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27 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 28 COUNTY OF SANTA CLARA

TIFFANY SOLIMAN, MARIA CARRALEZ, and
 EUGENE BAUTISTA, on behalf of themselves
 and all other similarly situated,

Plaintiff,

vs.

SATELLITE HEALTHCARE, INC.; and DOES
 1-100, inclusive,

Defendants.

Case No. 21CV38721

JOINT STIPULATION FOR
 CLASS AND PAGA REPRESENTATIVE
 ACTION SETTLEMENT AND RELEASE

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

This Joint Stipulation of Class and PAGA Representative Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Tiffany Soliman, Maria Carralez, and Eugene Bautista, individually, on behalf of all others similarly situated, and as proxy for the LWDA, and Defendant Satellite Healthcare, Inc. (“Satellite” or “Defendant”).

DEFINITIONS

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

- 1. “Soliman Action” means *Soliman, et al. v. Satellite Healthcare, Inc.*, Santa Clara County Superior Court case number 21CV387218, including the amendments contemplated by paragraph 66 of this Settlement Agreement.
- 2. “Carralez Action” means *Carralez, et al. v. Satellite Healthcare, Inc.*, United States District Court, Eastern District of California case number 2:22-CV-01613-KJM-DB.
- 3. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the *Soliman* Action and the class claims asserted *Carralez* Action, and all Court approved costs incurred and to be incurred by Class Counsel in the *Soliman* Action and the *Carralez* Action, including but not limited to, costs associated with documenting the Settlement, providing any notices to governmental agencies required as part of the Settlement or Court Order, securing the Court’s approval of the Settlement, administering the Settlement, obtaining entry of a Judgment terminating the *Soliman* Action, and expenses for any experts. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Fund, or Eight Hundred Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three (\$808,333.33). Class Counsel will request costs not in excess of Thirty-Five Thousand Dollars (\$35,000), to be deducted from the Gross Fund.

- 1 4. “Class Counsel” means Mayall Hurley P.C. and James Hawkins ALPC
- 2 5. “Class List” means a complete list of all Class Members that Defendant will
- 3 diligently and in good faith compile from its records and provide to the Settlement
- 4 Administrator within fifteen (15) calendar days after Preliminary Approval of this
- 5 Settlement. The Class List will be formatted in Microsoft Office Excel and will include
- 6 each Class Member’s full name; most recent mailing address; Social Security number;
- 7 dates of employment in class positions; the respective number of Workweeks that each
- 8 Class Member worked during the Class Period in class positions; and any other relevant
- 9 information needed to calculate settlement payments.
- 10 6. “Class Member” or “Settlement Class” means all current and former non-exempt
- 11 California employees of Defendant who worked during the Class Period.
- 12 7. “Class Period” means April 21, 2020, through September 6, 2023.
- 13 8. “Class / PAGA Representative Enhancement Payment” means the amount to be
- 14 paid to Plaintiffs in the *Soliman* Action in recognition of their effort and work in
- 15 prosecuting the *Soliman* Action on behalf of Class Members, and for thier general
- 16 releases of claims. Subject to the Court granting final approval of this Settlement
- 17 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request
- 18 Court approval of Class / PAGA Representative Enhancement Payment of Ten
- 19 Thousand Dollars (\$10,000) each.
- 20 9. “Court” means the California Superior Court for the County of Santa Clara
- 21 County.
- 22 10. “Defendant” means Satellite Healthcare, Inc.
- 23 11. “Effective Date” is a condition of performance of the obligations under this
- 24 Settlement. The “Effective Date” of this Settlement shall mean the first court date after
- 25 both of the following have occurred: (i) approval of this settlement is granted by the
- 26 Court, and (ii) judgment approving this settlement becomes Final. “Final,” as used in
- 27 the definition of Effective Date, shall mean the latest of: (i) if there is an appeal of the
- 28 Court’s judgment, the date the judgment is affirmed on appeal, the date of dismissal of

1 such appeal, or the expiration of the time to file a petition for certiorari in the United
2 States Supreme Court petition or a petition for review in the California Supreme Court,
3 as applicable; or (ii) if such a petition is filed, the date of denial of the petition, or the
4 date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the
5 expiration date of the time for filing or noticing any appeal from the judgment, i.e., 61
6 days following notice of entry of judgment.

7 12. "Gross Fund" means the agreed amount of Two Million Four Hundred Twenty-
8 Five Thousand Dollars (\$2,425,000), to be paid by Defendant in full satisfaction of all
9 Released Claims arising from the *Soliman* Action, which includes all Individual
10 Settlement Payments to Participating Class Members, Attorneys' Fees and Costs to
11 Class Counsel, the Class / PAGA Representative Enhancement Payment to Plaintiffs, the
12 Labor and Workforce Development Agency Payment, and Settlement Administration
13 Costs to the Settlement Administrator. This Gross Fund has been agreed to by Plaintiffs
14 and Defendant based on the aggregation of the agreed-upon settlement value of
15 individual claims in the *Soliman* Action. Subject to any potential increase under
16 paragraph 51 below, in no event will Defendant be liable for more than the Gross Fund
17 with respect to the Released Claims of Participating Class Members. There will be no
18 reversion of the Gross Fund to Defendant. Defendant will be separately responsible for
19 any employer payroll taxes required by law, which shall not be paid from the Gross
20 Fund.

21 13. "Individual Settlement Payment" means each Participating Class Member's
22 respective share of the Net Settlement Amount.

