency (“LWDA”) and PAGA Employees.

22 16. “Notice of Proposed Settlement” or “Notice” means the Notice of Pendency of Class
23 Action in substantially the form attached hereto as Exhibit A, and as approved by the Court.

24 17. “PAGA” shall mean the California Labor Code Private Attorneys General Act, Labor
25 Code §§ 2698 *et seq.*

26 18. “PAGA Employees” shall mean all current and former non-exempt employees of
27 Defendants LabCorp Employer Services, Inc., LabCorp Staffing Solutions, Inc. and Wellness
28 Corporate Solutions, LLC in the State of California at any time during the PAGA Period.

19. “PAGA Payment” means the payment to the LWDA and the PAGA Employees in settlement of all claims for PAGA penalties.

20. “PAGA Employee Payments” means the payment issued to each PAGA Employee for his/her/their share of the PAGA Payment.

21. “PAGA Period” shall mean August 17, 2019 through the date the PAGA Settlement is approved by the Court.

22. “Parties” shall refer to the Plaintiffs and Defendants, each of whom is a “Party.”

23. “Released Parties” are defined to include Defendants Labcorp Employer Services, Inc., Labcorp Staffing Solutions, Inc., and Wellness Corporate Solutions, LLC, and all their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendants’ counsel of record in the Action.

24. “Settlement” or “Stipulation of Settlement” shall mean this Joint Stipulation of Settlement of PAGA and Class Action Claims.

25. “Settlement Administrator” means Phoenix Settlement Administrators (“Phoenix”).

26. “Settlement Class Members” shall mean the individual Class Members who did not opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraphs 55 and 56.

27. “Event” shall mean any single provision of services by any Defendant to a client at which a Class Member worked providing mobile health services to that Defendant during the Class Period or PAGA Period.

RECITALS

28. This Action is comprised of the suit pending in Los Angeles Superior Court, styled *Shannon Williams, et al. v. Labcorp Employer Services, et al.*, Los Angeles Superior Court Case No. 20STCV33583, seeking damages, costs, fees, declaratory relief, and PAGA penalties for: claims for minimum wage violations; failure to pay overtime wages; meal period violations; rest period violations; unlawful failure to reimburse for necessary expenditures; itemized wage statement violations; waiting time penalties; unfair competition; and failure to keep proper records. The Action was filed on September 2, 2020 in Los Angeles Superior Court. Defendants removed the Action to

1 federal court on November 5, 2020. The Parties then stipulated to remand the Action, and the federal
2 court ordered that the Action be remanded on June 24, 2021. The operative complaint is the Second
3 Amended Complaint, filed on November 15, 2021.

4 29. Before filing the Action and thereafter, Class Counsel conducted a thorough
5 investigation into the facts underlying the claims in the Action. Class Counsel engaged in extensive
6 formal and informal discovery, including obtaining all of Defendants' relevant written wage and hour
7 policies and procedures in effect during the Class Period, hiring an expert to review data and calculate
8 damages, and reviewing and analyzing payroll and timekeeping records for all Class Members. Class
9 Counsel interviewed dozens of Class Members, both before and after the *Belaire-West* notice process
10 was completed in June 2021. Class Counsel produced documents requested by Defendants and met and
11 conferred extensively with counsel for Defendants throughout the litigation regarding the pleadings
12 and discovery. Following exchange and extensive review of relevant documents and class data, on
13 February 18, 2022, the Parties engaged in a full-day mediation with experienced wage and hour class
14 action mediator Todd Smith, Esq., which resulted in a global settlement of the claims premised on the
15 allegations in the complaint.

16 30. Defendants deny any liability or wrongdoing of any kind whatsoever associated with
17 the claims in the Action, and further deny that, for any purpose other than settling this Action, this
18 Action is appropriate for class action or representative treatment.

19 31. It is the Parties' desire to fully, finally and forever settle, compromise and discharge all
20 disputes and claims arising from or related to the allegations of this Action.

21 32. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and
22 complete settlement and release of all Class Released Claims and all PAGA Claims (as defined in
23 Paragraphs 62 and 63 below) against all Released Parties.

24 33. It is the Parties' intention that this Settlement shall not become effective until the
25 Court's order approving the Settlement is final, and there is no further recourse by any Class Member,
26 PAGA Employee, or other party with standing to contest or appeal the Settlement, or until all actual
27 appeals and/or challenges are resolved in favor of finally approving this Settlement.
28

TERMS OF SETTLEMENT

37. It is agreed by and between Plaintiffs and Defendants that this Action and any claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Plaintiffs on behalf of themselves, the Class Members, and/or the PAGA Employees arising out of the disputes which are the subject of this Action, be settled and compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

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1 and no appeal is taken of the Final Approval Order, then the Effective Date will be sixty-five (65) days
2 after the trial court enters the Final Approval Order; or (C) if an appeal is taken from the Court's
3 overruling of objections to the settlement, then the Effective Date will be ten (10) business days after
4 the appeal is withdrawn or after an appellate decision affirming the Final Approval Order becomes
5 final. If the Court declines to approve the Settlement or the Effective Date otherwise fails to occur, the
6 entire Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached.
7 All negotiations, statements and proceedings and data relating thereto shall be protected by California
8 Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

9 39. Gross Settlement Fund: To implement the terms of this Settlement, Defendants agree to
10 collectively pay a maximum total payment of Two Million Seven Hundred Thousand Dollars and Zero
11 Cents (\$2,700,000.00) (i.e., the Gross Settlement Fund, as defined in Paragraph 12), which includes
12 payments to Settlement Class Members (excluding any appropriate and lawfully required employer-
13 side payroll taxes owed by Defendants on such payments which Defendants shall be separately
14 responsible for apart from the Gross Settlement Fund), Incentive Award to the Class and PAGA
15 Representatives, the PAGA Payment, the Settlement Administrator's fees and costs, approved
16 attorneys' fees and litigation costs, interest, and any other payments provided by this Settlement.
17 Except as otherwise specified herein, Defendants shall not be required to pay any additional monies
18 beyond the amount of the Gross Settlement Fund. Further, no portion of the Gross Settlement Fund
19 shall revert to Defendants, and any amount of the Gross Settlement Fund not required to pay the above
20 referenced amounts shall be paid to the Settlement Class Members on a pro rata basis according to the
21 formula contained herein.

