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23 Medical Solutions, L.L.C.

24 UNITED STATES DISTRICT COURT  
25 EASTERN DISTRICT OF CALIFORNIA

26 Bryon Dittman, an individual on behalf of  
27 himself and others similarly situated,

28 Plaintiffs,

v.

MEDICAL SOLUTIONS, L.L.C.; and DOES  
1 to 10 inclusive,

Defendants.

Case No. 2:17-cv-01851-MCE-CKD

**JOINT STIPULATION AND  
SETTLEMENT AGREEMENT**

**JOINT STIPULATION AND SETTLEMENT AGREEMENT**

1 This Joint Stipulation and Settlement Agreement (hereafter “Agreement” or “Settlement”)  
2 is entered into by and between Defendant Medical Solutions L.L.C. (hereafter “Defendant” or  
3 “Medical Solutions”) on the one hand, and Plaintiff Bryon Dittman (hereafter “Dittman”), on  
4 behalf of himself and each member of the proposed class and collective as defined herein (together  
5 “the Plaintiffs”), on the other hand (collectively “the Parties”), with respect to the lawsuit *Dittman*  
6 *v. Medical Solutions, L.L.C.*, Case No. 2:17-cv-01851-MCE-CKD currently pending in the United  
7 States District Court for the Eastern District of California (hereafter “the Action”).

8 WHEREAS, the Action was initially filed on September 6, 2017, and the currently  
9 operative First Amended Complaint (hereafter complaint or "FAC") asserts California state law  
10 claims for failure to pay overtime wages (Cal. Labor Code §§ 510, 1194), unfair business practices  
11 (Cal. Bus. & Prof. Code § 17200, et seq.), waiting time penalties (Cal. Labor Code § 203), and  
12 civil penalties under the California Labor Code Private Attorneys General Act (hereafter “PAGA”)  
13 (Cal. Labor Code § 2698, et seq.), as well as a federal claim for violation of the Fair Labor  
14 Standards Act (hereafter “FLSA”) (29 U.S.C. § 201, et seq.);

15 WHEREAS, with respect to the California state law claims, the Court certified, on October  
16 23, 2018, the following class pursuant to Rule 23 of the Federal Rules of Civil Procedure:

17 All non-exempt hourly health care professionals employed by Medical  
18 Solutions who, at any time from September 7, 2013 through [October 23,  
19 2018], worked in California pursuant to a Travel Assignment Agreement  
20 during which they received housing and/or meal and incidental benefits,  
21 received overtime pay, and had the value of their housing and/or meals and  
22 incidental benefits excluded from their regular rate for purposes of  
23 calculating overtime pay;  
24

25 WHEREAS, Court-approved notice of class certification and an opportunity to opt-out was  
26 provided to the Rule 23 class and, excluding opt-outs, resulting in a class that included 2,770  
27 individuals;  
28

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1 WHEREAS, with respect to the FLSA claim, the Court, on October 23, 2018, conditionally  
2 certified – for the purpose of providing notice of the Action and an opportunity to opt-in – the  
3 following FLSA collective:

4 All non-exempt hourly health care professionals employed by Medical  
5 Solutions in the United States who, at any time within the three years  
6 preceding [October 23, 2018], worked pursuant to a Travel Assignment  
7 Agreement during which they received housing and/or meal and incidental  
8 benefits, worked in excess of 40 hours in one or more workweeks, and had  
9 the value of their housing and/or meals and incidental benefits excluded  
10 from their regular rate for purposes of calculating overtime pay;

11 WHEREAS, Court-approved notice of the Action and an opportunity to opt-in to the FLSA  
12 claim was provided to the conditionally certified collective and 669 individuals timely opted-in to  
13 the FLSA claim;

14 WHEREAS, on September 11, 2019, the Court issued an Order on the Parties' cross-  
15 motions for summary judgment as to each of Dittman's claims, granting in part and denying in part  
16 each party's motion;

17 WHEREAS, on July 21, 2022, the Court issued an Order granting Defendant's motion to  
18 decertify the class and collective without prejudice to Dittman filing a renewed motion to certify  
19 the class and collective; and