23 14. "Labor and Workforce Development Agency Payment" means the amount that
24 the Parties have agreed to pay to the Labor and Workforce Development Agency
25 ("LWDA") in connection with the Labor Code Private Attorneys General Act of 2004
26 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") out of the PAGA Settlement Amount. The
27 Parties have agreed that Fifty Thousand Dollars (\$50,000) of the Gross Fund will
28 constitute the PAGA Allocation and be remitted in consideration for the resolution of

1 Class Members' claims arising under PAGA during the PAGA Period. Pursuant to
2 PAGA, Seventy-Five Percent (75%) of the PAGA Settlement Amount, or \$37,500, will
3 constitute the Labor and Workforce Development Agency Payment and Twenty-Five
4 Percent (25%) of the PAGA Settlement Amount, or \$12,500, will constitute the Net
5 PAGA Settlement Amount to be paid to Class Members.

6 15. "Net Settlement Amount" means the portion of the Gross Fund remaining after
7 deducting the Attorneys' Fees and Costs, the Class / PAGA Representative
8 Enhancement Payments, the Labor and Workforce Development Agency Payment, and
9 Settlement Administration Costs. The Net Settlement Amount will be distributed to
10 Participating Class Members. There will be no reversion of the Net Settlement Amount
11 to Defendant if any funds cannot be distributed.

12 16. "Net Class Settlement Amount" means the portion of the Gross Fund remaining
13 after deducting the Attorneys' Fees and Costs, the Class / PAGA Representative
14 Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration
15 Costs. The Net Class Settlement Amount will be distributed to Participating Class
16 Members. There will be no reversion of the Net Class Settlement Amount to Defendant
17 if any funds cannot be distributed.

18 17. "Net PAGA Settlement Amount" refers to the 25% portion of the PAGA
19 Settlement Amount available for distribution to Class Members who worked during the
20 PAGA Period, regardless of whether he/she is a Participating Class Member. There will
21 be no reversion of the Net PAGA Settlement Amount to Defendant if any funds cannot
22 be distributed.

23 18. "Notice of Objection" means a Class Member's valid and timely written
24 objection to the Settlement Agreement. For the Notice of Objection to be valid, it should
25 include: (i) the objector's full name, signature, address, and telephone number, (ii) a
26 written statement of all grounds for the objection accompanied by any legal support for
27 such objection; and (iii) copies of any papers, briefs, or other documents upon which the
28 objection is based, if any documents are a basis of the objection.

1 19. “Notice Packet” or “Class Notice” means the Notice of Class and PAGA
2 Representative Action Settlement, substantially in the form attached as **Exhibit A**.

3 20. “PAGA Claims” shall refer to claims for the imposition of civil penalties
4 pursuant to the PAGA arising out of alleged violations of the California Labor Code
5 and/or wage orders as outlined in the Released Claims committed against Class
6 Members during the PAGA Period.

7 21. “PAGA Settlement Amount” shall refer to the amount the Parties have agreed to
8 allocate to the resolution of PAGA Claims during the PAGA Period. The Parties have
9 agreed that Fifty Thousand Dollars (\$50,000) of the Gross Fund will constitute the
10 PAGA Settlement Amount.

11 22. “PAGA Period” is the period of time from September 29, 2020, through
12 September 6, 2023.

13 23. “Parties” means Plaintiffs and Defendant collectively.

14 24. “Participating Class Members” means all Class Members who do not submit
15 timely and valid Requests for Exclusion and are thus entitled to a share of the Net Class
16 Settlement Amount.

17 25. “Plaintiffs” means Tiffany Soliman, Maria Carralez, and Eugene Bautista.

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

20 27. “Released Claims” means all claims, rights, demands, liabilities, and causes of
21 action, for, failure to pay all minimum wage and overtime, to provide meal and rest
22 breaks and to provide meal and rest break premiums at the correct rates of pay, to
23 reimburse business expenses, to compensate for all paid sick leave at the correct rate of
24 pay, to provide accurate itemized wage statements, and waiting time penalties, arising
25 under Labor Code sections 201-203, 204, , 226, 226.7, 246, 510, 510, 512, 558, 1182.12
26 *et seq.*, 1194, 1197, 1198, 1199, 2698 *et seq.*, and 2802 and the applicable California
27 wage orders, as well as any and all corresponding claims that could have been brought
28 under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. sections 201, *et seq.* based on

1 the facts alleged in the complaint and in accordance with *Rangel v. PLS Check Cashers*
2 *of Cal., Inc.*, 899 F.3d 1106, 1110–11 (9th Cir. 2018) (holding opt-out release of
3 California state law claims was *res judicata* against FLSA claims “which were direct
4 federal law counterparts to the state law claims settled”), as well as unfair business
5 practices and imposition of PAGA civil penalties during the PAGA Period based upon
6 the same, and any claims that were alleged in the pleadings or the LWDA letters or that
7 could have been alleged based on the facts asserted in the pleadings or the LWDA letters
8 during the relevant Release Period (April 21, 2020, through September 6, 2023).

9 28. “Released PAGA Claims” means all claims, rights, demands, liabilities, and
10 causes of action, for civil penalties based upon the failure to pay all minimum wage and
11 overtime, to provide meal and rest breaks and to provide meal and rest break premiums
12 at the correct rates of pay, to reimburse business expenses, to compensate for all paid
13 sick leave at the correct rate of pay, to provide accurate itemized wage statements, and
14 waiting time penalties, arising under Labor Code sections 201-203, 204, 210, 226, 226.7,
15 246.5, 510, 512, 558, 1182.12 *et seq.*, 1194, 1197, 1198, 1199, 2698 *et seq.*, and 2802
16 and the applicable California wage orders, and any claims that were alleged in the
17 pleadings or the LWDA letters or that could have been alleged based on the facts
18 asserted in the pleadings or LWDA letters during the PAGA Period (September 29, 2020
19 through September 6, 2023).