22 40. Tax Treatment of the Gross Settlement Fund: The Parties agree that the Gross
23 Settlement Fund will qualify as a Settlement Fund pursuant to the requirements of section 468(B)(g) of
24 the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the income tax
25 regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator" of
26 the qualified Settlement Funds for purposes of section 1.46B-2(k) of the income tax regulations. As
27 such, all taxes imposed on the gross income of the Gross Settlement Fund and any tax-related expenses
28

1 arising from any income tax return or other reporting document that may be required by the Internal
2 Revenue Service or any state or local taxing body will be paid from the Gross Settlement Fund.

3 41. Funding of Settlement Amount: Within twenty-one (21) calendar days after the
4 Effective Date, Defendants shall transfer to the Settlement Administrator an amount equal to the Gross
5 Settlement Fund and the employer's share of payroll taxes. The delivery of the Gross Settlement Fund
6 and the employer's share of payroll taxes to the Settlement Administrator shall constitute full and
7 complete discharge of the entire obligation of Defendants under this Settlement. Once Defendants
8 have made such payments, they will be deemed to have satisfied all terms and conditions under this
9 Settlement, shall be entitled to all protections afforded to Defendants under this Settlement, and shall
10 have no further obligations under the terms of the Settlement regardless of what occurs with respect to
11 those sums.

12 42. Allocation of the Gross Settlement Fund: Subject to Court approval and the conditions
13 specified in this Agreement, and in consideration of the mutual covenants and promises set forth
14 herein, the Parties agree the Gross Settlement Fund shall encompass the following: (1) Class
15 Counsel's fees and expenses; (2) the Plaintiffs' Incentive Award; (3) the Settlement Administrator's
16 costs; (4) the PAGA Payment payable to the LWDA and PAGA Employees; and (5) the Net
17 Settlement Amount.

18 a. The Net Settlement Amount shall be divided among the Settlement Class Members on a
19 pro-rata basis, based upon the following:

20 i. Each Settlement Class Member's Event count, which shall be the sum of the
21 total number of Events the Settlement Class Member worked during the Class
22 Period;

23 ii. Divided by the combined sum of all Settlement Class Members' Event count;
24 and

25 iii. Multiplied by the value of the Net Settlement Fund.

26 b. Each Settlement Class Member's respective calculation of total Events worked and
27 estimated share of the Net Settlement Amount shall be identified in the Notice.
28

- 1 c. The Parties agree that Defendants' employment data will be presumed to be correct
2 unless a particular Class Member proves otherwise by credible evidence. To dispute the
3 number of events, a Class Member must notify the Settlement Administrator in writing
4 via mail or email no later than 45 days after the Notice is mailed ("Event Dispute").
5 The Event Dispute must contain: (a) the Class Member's full name, address and phone
6 number; (b) the number of Events worked the Class Member contends is correct; and
7 (c) any evidence supporting the Class Member's contention, such as itemized wage
8 statements or emails confirming that the Class Member worked an event. All Class
9 Member disputes will first be presented to Class Counsel and Defendants' counsel, who
10 will jointly make a recommendation (based on the best available data and any evidence
11 from the Class Member) to the Settlement Administrator after meeting and conferring in
12 good faith. If they are unable to reach agreement, the dispute will be resolved and
13 decided by the Settlement Administrator and the Settlement Administrator's decision on
14 all disputes will be final and non-appealable.
- 15 d. To the extent that amounts in Paragraphs 46 and 47 below are not approved by the
16 Court, such amounts will be reallocated to the Net Settlement Amount unless allocated
17 otherwise by agreement of the Parties, with approval of the Court.
- 18 e. Thirty three percent (33%) of the Net Settlement Amount distributed to each Settlement
19 Class Member will be considered wages, and will be reported as such to each
20 Settlement Class Member on an IRS Form W-2. The Parties agree that thirty three
21 percent (33%) of the Net Settlement Amount distributed to each Settlement Class
22 Member will be considered penalties, and will be reported as such to each Settlement
23 Class Member on an IRS Form 1099 misc., if applicable. The Parties agree that thirty
24 four percent (34%) of the Net Settlement Amount distributed to each Settlement Class
25 Member will be considered interest and will be reported as such to each Settlement
26 Class Member on an IRS Form 1099 misc., if applicable. The Parties further agree that
27 the PAGA Employee Payments distributed to each PAGA Employee will be treated
28

entirely as civil penalties, and will be reported as such to each PAGA Employee on an IRS Form 1099-Misc, if applicable.

- f. Within ten (10) calendar days of the transfer of the Gross Settlement Funds to the Settlement Administrator, and only upon the Effective Date being met, the Settlement Administrator shall issue to each Settlement Class Member his/her/their Individual Settlement Payment, and will distribute the Class Counsel's fees, Class Counsel's costs, Incentive Payment to Plaintiffs, PAGA Payment, and Settlement Administrator's costs.
- g. If a check sent to a Settlement Class Member is returned as undeliverable, the Settlement Administrator shall re-mail the check to any forwarding address provided. If a forwarding address is not provided, or is invalid, the Settlement Administrator shall send an email to the Settlement Class Member's last known email address to attempt to determine a current mailing address. If that effort is unsuccessful, the Settlement Administrator shall make other reasonable efforts to determine a valid mailing address, including using a skip-trace, or other search, using the name, address, or Social Security number of the Settlement Class Member involved, and will then perform a single remailing. Checks will remain negotiable for one-hundred eighty (180) days. The Settlement Administrator shall apprise Class Counsel of the name, address, phone number, and email of any Settlement Class Members whose checks remain uncashed sixty (60) days after issuance. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than 180 days after issuance shall be paid to the State Controller's Unclaimed Property Fund under the escheatment process described at California Code of Civil Procedure §§ 1500, *et seq.* such that the amounts will be retained as unclaimed funds in the name of the Settlement Class Members.