20 WHEREAS, prior to Dittman filing a renewed motion for class and collective certification,  
21 the Parties participated in a private mediation with retired Magistrate Judge Suzanne Segal and  
22 reached an agreement to settle the Action on a class and collective basis;

23 NOW, THEREFORE, IT IS HEREBY STIPULATED THAT, subject to Court approval  
24 of this Settlement, the Action shall be compromised and settled pursuant to the following terms  
25 and conditions:  
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1           **1. Effective Date.**

2           This Settlement shall become effective on the latest of the following dates: (a) 45 days after  
3 the Court enters an order granting final approval of the Settlement if no appeal of that final  
4 approval order is filed, or (b) if an appeal of the final approval order is filed, 35 days after  
5 termination of the appeal (including any requests for rehearing) resulting in a final judicial  
6 approval of the settlement (hereafter “Effective Date”).

7           **2. Certification of Class and Collective.**

8           **a. California Settlement Class:** For purposes of this Settlement only, the  
9 Parties stipulate to certification of a Rule 23 class defined as follows:

10                   All non-exempt hourly healthcare professionals employed by  
11                   Medical Solutions who did not timely opt-out of the previously  
12                   certified class and, at any time from September 7, 2013 through  
13                   October 23, 2018, worked in California pursuant to a Travel  
14                   Assignment Agreement during which they received housing and/or  
15                   meal and incidental benefits, received overtime pay, and had the  
16                   value of their housing and/or meal and incidental benefits excluded  
17                   from their regular rate for purposes of calculating overtime pay  
18                   (hereafter “California Settlement Class”).

19  
20  
21           **b. FLSA Settlement Collective:** For purposes of this Settlement only, the  
22 parties stipulate to certification of a FLSA collective defined as follows:

23                   All non-exempt hourly healthcare professionals employed by  
24                   Medical Solutions in the United States who, between October 23,  
25                   2015 and October 23, 2018, worked pursuant to a Travel  
26                   Assignment Agreement during which they received housing and/or  
27                   meal and incidental benefits, worked in excess of 40 hours in one or  
28                   more workweeks, had the value of their housing and/or meal and

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1 incidental benefits excluded from their regular rate for purposes of  
2 calculating overtime, and timely opted-in to the FLSA claim  
3 following the Court’s prior conditional certification of a collective  
4 (hereafter “FLSA Settlement Collective”).

5 **3. Settlement Administrator.**

6 The Parties designate CPT Group, Inc. (hereafter “Settlement Administrator”) to process  
7 this Settlement. The Settlement Administrator will administer the Settlement including, but not  
8 limited to, distributing notice of the Settlement, processing objections and inquiries regarding the  
9 Settlement, calculating and directing the disbursements of payments under the Settlement, issuing  
10 appropriate tax forms for disbursements under the Settlement, and calculating and processing  
11 required tax withholdings, if any, on such disbursements. The Settlement Administrator shall  
12 provide the Parties with weekly reports regarding the status of mailings, returns, and re-mailings,  
13 and disputes regarding the calculation of workweeks. The Settlement Administrator shall not  
14 disburse funds except as provided herein, as ordered by the Court, or as agreed upon in writing by  
15 counsel for both Parties. Subject to further orders and/or directions as may be made by the Court,  
16 the Settlement Administrator is authorized to execute such transactions on behalf of the California  
17 Settlement Class and FLSA Settlement Collective as are consistent with the terms of the  
18 Settlement.

19 **4. Release of Claims.**

20 a. **California Settlement Class Release:** As of the Effective Date, all  
21 members of the California Settlement Class shall release Medical Solutions and any parent,  
22 subsidiary, affiliate, predecessor or successor thereof, including but not limited to all agents,  
23 employees, officers, directors, attorneys, and healthcare facility clients thereof (collectively, the  
24 “Released Parties”), for all “Class Released Claims,” defined as: any and all claims, debts,  
25 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes  
26 of action, contingent or accrued, which relate to the wage and hour and California Labor Code  
27 claims alleged in the complaint or which relate to other claims that could have been alleged based  
28

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1 on the facts asserted in the complaint, including but not limited to regular and overtime rate  
2 calculations, waiting time penalties, minimum wages, timely payment of wages, wage statements,  
3 reimbursements, unlawful deductions from wages, and derivative or related claims, including but  
4 not limited to PAGA claims, claims for restitution and other equitable relief, liquidated damages,  
5 punitive damages, or penalties of any nature whatsoever.