20 29. “Released Parties” means Defendant and each of its former and present parents,
21 subsidiaries, divisions, successors in interest, predecessors in interest, and affiliated
22 corporations and entities and each of their respective former and present officers,
23 directors, employees, partners, shareholders, principals, agents, attorneys, insurers, and
24 any other assigns or legal representatives.

25 30. “Release Period” means April 21, 2020, through September 6, 2023.

26 31. “Request for Exclusion” means a timely letter submitted by a Class Member
27 indicating a request to be excluded from the non-PAGA portion of the Settlement. The
28 Request for Exclusion must: (i) set forth the name, address, telephone number and last

1 four digits of the Social Security Number of the Class Member requesting exclusion; (ii)
2 be signed by the Class Member; (iii) be returned to the Settlement Administrator; (iv)
3 clearly state that the Class Member does not wish to be included in the Settlement; and
4 (v) be faxed or postmarked on or before the Response Deadline.

5 32. "Response Deadline" means the deadline by which Class Members must
6 postmark or fax to the Settlement Administrator Requests for Exclusion, Notices of
7 Objection or workweek disputes. The Response Deadline will be forty-five (45)
8 calendar days from the initial mailing of the Notice Packet by the Settlement
9 Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State
10 holiday, in which case the Response Deadline will be extended to the next day on which
11 the U.S. Postal Service is open.

12 33. "Settlement Administration Costs" means the costs payable from the Gross Fund
13 to the Settlement Administrator for administering this Settlement, including, but not
14 limited to, printing, distributing, and tracking documents for this Settlement, tax
15 reporting, distributing the Gross Fund, and providing necessary reports and declarations,
16 as requested by the Parties. The Settlement Administration Costs will be paid from the
17 Gross Fund.

18 34. "Settlement Administrator" or "Administrator" means the third-party class action
19 settlement administrator agreed to by the Parties and approved by the Court for the
20 purposes of administering this Settlement. The Parties each represent that they do not
21 have any financial interest in the Settlement Administrator or otherwise have a
22 relationship with the Settlement Administrator that could create a conflict of interest.

23 35. "Workweeks" means each full or partial week that each Class Member during the
24 Class Period worked for Defendant in a class position. All Class Members will be
25 credited with at least one Workweek.

26 **TERMS OF AGREEMENT**

27 Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as
28 follows:

1 36. Funding of the Gross Fund. Defendant will send a one-time check or wire
2 transfer in the amount of the Gross Fund of Two Million Four Hundred Twenty-Five
3 Thousand Dollars (\$2,425,000) to the Settlement Administrator, which will be deposited
4 into a Qualified Settlement Account to be established by the Settlement Administrator.
5 Defendant will pay the employer's share of payroll taxes separately. After the Effective
6 Date, the Gross Fund will be used for: (i) Individual Settlement Payments; (ii) the Labor
7 and Workforce Development Agency Payment; (iii) the Class Representative
8 Enhancement Payment; (iv) Attorneys' Fees and Costs; and (v) Settlement
9 Administration Costs. Defendant will fund the Gross Fund within ten (10) days of the
10 Effective Date. Defendant shall submit any additional payroll taxes within ten (10) days
11 following calculations from the Settlement Administrator.

12 37. Attorneys' Fees and Costs. Class Counsel will file a motion for Attorneys' Fees
13 and Costs of not more than one-third of the Gross Fund, or Eight Hundred Eight
14 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three cents (808,333.33),
15 plus the reimbursement of costs and expenses associated with Class Counsel's litigation
16 and settlement of the *Soliman* Action and the *Carralez* Action, not to exceed Thirty-Five
17 Thousand Dollars (\$35,000), both of which will be paid from the Gross Fund. These
18 amounts satisfy all of the claims for attorney's fees and costs in the *Soliman* Action and
19 the *Carralez* Action. A reduction in these amounts by the Court is not grounds to void
20 the Agreement.

21 38. Class / PAGA Representative Enhancement Payments. In exchange for a general
22 and complete release, and in recognition of their efforts and work in prosecuting the
23 *Soliman* Action and the *Carralez* Action on behalf of Class Members, Defendant agrees
24 not to oppose or impede any application or motion for a Class / PAGA Representative
25 Enhancement Payments of Ten Thousand Dollars (\$10,000) for each named Plaintiff. A
26 reduction in this amount by the Court is not grounds to void the Agreement. The Class /
27 PAGA Representative Enhancement Payments will be paid from the Gross Fund and
28 will be in addition to any Individual Settlement Payment Plaintiffs may be entitled to

1 pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any
2 and all applicable taxes on the Class / PAGA Representative Enhancement Payments.

3 39. Settlement Administration Costs. The Settlement Administrator will be paid for
4 the reasonable costs of administration of the Settlement and distribution of payments
5 from the Gross Fund, which shall not exceed Twenty-Five Thousand Dollars (\$25,000).
6 These costs, which will be paid from the Gross Fund, will include, *inter alia*, the
7 required tax reporting on the Individual Settlement Payments, the issuing of 1099 and
8 W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Gross
9 Fund, establishing and maintaining a settlement website in the manner described below,
10 and providing necessary reports and declarations.

11 40. Creation and Maintenance of Website.

12 Within 10 calendar days of its receipt of the Class List, the Settlement Administrator
13 shall initiate an information-only website in conjunction with its administration of the
14 Settlement. The Settlement Administrator's website will (i) provide notice of and
15 information about the Settlement to Class Members, and (ii) allow Class Members to
16 view the Settlement Agreement, Order of Preliminary Approval, Motion for Final
17 Approval, Motion for Attorneys' Fees, Costs and Services Payment, and Order of Final
18 Approval as each is filed with or by the Court. The domain name used for the
19 Settlement Administrator's website will be subject to the Parties' reasonable approval.
20 The Settlement Administrator shall take down the website within 10 calendar days
21 following the Court's Order of Final Approval, unless the Court orders otherwise.