43. PAGA Payment: Subject to the Court's Approval, Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement Amount to the PAGA Claims. Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), representing 75% of the PAGA Payment, shall be paid to the LWDA. Twelve Thousand Five Hundred Dollars and Zero Cents

1 (\$12,500.00), representing 25% of the PAGA Payment, shall be distributed to the PAGA Employees as
2 PAGA Employee Payments. Upon the date that Defendants pay the Gross Settlement Fund amount,
3 the PAGA Employees and the State of California shall release their PAGA claims in their entirety and
4 may not opt out of or object to the PAGA release. To arrive at the PAGA Employee Payments, the
5 portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA
6 Employees on a pro-rata basis, based upon the following:

- 7 a. Each PAGA Employee's Event count, which shall be the sum of the total number of
8 Events the PAGA Employee worked during the PAGA Period;
- 9 b. Divided by the combined sum of all PAGA Employees' Event counts; and
- 10 c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA
11 Employees.

12 44. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual
13 Settlement Payments, PAGA Employee Payments, and the Incentive Award shall not be utilized to
14 calculate any additional benefits under any benefit plans to which any Plaintiffs, Settlement Class
15 Members and/or PAGA Employee may be eligible including, but not limited to: retirement plans,
16 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
17 PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will
18 not affect any rights, contributions, or amounts to which Plaintiffs, Settlement Class Members and
19 PAGA Employees may be entitled under any benefit plans.

20 45. Settlement Administrator: The Settlement Administrator will maintain acceptable
21 electronic and physical security protocols to adequately protect and safeguard the private employee
22 information it will have access to as a result of the claims process. The fees and expenses of the
23 Settlement Administrator, estimated not to exceed \$15,000, shall be paid through the Gross Settlement
24 Fund. Should settlement administration costs be less than the amount approved by the Court, the
25 difference between the actual administration costs and the approved amount shall be added back into
26 the Net Settlement Amount.

27 46. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class Counsel
28 shall be allowed to seek their attorneys' fees, which collectively shall not exceed one-third (1/3) of the

1 Gross Settlement Fund, or Nine Hundred Thousand Dollars (\$900,000.00), plus reasonable
2 costs/expenses not to exceed Thirty Thousand Dollars (\$30,000.00), subject to approval by the Court.
3 Defendants will not object to Class Counsel's application for attorneys' fees and costs in these
4 amounts. The amount set forth above will cover all work performed and all fees and costs incurred to
5 date, and all work to be performed and all fees and costs to be incurred in the future in connection with
6 the approval by the Court of this Stipulation of Settlement, and the administration of the Settlement.
7 Should Class Counsel request a lesser amount, or should the Court approve a lesser amount of
8 attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the maximum
9 amount set forth above shall be added back into the Net Settlement Amount. No Class Counsel shall
10 be entitled to further fees or costs from any Defendant if they elect to appeal any reduction in the
11 requested fee or cost award. The Court's modification or denial of Class Counsels' request for fees
12 and/or costs shall not serve as grounds to nullify or modify the settlement, or increase the Gross
13 Settlement Amount. Plaintiffs and Defendants shall bear their own attorney's fees and costs, except as
14 provided herein.

15 47. Class and PAGA Representative's Incentive Award: Subject to the Court's approval,
16 each Class and PAGA Representative will be paid an Incentive Award in an amount up to a maximum
17 of Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition for their service as a Class and
18 PAGA Representative, which shall be paid from the Gross Settlement Fund. Defendants will not
19 object to Class Counsel's application for Court approval of this Incentive Award. It is understood that
20 the Incentive Award is in addition to any claimed Individual Settlement Payment or PAGA Employee
21 Payment to which Plaintiffs are entitled. The Court's modification or denial of Plaintiffs' request for
22 Incentive Award shall not serve as grounds to nullify or modify the settlement, or increase the Gross
23 Settlement Amount. The Incentive Award shall not be deemed wages and will be reported on an IRS
24 Form 1099-Misc, if applicable.

25 48. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments
26 and withholding all required state and federal taxes in accordance with this Stipulation of Settlement.
27 The Settlement Administrator will issue IRS Forms W-2 with respect to the amounts paid as wages to
28 the Settlement Class Members, and IRS Forms 1099 with respect to the amounts paid as interest and

1 penalties to the Settlement Class Members and PAGA Employees. The Settlement Administrator will
2 also issue IRS Forms 1099 to: (1) Plaintiffs for the Incentive Award; and (2) Class Counsel for the
3 amount paid for approved fees and costs. The Settlement Administrator will be responsible for
4 preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting
5 Defendants' share of payroll taxes to the appropriate government agencies on behalf of Defendants.
6 Plaintiffs and Class Counsel will be responsible for correctly characterizing this compensation for tax
7 purposes and for paying any taxes on the amounts received.

8 49. Indemnification: Plaintiffs and Class Counsel acknowledge and agree that they are and
9 will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
10 associated with their respective allocated portions of the payments described herein, and agree to
11 indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal,
12 State, or Local taxing authority that Plaintiffs or Class Counsel failed to pay or underpaid their or her
13 or his share of taxes associated with the payments set forth in this Settlement. The Parties
14 acknowledge and agree that Class Counsel is not responsible for the payment of any Federal, State, and
15 Local taxes or penalties associated with payments to Plaintiffs and Class Members.

16 **NOTICE TO THE SETTLEMENT CLASSES**

17 50. No later than thirty (30) calendar days after the date on which the Court enters an order
18 granting preliminary approval of the Settlement, Defendants shall provide the Settlement
19 Administrator with a Microsoft Excel spreadsheet containing the following information for each Class
20 Member: (1) full name, (2) last known address, (3) Social Security Number, and (4) number of Events
21 worked during the Class Period ("Class List"). Defendants shall provide Class Counsel with the same
22 list except the last known address and Social Security Number information shall not be included. All
23 copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with
24 the Settlement may be used only with respect to this Settlement, and no other purpose, and may not be
25 used in any way that violates any existing contractual agreement, statute, or rule. Within 60 days after
26 Defendants fully fund the Gross Settlement Amount and any employer-side payroll taxes, and the
27 Judgment becomes final, Class Counsel will return or destroy and confirm in writing to Defendants the
28 destruction or return of all such documents and data.