6 **b. FLSA Settlement Collective Release:** As of the Effective Date, all  
7 members of the FLSA Settlement Collective shall release the Released Parties for all “FLSA  
8 Released Claims,” defined as: any and all claims, debts, liabilities, demands, obligations,  
9 guarantees, costs, expenses, attorneys’ fees, damages, or causes of action, contingent or accrued,  
10 which relate to the FLSA unpaid overtime claim alleged in the complaint or relate to other FLSA  
11 claims that could have been alleged based on the facts asserted in the complaint.

12 **c. Dittman Individual General Release:** As of the Effective Date, Dittman,  
13 in his individual capacity, shall irrevocably and unconditionally release, acquit, and discharge the  
14 Released Parties from any and all complaints, claims, liabilities, obligations, promises,  
15 agreements, controversies, damages, costs, losses, debts and expenses (including attorneys’ fees  
16 and costs actually incurred), of any nature whatsoever, known or unknown, that arose before the  
17 Effective Date.

18 As to the foregoing general release, Dittman expressly waives the benefits of California  
19 Civil Code § 1542 which provides as follows:

20  
21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH  
22 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
23 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,  
24 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY  
25 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

26 **5. Gross Settlement Fund.**

27 Pursuant to this Settlement, Medical Solutions shall pay a non-reversionary gross  
28 settlement amount of Four Million Six Hundred Twenty Five Thousand Dollars (\$4,625,000)

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1 (hereafter “Gross Settlement Fund”). The Gross Settlement Fund is the total and non-reversionary  
2 amount payable pursuant to this Settlement by Medical Solutions and includes attorneys’ fees and  
3 costs to Plaintiffs’ counsel as determined by the Court, individual settlement payments to the  
4 California Settlement Class and FLSA Settlement Collective, any service award to Dittman as  
5 determined by the Court, payment of civil penalties to the California Labor & Workforce  
6 Development Agency (hereafter “LWDA”), and the Settlement Administrator’s fees and costs.  
7 Under no circumstances shall Medical Solutions be required to pay or contribute any monies in  
8 excess of the Gross Settlement Fund, except that Medical Solutions is responsible for paying, with  
9 funds separate and apart from the Gross Settlement Fund, the employer’s share of any federal,  
10 state and/or local payroll taxes on the portion of individual settlement payments apportioned to  
11 wages.

12 **6. Deductions from Gross Settlement Fund.**

13 Subject to Court approval, the following deductions will be made from the Gross  
14 Settlement Fund:

- 15 (1) attorneys’ fees to Plaintiffs’ counsel, Hayes Pawlenko LLP (hereafter “Class  
16 Counsel”), in an amount to be determined by the Court and not to exceed one-  
17 third (1/3) of the Gross Settlement Fund (hereafter “Class Counsel Fees”);  
18 (2) reimbursement of actual costs to Class Counsel in an amount to be determined by  
19 the Court and not to exceed Forty Five Thousand Dollars (\$45,000) (hereafter  
20 “Class Counsel Costs”);  
21 (3) settlement administration fees and costs to the Settlement Administrator not to  
22 exceed Fifty Thousand Dollars (\$50,000) (hereafter “Settlement Administration  
23 Costs”);  
24 (4) a payment of civil penalties pursuant to PAGA, Cal. Labor Code § 2698, et seq.,  
25 in the amount of One Hundred Thousand Dollars (\$100,000) (hereafter “PAGA  
26 Payment”), of which Seventy Five Thousand Dollars (\$75,000) shall be  
27 distributed to the LWDA and the remaining Twenty Five Thousand Dollars  
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1 (\$25,000) of which shall be distributed to members of the California Settlement  
2 Class, pro rata, based on the number of weeks worked in California from  
3 December 26, 2016 through the date the Court enters an Order granting  
4 preliminary approval (“Aggrieved Employee Workweeks”); and

5 (5) a service award to Dittman in an amount to be determined by the Court and not to  
6 exceed Ten Thousand Dollars (\$10,000) (hereafter “Service Award”).