22 41. PAGA Settlement Amount and Distribution. Subject to Court approval, the
23 Parties agree that the amount of Fifty Thousand Dollars (\$50,000) from the Gross Fund
24 will be designated for satisfaction of civil penalties arising out of the PAGA Claims
25 during the PAGA Period. Pursuant to PAGA, Seventy-Five Percent (75%), or Forty-
26 Two Thousand Five Hundred Dollars (\$42,500), of this sum will be paid to the LWDA
27 and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500,
28 will constitute the Net PAGA Settlement Amount and will be paid to Class Members

1 who worked within the PAGA Period (regardless of whether they object to or are
2 excluded from the non-PAGA portion of the Settlement) on a pro-rata basis.

3 42. Net Class Settlement Amount. The entire Net Class Settlement Amount will be
4 distributed to Participating Class Members. No portion of the Net Class Settlement
5 Amount will revert or be retained by Defendant.

6 43. Individual Settlement Payment Calculations. Individual Settlement Payments
7 will be calculated and apportioned from the Net Class Settlement Amount based on the
8 number of Workweeks a Participating Class Member worked during the Class Period.
9 Specific calculations of Individual Settlement Payments will be made as follows:

10 43(a) The Settlement Administrator will calculate the total number of
11 Workweeks worked by each Participating Class Member during each relevant
12 Class Period and the aggregate total number of Workweeks worked by all
13 Participating Class Members during the relevant Class Period.

14 43(b) To determine each Participating Class Member's share of the Net
15 Class Settlement Amount, the Settlement Administrator will use the following
16 formula: The Net Class Settlement Amount allocated to the Class Members will
17 be divided by the aggregate total number of Workweeks worked by each
18 Participating Class Member during the relevant Class Period, resulting in the
19 "Workweek Value."

20 43(c) Each Participating Class Member's share of the Net Class Settlement
21 Amount will be calculated by multiplying each individual Participating Class
22 Member's total number of Workweeks by the Workweek Value. Participating
23 Class Members whose employment with Defendant ended on or before
24 preliminary approval will each receive credit for an additional 10 Workweeks to
25 compensate them for waiting time penalties. All Class Members who were
26 employed during the PAGA Period will also receive a pro rata share of the
27 \$12,500 Net PAGA Settlement Amount. The Individual Settlement Payment
28 will be reduced by any required deductions for each Participating Class Member

1 as specifically set forth herein, including employee-side tax withholdings or
2 deductions.

3 43(d) The entire Net Settlement Amount will be disbursed to Participating
4 Class Members as set forth above.

5 44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
6 Participating Class Members under this Settlement, as well as any other payments made
7 pursuant to this Settlement, will not be utilized to calculate any additional benefits under
8 any benefit plans to which any Class Members may be eligible, including, but not
9 limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
10 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
11 intention that this Settlement Agreement will not affect any rights, contributions, or
12 amounts to which any Class Members may be entitled under any benefit plans.

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

16 46. Delivery of the Class List. Within Ten (10) days of Preliminary Approval,
17 Defendant will provide the Class List to the Settlement Administrator.

18 47. Notice by First-Class U.S. Mail. Within ten (10) days after receiving the Class
19 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class
20 Members via regular First-Class U.S. Mail, using the most current, known mailing
21 addresses identified in the Class List as updated by the process in Paragraph 46, below.

22 48. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
23 Settlement Administrator will perform a search based on the National Change of
24 Address Database for information to update and correct for any known or identifiable
25 address changes. Any Notice Packets returned to the Settlement Administrator as non-
26 deliverable on or before the Response Deadline will be sent promptly via regular First-
27 Class U.S. Mail to the forwarding address affixed thereto and the Settlement
28 Administrator will indicate the date of such re-mailing on the Notice Packet. If no

1 forwarding address is provided, the Settlement Administrator will promptly attempt to
2 determine the correct address using a skip-trace, or other search using the name, address
3 and/or Social Security number of the Class Member involved, and will then perform a
4 single re-mailing. Those Class Members who receive a re-mailed Notice Packet,
5 whether by skip-trace or by request, will have between the later of (i) an additional ten
6 (10) calendar days from the re-mailing or (ii) the Response Deadline to submit a Request
7 for Exclusion or an objection to the Settlement.

8 49. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
9 Packet will provide: (i) information regarding the nature of the *Soliman* Action; (ii) a
10 summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv)
11 the total number of Workweeks the Class Member worked for Defendant during the
12 Class Period; (v) each Class Member's estimated Individual Settlement Payment and the
13 formula for calculating Individual Settlement Payments; (vi) the dates which comprise
14 the Class Period; (vii) instructions on how to submit Requests for Exclusion, Notices of
15 Objection or Workweek disputes; (viii) the deadlines by which the Class Member must
16 postmark or fax Request for Exclusions, Notices of Objection or Workweek disputes;
17 and (ix) the claims to be released.

18 50. Disputed Information on Notice Packets. Class Members will have an
19 opportunity to dispute the Workweek information provided in their Notice Packets. To
20 the extent Class Members dispute their employment dates or the number of Workweeks
21 on record, Class Members may produce evidence to the Settlement Administrator
22 showing that such information is inaccurate. The Settlement Administrator will decide
23 the dispute. Defendant's records will be presumed correct, but the Settlement
24 Administrator will evaluate the evidence submitted by the Class Member and will make
25 the final decision as to the merits of the dispute. All disputes will be decided within five
26 (5) business days of the Response Deadline.