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

12 52. The Settlement Administrator shall send a Notice to each Class Member by first class
13 mail within forty five (45) calendar days of receipt of the Class Member List pursuant to Paragraph 50.
14 Prior to mailing the Notice, the Settlement Administrator shall update the addresses of the Class
15 Members by reference to the National Change of Address Database maintained by the United States
16 Postal Service. If a Notice is returned as non-deliverable but with a forwarding address, the Settlement
17 Administrator shall resend the Notice to the forwarding address. If a Notice is returned as non-
18 deliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip
19 trace to locate the most current address of the person to whom the Notice was addressed, and shall
20 resend within five (5) calendar days the Notice to any updated address. Upon completion of these
21 steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice to the
22 affected Class Members. The deadlines for Class Members’ written objections, Event Dispute, and
23 Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided
24 in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform
25 the Class Member of the extended deadline with the re-mailed Class Notice.

26 53. The Settlement Administrator shall provide to the Court, concurrently with Plaintiffs’
27 Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the
28 mailing of the Notices.

- 1 54. The Settlement Administrator shall also be responsible for:
- 2 a. Mailing the Notice as directed by the Court;
- 3 b. Establishing and maintaining and using an internet website to post information of
- 4 interest to Class Members including the date, time and location for the Final Approval
- 5 Hearing and copies of the Settlement, Motion for Preliminary Approval, the order
- 6 granting Preliminary Approval, the Class Notice, the Motion for Final Approval, the
- 7 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
- 8 and Class Representative Service Payment, the Final Approval and the Judgment. The
- 9 Administrator will also maintain and monitor an email address and a toll-free telephone
- 10 number to receive Class Member calls, faxes and emails
- 11 c. Keeping track of timely and proper requests for exclusion;
- 12 d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and the
- 13 PAGA Payment to the LWDA;
- 14 e. Providing weekly status reports to counsel for the Parties, including: (a) the number of
- 15 Notices mailed (including information regarding undeliverable and/or emailed Notices);
- 16 (b) the number of disputes received (and sending copies of said disputes); (c) the
- 17 number of objections received; and, (d) the number of requests for exclusion received;
- 18 f. Notifying Counsel for Defendants of the wiring instructions to fund the Settlement
- 19 Amount as approved by the Court and cooperating with any security measures as
- 20 needed;
- 21 g. Preparing the checks containing the Individual Settlement Payments;
- 22 h. Distributing and paying the Incentive Award, Individual Settlement Payments, PAGA
- 23 Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to
- 24 Class Counsel;
- 25 i. Issuing tax forms and addressing employer and employee-side payroll taxes as
- 26 described in Paragraph 48; and
- 27 j. Such other tasks as the Parties mutually agree or the Court orders the Settlement
- 28 Administrator to perform, including responding to questions from Class Members.

REQUESTS FOR EXCLUSION

55. Class Members will be provided 45 days within which to submit requests for exclusion. Class Members who wish to exclude themselves from the Settlement will need to mail those requests for exclusion to the Settlement Administrator only. No requests for exclusion shall be accepted if postmarked after the forty five (45) calendar day period for the submission of exclusions. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. To be valid, a request for exclusion must include: (1) the Class Member's name, address, telephone number and the last four digits of the Social Security number; (2) contain a statement that the Class Member wishes to be excluded from the Settlement; (3) be signed by the Class Member. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Settlement Administrator, whose determination shall be final. The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge.

56. Class Members who submit timely requests to opt out of the Settlement will not receive payment from Settlement, and will not be bound by the terms of the proposed Settlement or the final judgment (with the exception of claims arising under the PAGA.) Eligible PAGA Employees will receive their share of the employee portion of the PAGA Payments and will be deemed to have released any claims arising out of PAGA, regardless of whether they opt-out from the release of their class claims. The Parties agree that there is no right for a PAGA Employee to opt out of or object to the PAGA Settlement.

57. If five percent (5%) or more of the Class Members opt out of the Settlement by submitting valid and timely requests for exclusion, Defendants shall have the sole and absolute discretion to rescind/void the Settlement Agreement within 30 calendar days after the expiration of the opt-out period. Such rescission shall have the same effect as a termination of the Settlement

1 Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become
2 null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs,
3 directly or indirectly, through any means.

4 **OBJECTIONS TO THE SETTLEMENT**

5 58. Class Members will be provided 45 days within which to submit objections to the
6 Settlement. Any Class Member, who does not affirmatively opt-out of the Settlement by submitting a
7 valid and timely request for exclusion, may object to the approval of class action settlement
8 (“Objecting Class Member”). Any Class Member who makes a timely request for exclusion has
9 waived their right to object. The Objecting Class Member shall inform the Court and the Parties in the
10 objection of (1) full name and current address of the Objecting Class Member; and (2) the specific
11 reason(s) for the objection; and (3) shall also provide any and all evidence and supporting papers
12 (including, without limitation, all briefs, written evidence, and declarations) to be considered by the
13 Court. Class Members who wish to object will need to mail those objections to the Settlement
14 Administrator only. Class Members will not be barred from appearing at the final approval hearing if
15 they have not complied with the objection procedures for mailing objections to the Settlement
16 Administrator. PAGA Employees and Class Members shall have no right to object to the PAGA
17 release or PAGA Payment.

18 59. Any Class Member who fails to timely submit an objection shall be foreclosed from
19 making any objection to this Settlement or from filing an appeal of the Court’s Final Order and
20 Judgment unless otherwise ordered by the Court.

21 60. Counsel for the Parties shall file any response to the objections submitted by Objecting
22 Class Members, if any, at least five (5) calendar days before the date of the Final Approval Hearing.

23 61. At no time shall any of the Parties or their counsel seek to solicit or otherwise
24 encourage Class Members to submit written objections to the Settlement or to appeal from the Court’s
25 Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any
26 such objections to this Settlement.