7 In the event the Court reduces the amount awarded as Class Counsel Fees, Class Counsel  
8 Costs, Settlement Administration Costs, or Service Award, the difference shall be included in the  
9 funds available for distribution to the California Settlement Class and FLSA Settlement Collective.  
10 No funds will revert to Defendant from the Gross Settlement Fund.

11 After the above Court-approved deductions for Class Counsel Fees, Class Counsel Costs,  
12 Settlement Administration Costs, PAGA Payment, and Service Award, the balance of the Gross  
13 Settlement Fund (hereafter “Net Settlement Fund”) shall be distributed to the California Settlement  
14 Class and FLSA Settlement Collective pursuant to the formulas set forth below.

15 **7. Formula for Determining Settlement Payments to California Settlement Class.**

16 Ninety Five Percent (95%) of the Net Settlement Fund will be paid to the California  
17 Settlement Class (hereafter “California Class Fund”). In order to receive a payment from the  
18 California Class Fund, a member of the California Settlement Class need not submit a claim form,  
19 but rather, will automatically be sent a settlement payment calculated as described in this section.

20 The California Class Fund shall be allocated pro rata among the members of the California  
21 Settlement Class based on the number of weeks worked in California as reflected in Defendant’s  
22 payroll records from September 7, 2013 through the date the Court enters an Order granting  
23 preliminary approval of the Settlement (hereafter “Qualifying California Workweeks”). The  
24 California Class Fund shall first be divided by the total number of Qualifying California  
25 Workweeks worked by the entire California Settlement Class to determine the monetary value of  
26 each Qualifying California Workweek. Each California Settlement Class Member’s share of the  
27 California Class Fund will then be calculated by multiplying that individual’s number of  
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1 Qualifying California Workweeks by the monetary value of each Qualifying California  
2 Workweek. Mathematically, a California Settlement Class member's individual settlement  
3 payment will be calculated as follows: (California Class Fund ÷ Qualifying California Workweeks  
4 of entire California Settlement Class) x (Qualifying California Workweeks worked by the  
5 individual) = individual settlement payment.

6 **8. Formula for Determining Settlement Payments to FLSA Settlement**  
7 **Collective.**

8 Five Percent (5%) of the Net Settlement Fund will be paid to the FLSA Settlement  
9 Collective (hereafter "FLSA Fund"). In order to receive a payment from the FLSA Fund, a  
10 member of the FLSA Settlement Collective need not submit a claim form, but rather, will  
11 automatically be sent a FLSA settlement payment calculated as described in this section.

12 The FLSA Fund shall be allocated pro rata among the members of the FLSA Settlement  
13 Collective based on the number of workweeks each member worked in the United States as  
14 reflected in Defendant's payroll records from October 23, 2015 through the date the Court enters  
15 an Order granting preliminary approval of the Settlement (hereafter "Qualifying FLSA  
16 Workweeks"). The FLSA Fund shall first be divided by the total number of Qualifying FLSA  
17 Workweeks worked by the entire FLSA Settlement Collective to determine the monetary value of  
18 each Qualifying FLSA Workweek. Each FLSA Settlement Collective member's share of the  
19 FLSA Fund will then be calculated by multiplying that individual's number of Qualifying FLSA  
20 Workweeks by the monetary value of each Qualifying FLSA Workweek. Mathematically, a FLSA  
21 Settlement Collective Member's individual settlement payment will be calculated as follows:  
22 (FLSA Fund ÷ Qualifying FLSA Workweeks of entire FLSA Settlement Collective) x (Qualifying  
23 FLSA Workweeks worked by the individual) = individual settlement payment.