27 51. Defective Submissions. If a Class Member's Request for Exclusion is defective
28 as to the requirements listed herein, that Class Member will be given an opportunity to

1 cure the defect(s). The Settlement Administrator will mail the Class Member a cure
2 letter within three (3) business days of receiving the defective submission to advise the
3 Class Member that his or her submission is defective and that the defect must be cured to
4 render the Request for Exclusion valid. The Class Member will have until the later of (i)
5 Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,
6 whichever date is later, to postmark or fax a revised Request for Exclusion. If the
7 revised Request for Exclusion is not postmarked or received by fax within that period, it
8 will be deemed untimely.

9 52. Request for Exclusion Procedures. Any Class Member wishing to opt-out from
10 the Class portion of the Settlement Agreement (i.e. to not waive individual claims for
11 relief encompassed by the Released Claims and not receive a portion of the Net Class
12 Settlement Amount) must sign and fax or postmark a written Request for Exclusion to
13 the Settlement Administrator within the Response Deadline. In the case of Requests for
14 Exclusion that are mailed to the Settlement Administrator, the postmark date will be the
15 exclusive means to determine whether a Request for Exclusion has been timely
16 submitted. Any Class member who requests to be excluded from the class settlement
17 will not be entitled to any portion of the Net Class Settlement Amount and will not be
18 bound by the terms of the class settlement or have any right to object, appeal or
19 comment thereon, although the Released PAGA Claims applicable to the PAGA Period
20 will still apply to each such individual, and each such individual shall be entitled to his
21 or her pro rata share of the Net PAGA Settlement Amount.

22 53. Class Size / Escalator Clause. The Gross Fund was calculated based on the
23 understanding that there were approximately 2,485 Class Members (1,478 current
24 employees and 1,007 former employees) who had worked approximately 216,787
25 Workweeks from April 21, 2020 through July 17, 2023. In the event either the total
26 number of Class Members, former Class Members, or total workweeks is more than 10%
27 larger for the Class Period, then Defendant will have the option to either (i) allow the
28 Gross Fund to increase on a pro rata basis above 10% to the extent the threshold is

1 exceeded (*e.g.*, if the total number of Class Members for the Class Period is actually
2 11% more than 2,485 Class Members, the Gross Fund shall increase by 1%), or (ii)
3 shorten the Class Period such that the threshold is not exceeded – *i.e.*, such that there is
4 not an increase in the total number of Class Members, former Class Members, or total
5 workweeks increase of more than 10%. In the event that more than one of the total
6 number of Class Members, former Class Members, or total workweeks increase by more
7 than 10%, the category with the largest increase shall control for purposes of this
8 escalator clause.

9 54. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
10 Member who does not affirmatively opt-out of the Settlement Agreement by submitting
11 a timely and valid Request for Exclusion will be bound by all of its terms, including
12 those pertaining to the Released Claims during the Release Period, as well as any
13 Judgment that may be entered by the Court if it grants final approval to the Settlement.

14 55. Objection Procedures. To object to the Settlement Agreement, a Class Member
15 should fax or postmark a Notice of Objection to the Settlement Administrator on or
16 before the Response Deadline. The Notice of Objection should be signed by the Class
17 Member and contain all information required by this Settlement Agreement. At no time
18 will any of the Parties or their counsel seek to solicit or otherwise encourage Class
19 Members to submit written objections to the Settlement Agreement or appeal from the
20 Order and Judgment. Class Counsel will not represent any Class Members with respect
21 to any such objections to this Settlement. If a Class Member submits both a valid
22 Request for Exclusion and a Notice of Objection, the Notice of Objection shall be void
23 and the Class Member will be deemed to have opted out of membership as a
24 Participating Class Member.

25 56. Certification Reports Regarding Individual Settlement Payment Calculations.
26 The Settlement Administrator will provide Defendant's counsel and Class Counsel a
27 weekly report that certifies the number of Class Members who have submitted valid
28 Requests for Exclusion, objections to the Settlement, and whether any Class Member has

1 submitted a challenge to any information contained in their Notice Packet. Additionally,
2 the Settlement Administrator will provide to counsel for both Parties any updated reports
3 regarding the administration of the Settlement Agreement as needed or requested.

4 57. Distribution Timing of Settlement Payments. Within ten (10) days after
5 Defendant funds the Gross Fund as outlined in paragraph 36, the Settlement
6 Administrator will issue payments to: (i) Participating Class Members; (ii) the Labor and
7 Workforce Development Agency; (iii) PAGA payments to Class Members who opted
8 out of the non-PAGA portions of the settlement; (iv) Plaintiffs; and (v) Class Counsel.
9 The Settlement Administrator will also issue a payment to itself for Court-approved
10 services performed in connection with the Settlement.

11 58. Un-cashed Settlement Checks. Funds represented by Individual Settlement
12 Payment checks returned as undeliverable and Individual Settlement Payment checks
13 remaining un-cashed for more than one hundred and eighty (180) calendar days.

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

20 60. Treatment of Individual Settlement Payments. All Individual Settlement
21 Payments will be allocated as follows: (i) Thirty-three Percent (33%) of each Individual
22 Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued;
23 and (ii) Sixty-Seven (67%) will be allocated as non-wages (for alleged interest and
24 penalties) for which IRS Forms 1099-MISC will be issued. Each Class Member's Labor
25 and Workforce Development Agency Payment will be allocated as non-wages (for
26 alleged interest and penalties) for which IRS Forms 1099-MISC will be issued.