RELEASE OF CLAIMS BY CLASS AND PAGA REPRESENTATIVE, SETTLEMENT
CLASS MEMBERS, AND PAGA EMPLOYEES

62. Release of All Settled Claims. Upon the date that Defendants pay the Gross Settlement Fund amount, Participating Class Members will fully and finally release and discharge Released Parties from all claims, rights, demands, liabilities and causes of action under state, federal or local law, whether statutory, common law, or administrative law, that are alleged, or reasonably could have been alleged, based on the same or similar facts and claims asserted in the operative Second Amended Complaint or PAGA Notice to the LWDA in this Action including, but not limited to, the following claims:

- a. claims for minimum wage violations; failure to pay overtime wages; meal period violations; rest period violations; unlawful failure to reimburse for necessary expenditures; itemized wage statement violations; waiting time penalties; unfair competition; and failure to keep proper records;
- b. Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims asserted in the operative Second Amended Complaint; and
- c. Those Class Members who cash, deposit, or otherwise negotiate their Individual Settlement Payment checks will be deemed to have opted in for purposes of the Fair Labor Standards Act ("FLSA") and to have, thereby, released all of the Released Parties of all minimum wage and overtime claims which arose under the FLSA during the Class Period. Individual Settlement Payment checks will contain the following printed notice advising Class Members that they are opting in to the FLSA collective action by cashing, depositing or otherwise negotiating their Individual Settlement Payment checks: "BY CASHING THIS CHECK YOU ARE AGREEING TO THE TERMS OF THE SETTLEMENT REACHED IN [THE ACTION], AND AGREE TO OPT-IN TO THE SETTLEMENT AND TO RELEASE CLAIMS UNDER THE FAIR LABOR STANDARDS ACT PURSUANT TO THE SETTLEMENT."
- d. This release shall apply to claims arising during the Class Period. The claims set forth in subparagraphs (a)-(b) shall be collectively referred to as the "Released Claims."

1 63. Release of PAGA Claims. Upon the date that Defendants pay the Gross Settlement
2 Fund amount, Plaintiffs, the LWDA, and the State of California release the Released Parties of and
3 from any and all PAGA claims that could have been asserted under the California Labor Code Private
4 Attorneys General Act of 2004 based on the same or similar factual allegations and claims in the
5 operative Complaint in this Action or any PAGA notices submitted by Plaintiffs to the LWDA, for the
6 PAGA Period.

7 64. Release of Claims by Class and PAGA Representatives. Upon the date that Defendants
8 pay the Gross Settlement Fund amount, and as a condition of receiving any portion of their Incentive
9 Award, the Class and PAGA Representatives, Shannon Williams and Jonathan Tumblin, for
10 themselves only, agree to the additional following General Release: As to the claims of Class and
11 PAGA Representatives only, the Released Claims further include, without limitation, any and all
12 claims whatsoever Class and PAGA Representatives Shannon Williams and Jonathan Tumblin may
13 have against Released Parties regarding their employment and/or the termination of employment
14 including, but not limited to, any claims for wages, penalties, bonuses, severance pay, vacation pay,
15 employment benefits, stock options, violation of any personnel policy, any claims based on
16 discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind
17 whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good
18 faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of
19 retaliation, any legal restriction on any Defendants' right to terminate the employment relationship, or
20 any federal, state, or other governmental statute, executive order, regulation or ordinance, or common
21 law, or any other basis whatsoever, to the fullest extent provided by law. Class and PAGA
22 Representatives Shannon Williams and Jonathan Tumblin shall be deemed to have, and by operation of
23 the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the
24 provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar
25 provision under federal or state law that purports to limit the scope of a general release. Plaintiffs, for
26 themselves, have read Section 1542 of the Civil Code of the State of California, which provides as
27 follows:
28

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

Shannon Williams and Jonathan Tumblin understand that Section 1542 gives the right not to release existing claims of which they are not now aware, unless they voluntarily choose to waive this right. Having been so apprised, Shannon Williams and Jonathan Tumblin nevertheless voluntarily waive the rights described in Section 1542, and elect to assume all risks for claims that now exist in their favor, known or unknown.

65. Defendants agree that they will adopt a neutral reporting policy regarding any future employment references related to Shannon Williams and Jonathan Tumblin. In the event that any potential or future employers of Shannon Williams and Jonathan Tumblin request a reference regarding Defendants' employment of them, Defendants shall only provide their dates of employment and job titles during employment. Defendants shall not refer to the Action or this Settlement.

CONTRIBUTION TO TOTAL SETTLEMENT AMOUNT BY DEFENDANTS

66. Defendants agree to the contribution to the Total Settlement Amount as follows:

- a. Defendants LabCorp Employer Services and LabCorp Staffing Services agree to pay a total of \$2,700,000 to fund the Settlement;
- b. Defendant Wellness Corporate Solutions agrees to reimburse LabCorp Employer Services and LabCorp Staffing Services \$135,000.00 within 30 days of LabCorp Employer Services and/or LabCorp Staffing Solutions' funding the Settlement.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION

67. For settlement purposes only, the Parties hereby stipulate to the conditional certification of the Class as defined in Paragraph 3 herein. The Parties are not stipulating to certify any PAGA claims. In support of this Agreement, Plaintiffs will request that the Court certify, for settlement purposes only, the Class as to all non-PAGA claims that have been asserted, which Defendants shall not oppose or object to.

1 68. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in
2 support of Plaintiffs' Motion for Preliminary Approval and for determination by the Court as to
3 whether the proposed Settlement is within the range of possible judicial approval. Promptly upon
4 execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of an
5 order substantially in the following form:

- 6 a. Certifying the Settlement Class as contemplated by Paragraph 67 above;
- 7 b. Approving the Class Notice attached hereto as Exhibit A;
- 8 c. Directing the mailing of the Notice by first class mail to the Class Members and PAGA
9 Employees;
- 10 d. Preliminarily approving the Settlement subject only to the objections of the Class
11 Members and final review by the Court;
- 12 e. Conditionally approving Shannon Williams and Jonathan Tumblin as the Class and
13 PAGA Representatives;
- 14 f. Conditionally approving the appointment of Lauren Teukolsky of Teukolsky Law, A
15 Professional Corporation, and Ramit Mizrahi of Mizrahi Law, APC as Class Counsel;
- 16 g. Scheduling the Final Approval Hearing on the question of whether the proposed
17 Settlement, including payment of attorneys' fees and costs and the Incentive Award
18 should be finally approved as fair, reasonable and adequate as to the Settlement Class
19 Members and for approval of the PAGA Settlement.