24 **9. Taxes.**

25 The payment of Class Counsel Fees, Class Counsel Costs, the PAGA Payment, Settlement  
26 Administration Expenses, and the Service Award shall be reported on an IRS Form 1099 and will  
27 not be subject to withholdings.  
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1 For the purpose of calculating applicable tax withholdings for the individual California  
2 settlement payments and FLSA settlement payments, the Parties agree that thirty percent (30%) of  
3 such settlement payments will be treated as wages and seventy percent (70%) will be treated as  
4 penalties and interest. The portion treated as wages will be subject to regular and/or applicable  
5 payroll and income tax withholdings (for the employee portion of withholdings only), and will be  
6 reported on an IRS Form W-2. The portion treated as penalties and interest will not be subject to  
7 regular and/or applicable payroll and income tax withholdings, and will be reported on an IRS  
8 Form 1099. Medical Solutions' share of employer-side payroll taxes on the individual settlement  
9 payments will be paid by Medical Solutions with funds separate and apart from the Gross  
10 Settlement Fund.

11 The Parties agree that any Service Award approved by the Court will result in the issuance  
12 of a Form 1099 to Dittman.

13 The Settlement Administrator shall be responsible for issuing the aforementioned tax  
14 forms, calculating applicable withholdings, and transmitting the required employee withholdings  
15 to the appropriate state and federal tax authorities. Within five days of calculating the payroll  
16 withholdings, the Settlement Administrator shall notify Medical Solutions of the amount of  
17 employer-side payroll taxes that Medical Solutions will need to separately pay to the appropriate  
18 state and federal tax authorities.

19 **10. Circular 230 Disclaimer.**

20 The Parties agree that: (1) no provision of this Agreement, and no written communications  
21 or disclosure between or among the Parties or their attorneys and other advisers, is or was intended  
22 to be, nor shall any such communication or disclosure constitute or be construed or be relied upon  
23 as, tax advice within the meaning of the United States Treasury Department Circular 230 (31 CFR  
24 Part 10, as amended); (2) the Parties (a) have relied exclusively upon their own independent legal  
25 and tax advisers for advice (including tax advice) in connection with this Agreement, (b) have not  
26 entered into this Agreement based upon the recommendation of any other party or any attorney or  
27 advisor to any other party, and (c) are not entitled to rely upon any communication or disclosure  
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1 by any attorney or adviser to any other party to avoid any tax or tax penalty; and (3) no attorney  
2 or adviser to any party has imposed any limitation that protects the confidentiality of any such  
3 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon  
4 disclosure by the party of the tax treatment or tax structure of any transaction, including any  
5 transaction contemplated by this Agreement.

6 **11. Settlement Approval & Notice Procedure.**

7 **a. Preliminary Approval of the Settlement**

8 After the Parties execute this Settlement, Class Counsel shall submit the Settlement to the  
9 Court pursuant to a motion for preliminary approval seeking (1) preliminary approval the  
10 Settlement, (2) approval of the proposed notice to the California Settlement Class and FLSA  
11 Settlement Collective in the form attached hereto as Exhibit A (hereafter "Settlement Notice"), (3)  
12 approval of the proposed procedure for notifying the California Settlement Class and FLSA  
13 Settlement Collective of the Settlement, and (4) the scheduling of a final fairness hearing. Class  
14 Counsel will provide Medical Solutions' counsel with a draft of the motion for preliminary  
15 approval at least five (5) days prior to filing the motion.

16 **b. Notice of Settlement by Mail**

17 No later than fifteen (15) days after the Court enters an Order granting preliminary approval  
18 of the Settlement, Medical Solutions shall provide to the Settlement Administrator a list containing  
19 the names, last known addresses, dates of employment, social security numbers, and, as applicable,  
20 number of Aggrieved Employee Workweeks, the number of Qualifying California Workweeks,  
21 and/or number of Qualifying FLSA Workweeks for each member of the California Settlement  
22 Class and FLSA Settlement Collective (collectively "Employee Data"). Using the Employee Data,  
23 the Settlement Administrator shall calculate the estimated settlement payment to which each  
24 member of the California Settlement Class is entitled and the estimated settlement payment to  
25 which each member of the FLSA Settlement Collective is entitled pursuant to the formulas  
26 described above. Within fifteen (15) days of receipt from Medical Solutions of the Employee  
27 Data, the Settlement Administrator shall mail the Settlement Notice, via First-Class Mail using the  
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1 United States Postal Service, to the most recent address known for each member of the California  
2 Settlement Class and FLSA Settlement Collective. Before mailing the Settlement Notice, the  
3 Settlement Administrator shall review the National Change of Address Registry for all members  
4 of the California Settlement Class and FLSA Settlement Collective and/or conduct a skip trace to  
5 determine the most up-to-date addresses.