27 61. Administration of Taxes by the Settlement Administrator. The Settlement
28 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members,

1 Class Members receiving payments from the Labor and Workforce Development
2 Agency Payment, and Class Counsel any W-2, 1099, or other tax forms as may be
3 required by law for all amounts paid pursuant to this Settlement. The Settlement
4 Administrator will also be responsible for forwarding all payroll taxes and penalties to
5 the appropriate government authorities.

6 62. Tax Liability. Defendant makes no representation as to the tax treatment or legal
7 effect of the payments called for hereunder, and Plaintiffs and Participating Class
8 Members are not relying on any statement, representation, or calculation by Defendant
9 or by the Settlement Administrator in this regard.

10 63. Circular 230 Disclaimer. Each party to this agreement (for purposes of this
11 section, the “acknowledging party” and each party to this agreement other than the
12 acknowledging party, an “other party”) acknowledges and agrees that (1) no provision of
13 this agreement, and no written communication or disclosure between or among the
14 parties or their attorneys and other advisers, is or was intended to be, nor will any such
15 communication or disclosure constitute or be construed or be relied upon as, tax advice
16 within the meaning of United States Treasury Department circular 230 (31 CFR part 10,
17 as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its
18 own, independent legal and tax counsel for advice (including tax advice) in connection
19 with this agreement, (b) has not entered into this agreement based upon the
20 recommendation of any other party or any attorney or advisor to any other party, and
21 (c) is not entitled to rely upon any communication or disclosure by any attorney or
22 adviser to any other party to avoid any tax penalty that may be imposed on the
23 acknowledging party; and (3) no attorney or adviser to any other party has imposed any
24 limitation that protects the confidentiality of any such attorney’s or adviser’s tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by
26 the acknowledging party of the tax treatment or tax structure of any transaction,
27 including any transaction contemplated by this agreement.

28 64. No Prior Assignments. The Parties and their counsel represent, covenant, and

1 warrant that they have not directly or indirectly assigned, transferred, encumbered, or
2 purported to assign, transfer, or encumber to any person or entity any portion of any
3 liability, claim, demand, action, cause of action or right herein released and discharged.
4 65. Nullification of Settlement Agreement. In the event that: (i) the Court does not
5 finally approve the Settlement as provided herein; or (ii) the Settlement does not become
6 final for any other reason, then this Settlement Agreement, and any documents generated
7 to bring it into effect, will be null and void. Any order or judgment entered by the Court
8 in furtherance of this Settlement Agreement will likewise be treated as void from the
9 beginning. Furthermore, in the event that 4% or more of the Class Members opt-out of
10 the Settlement, or Class Members who represent more than 4% of the aggregate
11 Workweeks opt-out of the Settlement, then Defendant shall have in its sole discretion the
12 option to nullify the Settlement Agreement which shall thereafter be null and void. The
13 amount of the Gross Fund is deemed a material term and Defendant may revoke the
14 agreement if the Court insists on a change that increases the obligation of Defendant to
15 pay an amount in excess of the Gross Fund. In the event that Defendant exercise its
16 right to nullify the Settlement they shall be responsible for any and all costs incurred by
17 the Settlement Administrator to date. Changes requested by the Court to the allocation
18 of funds between PAGA and the remaining class claims, or changes in the amount of
19 attorney's fees and costs or enhancement awards to Plaintiffs, or changes to the
20 procedures accompanying the administration of the Settlement will not form the basis
21 for any party in the *Soliman* Action or *Carralez* Action to revoke this Agreement.

22 66. Amendment of the *Soliman* Action and Stay and Dismissal of the *Carralez*
23 Action: Within fourteen (14) days of the full execution of this Settlement Agreement,
24 the Parties shall take all necessary steps to amend the operative complaint in the *Soliman*
25 Action in order to (1) add Maria Carralez and Eugene Bautista as named plaintiffs in that
26 action and (2) add the claims and theories of liability that Carralez and Bautista had
27 alleged in the *Carralez* Action in order to be consistent with the claims set forth in the
28 releases provided herein. Also within fourteen (14) days of the filing of amended

1 complaint in the *Soliman* action, the Parties shall take all necessary steps to seek
2 dismissal of the *Carralez* Action without prejudice. Upon occurrence of the Effective
3 Date, Carralez and Bautista shall file a request dismissal with prejudice of the *Carralez*
4 Action.

5 67. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court
6 in the *Soliman* Action to request the Preliminary Approval of the Settlement Agreement,
7 and the entry of a Preliminary Approval Order for: (i) conditional certification of the
8 Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed
9 Settlement Agreement, (iii) setting a date for a Final Approval/Settlement Fairness
10 Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent
11 to all Class Members as specified herein. In conjunction with the Preliminary Approval
12 hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of
13 this Settlement, and will include the proposed Notice Packet, which will include both the
14 proposed Notice of Class and PAGA Representative Action Settlement document,
15 attached as Exhibit A. Class Counsel will be responsible for drafting all documents
16 necessary to obtain preliminary approval, but Defendant's counsel will have the right to
17 review the drafts prior to filing.

18 68. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
19 the deadlines to postmark Requests for Exclusion or objections to the Settlement
20 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness
21 Hearing will be conducted to determine the Final Approval of the Settlement Agreement
22 along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the
23 Class Representative Enhancement Payments; (iii) Individual Settlement Payments; (iv)
24 the Labor and Workforce Development Agency Payment; and (v) all Settlement
25 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held
26 earlier than fifteen (15) days after the Response Deadline. Class Counsel will be
27 responsible for drafting all documents necessary to obtain final approval. Class Counsel
28 will also be responsible for drafting the attorneys' fees and costs application to be heard

1 at the final approval hearing, but Defendant's counsel will have the right to review the
2 drafts.