20 69. The Parties will work cooperatively to mutually agree upon the form and content of the
21 Notice, as well as the Proposed Order Granting Preliminary Approval. Plaintiffs, Class Counsel,
22 Defendants and Defense Counsel separately agree that until the Motion for Preliminary Approval of
23 Settlement is filed, they will not disclose, disseminate and/or publicize, cause or permit to disclose,
24 disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
25 generally, to any person, corporation, association, government agency, or other entity except: (1) to
26 the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
27 confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in
28 response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or

1 federal government agency. Each Party agrees to immediately notify each other Party of any judicial
2 or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants,
3 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
4 communication, before the filing of the Motion for Preliminary Approval, any with third party
5 regarding this Agreement or the matters giving rise to this Agreement and further agree to respond to
6 any conversation initiated by a third party by stating only that “the matter was resolved,” or words to
7 that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in
8 accordance with Class Counsel’s ethical obligations owed to the Class after the Motion for Preliminary
9 Approval is filed, Class Counsel and named Plaintiffs agree not to publicize the terms of this
10 Settlement with the media, including but not limited to, any newspaper, journal, magazine, website
11 and/or online reporter of settlements or on any website. Notwithstanding their agreement not to
12 publicize the Settlement with the media, Class Counsel shall be permitted to describe public facts
13 about the case and settlement on their firm websites and/or in their firm promotional materials.
14 Nothing in this Paragraph shall restrict Class Counsel’s ability to respond to inquiries from Class
15 Members about the Settlement.

16 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

17 70. Following final approval by the Court of the Settlement provided for in this Stipulation
18 of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in approximately the
19 following form and with input from Defendants’ Counsel: Approving the Settlement, adjudging the
20 terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and
21 provisions, including: the approval of Class Counsel’s application for an award of attorneys’ fees and
22 costs; the Incentive Awards to the Class and PAGA Representatives; and the PAGA Payment. The
23 Parties will work cooperatively to mutually agree upon the form and content of the Proposed Order
24 Granting Final Approval of the Class Settlement and Approval of the PAGA Settlement and Judgment.

25 **VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

26 71. If the Court fails to approve this Settlement for any reason, the Parties agree to
27 cooperate in good faith in an effort to reach a settlement approved by the Court. However, if
28 ultimately after submitting the Settlement for approval to the Court as set forth in this Stipulation of

1 Settlement, any Court declines to enter the preliminary approval order, the final approval order, or
2 judgment in substantially the form submitted by the Parties, or if the Stipulation of Settlement as
3 agreed does not become final because of appellate court action, the terminating Party shall give to the
4 other Party (through its/his/their counsel) written notice of its decision to terminate no later than
5 fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred.

6 Termination shall have the following effects:

- 7 (a) The Stipulation of Settlement shall be terminated and shall have no force or effect, and
8 no Party shall be bound by any of its terms.
- 9 (b) Defendants shall have no obligation to make any payments to any party, Class Member,
10 the State of California, PAGA Employee or attorney.
- 11 (c) The preliminary approval order, final approval order and judgment shall be vacated.
- 12 (d) The Stipulation of Settlement and all negotiations, statements and proceedings relating
13 thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
14 restored to their respective positions prior to the Settlement.
- 15 (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any
16 ancillary documents, actions, statements or filings in furtherance of settlement
17 (including all matters associated with the mediation) shall be admissible or offered into
18 evidence in the Action or any other action for any purpose whatsoever.

19 **PARTIES' AUTHORITY**

20 72. The signatories hereto hereby represent that they are fully authorized to enter into this
21 Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

22 **ESCALATOR CLAUSE**

23 73. Defendants represent that the number of Class Members is approximately 467 and that
24 the Class Members worked approximately 20,940 Events between February 5, 2019 and the February
25 18, 2022 date of the mediation ("Events Worked"). Defendants will verify the actual number of Class
26 Members and actual number of Events Worked within the Class Period under penalty of perjury and if
27 the actual number of Events Worked within the Class Period exceeds one hundred and ten percent
28 (110%) of this estimate, then either the Total Settlement Amount will be increased by the same

1 proportion above one hundred percent (110%) or Defendants, at their sole discretion, may elect to cut
2 off the end date of the Class Period as of the date the number of Events Worked exceed one hundred
3 and ten percent (110%) of the 20,940 estimate of Events Worked. For example, if the actual number
4 of Events Worked is one hundred and twenty percent (120%) of the 20,940 Events Worked estimate
5 provided, Defendants may choose: 1) the Total Settlement Amount to be paid will increase by 10%
6 based on the average recovery per Event value determined by the Settlement Administrator; or 2) the
7 Class Period will end on the date in which it encompasses 23,034 (110% of 20,940) Events Worked.
8 Defendants will provide Plaintiffs' Counsel with a declaration under oath as to the number of Class
9 Members and Events Worked to support Defendants' selection of one of the above two options, prior
10 to the filing of the motion for preliminary approval.

11 **MUTUAL FULL COOPERATION**

12 74. The Parties agree to cooperate to promote participation in the Settlement, and in seeking
13 court approval of the Settlement. The Parties and their counsel agree not to take any action to
14 encourage any Class Members to opt out of and/or object to the Settlement. Defendants agree not to
15 obtain waivers or *Pick-Up Stix* agreements from the Class Members during the Settlement approval
16 process and will work in good faith to reach an agreement approved by the Court. Class Counsel shall
17 file all papers necessary to facilitate preliminary and final approval of the settlement. Defendants may
18 review and suggest revisions to Plaintiffs' Motion for Preliminary Approval and Motion for Final
19 Approval, which Plaintiffs will consider in good faith. Defendants further agree that they will not
20 oppose Plaintiffs' Motion for Preliminary Approval or Motion for Final Approval except to correct any
21 material misrepresentations or mischaracterizations in Plaintiffs' Motions. Class Counsel further agree
22 that they will provide all necessary notices to the LWDA of the settlement concurrently with Plaintiff's
23 motion for preliminary approval.

24 **NO PRIOR ASSIGNMENTS**

25 75. The Parties and their respective counsel represent, covenant and warrant that they have
26 not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or
27 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
28 right herein released and discharged except as set forth herein.

