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Attorneys for Plaintiff Stacie Horton, individually, and on behalf of all others similarly situated.

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Kern County Superior Court
By Christina Vasquez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

STACIE HORTON, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

EVERSIDE HEALTH, LLC; HEALTHSTAT WELLNESS, INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No. BCV-21-101366 TSC

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DECLARATION OF NAMRATA KAUR IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Hearing Date: May 31, 2023
Time: 8:30 a.m.

and rest periods due to misclassification of newspaper delivery employees); Brown v. Experian Information Solutions, Inc., et. al., Orange County Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar positions); Tereth v. Shakey's USA, Inc., Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to restaurant employees); Azurin v. Harbor Distributing LLC, et. al., Los Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business expenses to Account Managers); Caffero v. ABC (failure to provide meal periods and reimburse expenses of therapists). All cases cited above were successfully resolved for the plaintiff classes.

29. Kashif Haque received his J.D. in 2001 from Washington University School of Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an article published in the Law Review, Executive Board Member of Moot Court, and a member of the Dean's List. He received a Bachelor's of Science in Business Administration from the University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

30. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's employment litigation with a specific focus on wage and hour claims. Since then, he has represented over 500,000 employees with their employment claims, many of which included wage and hour claims. He has been appointed class counsel in approximately 100 cases and is currently litigating over 150 employment wage and hour class action cases.

31. Mr. Haque authored a book on employment litigation strategies with West Publishing and has been invited to speak on class action and wage and hour issues on numerous occasions. He has spoken at seminars by the State Bar of California, California Employment Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers. Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for every year the list was published, from 2012 to 2018.

32. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University of California at Berkeley in 1997.

33. After graduation from law school in 2001, the same year in which Mr. Wong took and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles, California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in the employment department at Paul Hastings, he was involved in numerous wage and hour class action lawsuits and other employment related matters.

34. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong represented and obtained successful outcomes for his clients, including awards through arbitration and trial.

35. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial Lawyers Association, and California Employment Lawyers Association.

36. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC Metro in 2014, 2015, and 2018.

37. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted to the California Bar in December of 2011, and received her J.D. from Santa Clara University School of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has dedicated her career to plaintiffs' side class actions. Ms. Campbell's experience includes successful work on class action appeals, class certification motions, and class settlements. She was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2018-2021.

38. I am an associate attorney at Aegis Law Firm, PC. I was admitted to the California Bar in August of 2021. I work exclusively on wage and hour class and representative action litigation at Aegis. Prior to Aegis Law Firm, my experience includes plaintiff and defense side employment law litigation.

39. My office has performed significant work and expended litigation costs in prosecuting the matter with no guarantee of any payment. In doing so, my office had to forego compensable hourly work on other cases so as to devote the necessary time and resources to these contingency class actions and risked recovering nothing for this substantial effort.

40. At final approval, my office will fully brief the merits of its request for the award of attorneys' fees and litigation costs.

Exhibits

41. A true and correct copy of the Joint Stipulation of Settlement is attached hereto as **Exhibit 1.**

42. A true and correct copy of the LWDA's confirmation that my office submitted the Joint Stipulation of Settlement is attached hereto as **Exhibit 2.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 21, 2023 at Irvine, California.

Namrata Kaur

Namrata Kaur

EXHIBIT 1

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Attorneys for Defendant
HEALTHSTAT WELLNESS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

DocuSign Envelope ID: D946E3FD-EDCB-4720-BA76-2D779580C457

STACIE HORTON, individually and on behalf of all others similarly situated, Plaintiffs, vs. EVERSIDE HEALTH, LLC; HEALTHSTAT WELLNESS, INC.; and DOES 1 through 20, inclusive, Defendants.	Case No. BCV-21-101366 $VVLJQHG IRU DOO SXUSRVHV +RQ %HUQDUG & %DUPDQQ **JOINT STIPULATION OF SETTLEMENT**

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It is stipulated and agreed by and among the undersigned Parties, subject to the approval of the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of Settlement ("Agreement" or "Settlement").

This Agreement is made by and between Named Plaintiff Stacie Horton ("Named Plaintiff") and the Class Members, on the one hand, and Defendant Healthstat Wellness, Inc. ("Defendant"), on the other hand. Named Plaintiff and Defendant collectively are referred to in this Agreement as "the Parties."

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the settlement amount of Four Hundred Fifty Thousand Dollars ($450,000.00) as provided in Section 3.06(a) below ("Gross Settlement Amount") pursuant to the terms and conditions of this Agreement and for the consideration set forth herein, including but not limited to, a release of all claims by Named Plaintiff and the Class Members as set forth herein.

ARTICLE I

DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

a. "Action" means the actions described as follows: 6WDFLH +RUWRQ Y (Y // & H,W Case No. BCV-21-101366, commenced on June 16, 2021, in the Superior Court of the State of California for the County of Kern, and 6WDFLH +RUWRQ Y (YHUGH + Case No. BCV-21-102008, commenced on August 30, 2021, in the Superior Court of the State of California for the County of Kern.

b. "Agreement" means this Joint Stipulation of Settlement, including the attached Exhibit(s).

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c. "Class" means all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period.

d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

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Kashif Haque
Jessica L. Campbell
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e. "Class List" means a list based on Defendant's business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. "Class Member(s)" means all members of the Class.

g. "Class Period" means June 16, 2017 through July 19, 2022.

h. "Court" means the California Superior Court for the County of Kern, where the Action is currently pending.

i. "Date of Finality" means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court's overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. "Defendant" means Defendant Healthstat Wellness, Inc.

k. "Defense Counsel" means counsel for Defendant:

FOX ROTHSCHILD LLP
Jeffrey S. Horton Thomas
Cody T. Stroman

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l. "Disposition" means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. "Final Order Approving Settlement of Class Action" or "Final Order" means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. "Gross Settlement Amount" means Four Hundred Fifty Thousand Dollars and Zero Cents ($450,000.00) to be paid by Defendant as provided by this Agreement to settle this Action. All payments to the Class, administration costs, attorney's fees and costs, and Incentive Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer's share of payroll taxes arising from the payments made under this settlement shall be paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

o. "Incentive Award" means a monetary amount of up to Ten Thousand Dollars ($10,000.00) for the Named Plaintiff, subject to Court approval, in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims.

p. "Individual Settlement Payment(s)" means each Participating Class Member's respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. "LWDA" means The State of California Labor and Workforce Development Agency.

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r. "LWDA Payment" means 75% of the $20,000 allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

s. "Motion for Final Approval" means Plaintiffs' submission of a written motion, including any evidence as may be required for the Court to conduct an inquiry into the fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter a Final Order in this Action.

t. "Motion for Preliminary Approval" means Plaintiffs' submission of a written motion, including any evidence as may be required for the Court to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of Court.

u. "Named Plaintiff" means Stacie Horton.

v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved administration costs, Class Counsels' attorney's fees and costs, Incentive Awards and LWDA Payment, pursuant to Section 3.06(a)-(f) below.

w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the Settlement Administrator a valid and timely written request to be excluded from the Class pursuant to Section 3.04(b) below.

x. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

y. "PAGA" means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 H W. V H T

z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is Twenty Thousand Dollars ($20,000), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the