3 69. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
4 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will
5 present the Judgment to the Court for its approval. After entry of the Judgment, the
6 Court will have continuing jurisdiction solely for purposes of addressing: (i) the
7 interpretation and enforcement of the terms of the Settlement, (ii) Settlement
8 administration matters, and (iii) such post-Judgment matters as may be appropriate under
9 court rules or as set forth in this Settlement Agreement.

10 70. Release by Plaintiffs. Upon the Effective Date, in addition to the claims being
11 released by all Participating Class Members, Plaintiffs will release and forever discharge
12 the Released Parties, to the fullest extent permitted by law, of and from any and all
13 claims, known and unknown, asserted and not asserted, which Plaintiffs have or may
14 have against the Released Parties as of the date of execution of this Settlement
15 Agreement. To the extent the foregoing release is a release to which Section 1542 of the
16 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs
17 expressly waive any and all rights and benefits conferred by the provisions of Section
18 1542 of the California Civil Code or similar provisions of applicable law which are as
19 follows: A general release does not extend to claims that the creditor or releasing party
20 does not know or suspect to exist in his or her favor at the time of executing the release,
21 and that, if known by him or her would have materially affected his or her settlement
22 with the debtor or released party. Specifically excluded from this release are Plaintiff
23 Carralez's claims for pregnancy discrimination, failure to prevent discrimination and
24 retaliation, and retaliation which the Parties are separately negotiating.

25 71. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
26 include the terms set forth in any attached Exhibits, which are incorporated by this
27 reference as though fully set forth herein. Any Exhibits to this Settlement Agreement
28 are an integral part of the Settlement.

1 72. Entire Agreement. This Settlement Agreement and any attached Exhibits
2 constitute the entirety of the Parties' settlement terms. No other prior or
3 contemporaneous written or oral agreements may be deemed binding on the Parties, and
4 no Party is relying on any representation not contained in this agreement.

5 73. Amendment or Modification. No amendment, change, or modification to this
6 Settlement Agreement will be valid unless in writing and signed, either by the Parties or
7 their counsel.

8 74. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
9 warrant and represent they are expressly authorized by the Parties whom they represent
10 to negotiate this Settlement Agreement and to take all appropriate action required or
11 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate
12 its terms and to execute any other documents required to effectuate the terms of this
13 Settlement Agreement. The Parties and their counsel will cooperate with each other and
14 use their best efforts to effect the implementation of the Settlement. If the Parties are
15 unable to reach agreement on the form or content of any document needed to implement
16 the Settlement, or on any supplemental provisions that may become necessary to
17 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
18 to resolve such disagreement.

19 75. Binding on Successors and Assigns. This Settlement Agreement will be binding
20 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
21 previously defined.

22 76. California Law Governs. All substantive terms of this Settlement Agreement and
23 Exhibits hereto will be governed by and interpreted according to the laws of the State of
24 California, except to the extent Federal Law applies.

25 77. Execution and Counterparts. This Settlement Agreement is subject only to the
26 execution of all Parties. However, the Settlement Agreement may be executed in one or
27 more counterparts. All executed counterparts and each of them, including electronic
28 (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to

1 be one and the same instrument.

2 78. Acknowledgement that the Settlement Is Fair and Reasonable. The Parties
3 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the
4 *Soliman* Action and the *Carralez* Action, and the Parties have arrived at this Settlement
5 after arm's-length negotiations with the assistance of an experienced wage/hour
6 mediator and in the context of adversarial litigation, taking into account all relevant
7 factors, present and potential. The Parties further acknowledge that they are each
8 represented by competent counsel and that they have had an opportunity to consult with
9 their counsel regarding the fairness and reasonableness of this Settlement.

10 79. Invalidity of Any Provision. Before declaring any provision of this Settlement
11 Agreement invalid, the Court will first attempt to construe the provision as valid to the
12 fullest extent possible consistent with applicable precedents so as to define all provisions
13 of this Settlement Agreement as valid and enforceable.

14 80. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
15 to class certification for purposes of this Settlement only; except, however, that Plaintiffs
16 or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the
17 amount they request from the Court, and either party may appeal any court order that
18 materially alters the Settlement Agreement's terms.

19 81. Class Action Certification for Settlement Purposes Only. The Parties agree to
20 stipulate to class action certification for purposes of the Settlement only. If, for any
21 reason, the Settlement is not approved, the stipulation to certification will be void. The
22 Parties further agree that certification for purposes of the Settlement is not an admission
23 that class action certification is proper under the standards applied to contested
24 certification motions and that this Settlement Agreement will not be admissible in this or
25 any other proceeding as evidence that either (i) a class action should be certified, or (ii)
26 Defendant is liable to Plaintiffs or any Class Member or any other person or entity, other
27 than according to the Settlement's terms.

28 82. Non-Admission of Liability. The Parties enter into this Settlement to resolve the

1 dispute that has arisen between them and to avoid the burden, expense and risk of
2 continued litigation. In entering into this Settlement, Defendant does not admit, and
3 specifically denies, that it violated any federal, state, or local law; violated any
4 regulations or guidelines promulgated pursuant to any statute or any other applicable
5 laws, regulations or legal requirements; breached any contract; violated or breached any
6 duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
7 conduct with respect to its employees or anyone else. Neither this Settlement
8 Agreement, nor any of its terms or provisions, nor any of the negotiations connected
9 with it, will be construed as an admission or concession by Defendant of any such
10 violations or failures to comply with any applicable law. Except as necessary in a
11 proceeding to enforce the terms of this Settlement, this Settlement Agreement and its
12 terms and provisions will not be offered or received as evidence in any action or
13 proceeding to establish any liability or admission on the part of Defendant or to establish
14 the existence of any condition constituting a violation of, or a non-compliance with,
15 federal, state, local or other applicable law.