1 **NO ADMISSION**

2 76. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to
3 be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of
4 any Defendant. Each of the parties hereto has entered into this Stipulation of Settlement solely with
5 the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

6 **BREACH AND ENFORCEMENT ACTIONS**

7 77. The Parties will jointly request that the Court retain jurisdiction pursuant to California
8 Code of Civil Procedure § 664.6 and California Rule of Court 3.769 to oversee and enforce the terms
9 of this Settlement. In the event of a breach of this Settlement, the non-breaching Party shall provide
10 notice to the breaching party and request that the breaching party cure any alleged breach. If the
11 breach is not cured within thirty (30) days of said notice, the non-breaching party may pursue legal
12 action or other proceeding against any other breaching party or parties to enforce the provisions of this
13 Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement. In the
14 event of such enforcement actions, the successful party or parties shall be entitled to recover from the
15 unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees
16 incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.

17 **NOTICES**

18 78. Unless otherwise specifically provided herein, all notices, demands or other
19 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
20 the third business day after mailing both electronically and by United States registered or certified
21 mail, return receipt requested, and addressed as follows:

22 **To Plaintiffs, the Settlement Class and Class Counsel:**

23 Lauren Teukolsky (SBN 211381)
24 lauren@teuklaw.com
25 TEUKOLSKY LAW, APC
26 201 S. Lake Avenue, Suite 305
Pasadena, CA 91101
Telephone: (626) 522-8982
Facsimile: (626) 522-8983

27 Ramit Mizrahi (SBN 233315)
28 ramit@mizrahilaw.com
MIZRAHI LAW, APC

201 S. Lake Avenue, Suite 305
Pasadena, CA 91101
Telephone: (626) 380-9000
Facsimile: (626) 606-3999

To Defendants and Defendants' Counsel:

Christopher J. Kondon (SBN 172339)
christopher.kondon@klgates.com
Saman M. Rejali (SBN 274517)
saman.rejali@klgates.com
Eugene Ryu (SBN 209104)
Gene.ryu@klgates.com
Neil Eddington (SBN 319025)
Neil.eddington@klgates.com
K&L GATES LLP
10100 Santa Monica Blvd., 8th Fl.
Los Angeles, California 90067
Telephone: 310.552.5000
Fax: 310.552.5001

CONSTRUCTION

79. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

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

MODIFICATION

81. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

82. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

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

CLASS MEMBER SIGNATORIES

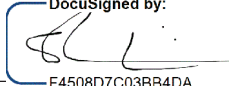
84. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each member execute this Stipulation of Settlement. The Class Notice, Exhibit "A" hereto, will advise the Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member.

COUNTERPARTS

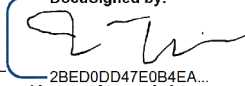
85. This Stipulation of Settlement may be executed in counterparts and by facsimile or electronic signatures (using DocuSign or other reputable signature service), and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiffs and Defendants as of the date(s) set forth below:

Dated: 2/21/2023 _____

DocuSigned by:

F4508D7C03BB4DA...
Shannon Williams
Plaintiff and Class and PAGA Representative

1 Dated: 2/22/2023

DocuSigned by:

2BED0DD47E0B4EA...
Jonathan Tumblin
Plaintiff and Class and PAGA Representative

2
3
4 Dated:

[Representative]
Defendants LabCorp Employer Services and LabCorp
Staffing Solutions

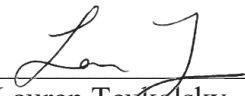
5
6
7 Dated: 3/8/2023

DocuSigned by:

FD5CD06432BD48E...
[Representative]
Defendant Wellness Corporate Solutions

8
9
10
11 APPROVED AS TO FORM AND CONTENT:


12
13 Dated: 2/21/2023


Lauren Tenkolsky
Counsel for Plaintiffs, the Putative Class, and PAGA
Employees

14
15
16
17 Dated:

Christopher J. Kondon
Saman M. Rejali
Counsel for Defendants Labcorp Employer Services,
Inc., and Labcorp Staffing Solutions, Inc.

18
19
20
21 Dated: 3/8/2023


Shaun J. Voigt
Counsel for Defendant Wellness Corporate Solutions,
LLC

1 Dated: _____

Jonathan Tumblin
Plaintiff and Class and PAGA Representative

2
3 Dated: 03/15/23 _____

Senela D. van der Vaart
[Representative]
Defendants LabCorp Employer Services and LabCorp
Staffing Solutions

6
7 Dated: _____

[Representative]
Defendant Wellness Corporate Solutions

10
11 APPROVED AS TO FORM AND CONTENT:

12
13 Dated: _____

Lauren Teukolsky
Counsel for Plaintiffs, the Putative Class, and PAGA
Employees

15
16
17 Dated: 3/15/23 _____

Christopher J. Kondon
Christopher J. Kondon
Saman M. Rejali
Counsel for Defendants Labcorp Employer Services,
Inc., and Labcorp Staffing Solutions, Inc.

20
21 Dated: _____

Shaun J. Voigt
Counsel for Defendant Wellness Corporate Solutions,
LLC

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

WILLIAMS V. LABCORP EMPLOYER SERVICES, INC., ET AL., CASE NO. 20STCV33583

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) for alleged wage and hour violations against LabCorp Employer Services, Inc., LabCorp Staffing Solutions, Inc., and Wellness Corporate Solutions, LLC, referred to collectively as “Defendants.” The Action was filed by two employees, Shannon Williams and Jonathan Tumblin (“Plaintiffs”) and seeks payment of back wages for a class of hourly employees (“Class Members”) who worked for Defendants in California providing mobile health services during the Class Period (February 5, 2019 to [end date of Class Period]); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all hourly employees who worked for Defendants during the PAGA Period (August 17, 2019 to [preliminary approval date]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Settlement Payments, and (2) a PAGA Payment requiring Defendants to fund PAGA Employee Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$__ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked __ mobile health events** during the Class Period and **you worked __ mobile health events** during the PAGA Period. If you believe that you worked more events during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or don’t act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Settlement Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendants will not retaliate against you for any actions
you take with respect to the proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Settlement Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [+45 days after notice mailed]	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
Settlement Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Settlement Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to

[+45 days after notice mailed]	Settlement Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [date]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Settlement Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of the Number of Events You Worked Written Challenges Must be Submitted by [+45 days after notice mailed]	The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many mobile health events you worked for Defendants during the Class Period and how many events you worked during the PAGA Period, respectively. The number events you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [+45 days after notice mailed]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs have worked for Defendants as hourly employees providing mobile health services in California. The Action accuses Defendants of violating California labor laws by requiring them to perform off-the-clock work, and by failing to pay proper overtime, reimburse necessary business expenses, provide meal and rest breaks, provide accurate pay stubs, and failing to pay timely final wages upon separation of employment. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiff is represented by attorneys in the Action: Lauren Teukolsky of Teukolsky Law, and Ramit Mizrahi of Mizrahi Law ("Class Counsel.").

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

(1) Defendants Will Pay a Total of \$2,700,000 (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Settlement Class Members object to the proposed Settlement or the Judgment is appealed. Notice of the Judgment will be posted on the Administrator’s website at <https://Phoenixclassaction.com/LabcorpEmployerServices>. All payments described below will be made within 10 days after Defendants transfer the Gross Settlement to the Administrator.

(2) Court-Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$900,000 (33-1/3% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$10,000 to each of the two class representatives (up to \$20,000 total) as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than their Individual Settlement Payments and any Individual PAGA Payments.

C. Up to \$15,000 to the Administrator for services administering the Settlement.

D. Up to \$50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on the number of events they worked in the PAGA Period.

(3) Net Settlement Distributed to Class Members. After making the above deductions

in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Settlement Payments to Settlement Class Members based on the number of events they worked in the Class Period. Checks are valid for 180 days after issuance. Funds represented by uncashed checks will be sent to the State Controller’s Unclaimed Property Fund, where the unclaimed funds will be held in the name of each Settlement Class Member whose check was uncashed.

(4) Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages (“Wage Portion”) and 67% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

(5) Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). Checks are valid for 180 days after issuance. If you don’t cash it by the void date, your check will be automatically cancelled, and the check amount will be sent to the State Controller’s Unclaimed Property Fund, where it will be held in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

(6) Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Settlement Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[+45 days after mailing notice]**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

(7) The Proposed Settlement Will be Void if the Court Denies Final Approval. It is

possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

(8) Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over the number of events worked (after the challenge is first reviewed by Class Counsel and Defendants’ counsel), mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

(9) Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The release being provided by Settlement Class Members (“Released Claims”) includes:

All claims, rights, demands, liabilities and causes of action under state, federal or local law, whether statutory, common law, or administrative law, that are alleged, or reasonably could have been alleged, based on the same or similar facts and claims asserted in the operative complaint in the Action, or the PAGA notice that Plaintiffs sent to the LWDA before filing the lawsuit, including: (a) claims for minimum wage violations; failure to pay overtime wages; meal period violations; rest period violations; unlawful failure to reimburse for necessary expenditures; itemized wage statement violations; waiting time penalties; unfair competition; and failure to keep proper records; and (b) Any claims for injunctive relief, declaratory relief, restitution, fraudulent business practices or punitive damages alleged or which could have been alleged under the facts, allegations and/or claims asserted in the operative Second Amended Complaint.

(10) Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

(1) Individual Settlement Payments. The Administrator will calculate Individual

Settlement Payments by (a) dividing the Net Settlement Amount by the total number of events worked by all Settlement Class Members, and (b) multiplying the result by the number of events worked by each individual Settlement Class Member.

(2) Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500 by the total number of events worked in the PAGA Period by all Aggrieved Employees and (b) multiplying the result by the number of events worked in the PAGA Period by each individual Aggrieved Employee.

(3) Event Count Challenges. The number of mobile health events you worked during the Class Period and PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **[+45 days from mailing notice]** to challenge the number of events credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs, event confirmation emails, or other records. The Administrator will accept Defendants' calculation of events worked based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. Class Counsel and Defendants' counsel will review all disputes and make a recommendation to the Settlement Administrator. If they are unable to agree on a joint recommendation, the dispute will be decided by the Settlement Administrator. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

(1) Settlement Class Members. The Administrator will send, by U.S. mail, a single check to every Settlement Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.

(2) Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Williams v. LabCorp*, and include your identifying information (full name, address, telephone number, and last four digits of your social security

number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [+45 days after mailing notice], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Settlement Class Members who do not exclude themselves have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 business days before the [date] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at <https://Phoenixclassaction.com/LabcorpEmployerServices> or the Court's website at <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [+45 days after mailing notice].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Williams v LabCorp*, and include your name, current address, and telephone number, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Settlement Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [date and time] in Department 14 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect at <https://www.lacourt.org/lacc/>. The Court prefers remote appearances. If you appear in-person, the Court's current guidance states that face coverings are encouraged, but

not required, regardless of vaccination status. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website, <https://Phoenixclassaction.com/LabcorpEmployerServices>, beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

If you would like to review Court filings, you are encouraged to call the Clerk's Office to make an appointment first. To make an appointment, please call Court Support Services at (213) 310-7000 (Spring Street Courthouse) or (213) 830-0800 (Stanley Mosk Courthouse). Do not contact the Court with questions about the settlement.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to <https://Phoenixclassaction.com/LabcorpEmployerServices>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the case number for the Action, Case No. 20STCV33583. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

<u>Class Counsel</u>	<u>Settlement Administrator</u>
<p>LAUREN TEUKOLSKY lauren@teuklaw.com TEUKOLSKY LAW, APC 201 S. Lake Ave., Ste 305 Pasadena, CA 91101 Phone: (626) 522-8982 Fax: (626) 522-8983</p> <p>RAMIT MIZRAHI ramit@mizrahilaw.com MIZRAHI LAW, APC 201 S. Lake Avenue, Suite 305 Pasadena, CA 91101 Telephone: (626) 380-9000 Facsimile: (626) 606-3999</p>	<p>PHOENIX SETTLEMENT ADMINISTRATORS 1411 N. Batavia, Suite 105 Orange, CA 92867 Phone: (800) 784-2174</p> <p>https://Phoenixclassaction.com/LabcorpEmployerServices</p>

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should still contact the Administrator, but you will likely have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.