16 83. Injunction Against Duplicative Claims: Upon Preliminary Approval of the
17 Settlement Agreement, all Participating Class Members shall be enjoined from filing,
18 joining, or becoming a party, member or representative in any actions, claims,
19 complaints, or proceedings in any state or federal court on an individual, representative,
20 collective or class action basis, or with the California Department of Industrial
21 Relations' Division of Labor Standards Enforcement ("DLSE") or the United States
22 Department of Labor ("DOL"), or from initiating any other proceedings, regarding any
23 of the Released Claims defined herein above.

24 84. No Public Comment: Following the filing of the Motion for Preliminary
25 Approval, the Parties understand and agree that there may be media coverage of the
26 Settlement not initiated by Plaintiffs or Defendant, directly or indirectly, as a result of
27 the public filings. Notwithstanding the foregoing, Plaintiffs, Defendant, and their
28 respective counsel agree that no Party shall issue any press release to the news media,

1 nor shall any Party disclose any information regarding this settlement in their marketing
2 materials or firm websites, nor shall any Party communicate in any way with news
3 media concerning the settlement, the *Soliman* Action, or the *Carralez* Action. This
4 provision shall not apply to or limit the public filing of motions or other case materials in
5 the *Soliman* Action, or the *Carralez* Action related to seeking and obtaining Court
6 approval of the proposed Settlement Agreement, the fees and costs of Class Counsel, the
7 Class / PAGA Representative Enhancement Payments, and the other relief set forth in
8 this Settlement Agreement. This provision also shall not prohibit Class Counsel from
9 listing the *Soliman* Action, or the *Carralez* Action by name in support of motions for
10 appointment as class counsel, certification, attorneys' fees and costs, or the like in other
11 matters.

12 85. Encouragement of Class Members: The Parties to this Agreement and the
13 counsel representing such Parties shall not, directly or indirectly, through any person,
14 encourage or solicit any Class Member to exclude himself or herself from this
15 Settlement (opt out) or to object to it. However, Class Counsel and Defendant may
16 respond to inquiries from Class Members. Class Counsel and Defendant's counsel
17 represent, through their signatures below, that they have not taken any action prior to
18 signing this Agreement that would encourage any Class Member to exclude himself or
19 herself from this Settlement, or to object to it. Class Counsel represents and warrants
20 that at the time of signing this Agreement, it has no clients or prospective clients who are
21 potential plaintiffs with potential or actual causes of action against Defendant.

22 86. Waiver. No waiver of any condition or covenant contained in this Settlement
23 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be
24 considered to imply or constitute a further waiver by such Party of the same or any other
25 condition, covenant, right or remedy.

26 87. Enforcement Actions. In the event that one or more of the Parties institutes any
27 legal action or other proceeding against any other Party or Parties to enforce the
28 provisions of this Settlement or to declare rights and/or obligations under this

1 Settlement, the successful Party or Parties will be entitled to recover from the
2 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert
3 witness fees incurred in connection with any enforcement actions.

4 88. Mutual Preparation. The Parties have had a full opportunity to negotiate the
5 terms and conditions of this Settlement Agreement. Accordingly, this Settlement
6 Agreement will not be construed more strictly against one party than another merely by
7 virtue of the fact that it may have been prepared by counsel for one of the Parties, it
8 being recognized that, because of the arms-length negotiations between the Parties, all
9 Parties have contributed to the preparation of this Settlement Agreement.

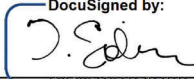
10 89. Representation by Counsel. The Parties acknowledge that they have been
11 represented by counsel throughout all negotiations that preceded the execution of this
12 Settlement Agreement, and that this Settlement Agreement has been executed with the
13 consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and
14 represent that there are no liens on the Settlement Agreement.

15 90. All Terms Subject to Final Court Approval. All amounts and procedures
16 described in this Settlement Agreement will be subject to final Court approval.

17 91. Cooperation and Execution of Necessary Documents. All Parties will cooperate
18 in good faith and execute all documents to the extent reasonably necessary to effectuate
19 the terms of this Settlement Agreement.


20 92. Binding Agreement. The Parties warrant that they understand and have full
21 authority to enter into this Settlement Agreement, and further intend that this Settlement
22 Agreement will be fully enforceable and binding on all parties, and agree that it will be
23 admissible and subject to disclosure in any proceeding to enforce its terms,
24 notwithstanding any mediation confidentiality provisions that otherwise might apply
25 under federal or state law.

26 Dated: 11/3/2023 _____


DocuSigned by:

Tiffany Soliman
Plaintiff / Class Representative

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Dated: 11/3/2023

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Maria Carralez
Plaintiff / Class Representative

Dated: 11/11/2023

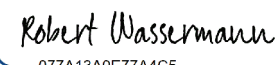
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Eugene Bautista
Plaintiff / Class Representative

Dated: 11/2/2023

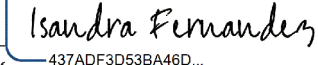
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Satellite Healthcare, Inc.
Defendant

APPROVED AS TO FORM

Dated: 11/2/2023

MAYALL HURLEY, P.C.
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Nicholas F. Scardigli
Attorneys for Plaintiffs and the Putative Class

Dated: 11/7/2023

JAMES HAWKINS ALPC
DocuSigned by:

437ADF3D53BA46D...
Isandra Fernandez
Anthony Draper
Attorneys for Plaintiffs and the Putative Class

Dated: November 2, 2023

EPSTEIN BECKER & GREEN, P.C.

Michael S. Kun
Kevin D. Sullivan
Attorneys for Defendant Satellite Healthcare, Inc.