6 If any Settlement Notices are returned with a forwarding address, the Settlement  
7 Administrator shall re-mail the Settlement Notice to the forwarding address. In the event that a  
8 Settlement Notice is returned without a forwarding address, the Settlement Administrator shall,  
9 via skip-tracing, seek an address correction for such individual, and, if an updated address is  
10 identified, send the Settlement Notice to the new address within seven (7) days. The Settlement  
11 Administrator may conduct any investigation it deems economically reasonable and consistent  
12 with industry practice to determine the correct address of any member of the California Settlement  
13 Class or FLSA Settlement Collective.

14 **c. Procedure for Objecting to the Settlement**

15 Members of the California Settlement Class and FLSA Settlement Collective shall have  
16 forty-five (45) calendar days from the date the Settlement Notice is first mailed by the Settlement  
17 Administrator (hereafter “Objection Deadline”) to object to the Settlement.

18 The Settlement Notice shall advise that, to be considered valid, an objection should: (1) be  
19 in writing; (2) include the objector’s full name and address; (3) include the last four digits of the  
20 objector’s Social Security Number; (4) clearly identify the case name and number, (5) state the  
21 basis for the objection and include any supporting documents; (6) be mailed to the Settlement  
22 Administrator at the address above, postmarked on or before the Objection Deadline.

23 Members of the California Settlement Class and FLSA Settlement Collective who do not  
24 submit a timely objection to the Settlement shall be deemed to have waived any objections to the  
25 Settlement and shall be foreclosed from making any objection (whether by appeal or otherwise) to  
26 the Settlement, unless otherwise ordered by the Court.  
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1                                   **d.        Procedure for Disputing Qualifying Workweeks Calculation**

2                                    Members of the California Settlement Class and FLSA Settlement Collective shall  
3 also have forty-five (45 days) from the date of mailing the Settlement Notice (hereafter “Dispute  
4 Deadline”) in which to dispute the number of Aggrieved Employee Workweeks, Qualifying  
5 California Workweeks and/or Qualifying FLSA Workweeks allocated to them, which shall be  
6 stated in the Settlement Notice. The Settlement Administrator shall consider all such disputes,  
7 provided that, prior to the Dispute Deadline, the individual California Settlement Class or FLSA  
8 Settlement Collective member notifies the Settlement Administrator of the dispute and provides  
9 supporting documents (if appropriate). The Settlement Notice shall advise of the right to dispute  
10 the number of qualifying workweeks and shall direct that such disputes be made to the Settlement  
11 Administrator by the Dispute Deadline, the date of which shall be stated in the Settlement Notice.  
12 After consulting with Class Counsel and Medical Solutions’ counsel, the Settlement Administrator  
13 shall have the final authority to resolve all disputes concerning the number of Aggrieved Employee  
14 Workweeks, Qualifying California Workweeks and/or Qualifying FLSA Workweeks.

15                                   **e.        Declaration of Compliance**

16                                    As soon as practicable, but no later than seven (7) calendar days following the  
17 Objection Deadline, the Settlement Administrator shall provide counsel for the Parties with a  
18 declaration attesting to completion of the notice process set forth herein, including an explanation  
19 of efforts to resend undeliverable Settlement Notices, which declaration shall be filed with the  
20 Court by Class Counsel along with the papers requesting final approval of the Settlement.

21                                   **f.        Final Approval of the Settlement**

22                                    Prior to the final fairness hearing, and consistent with any deadlines imposed by the Court,  
23 Class Counsel shall file a motion for final approval of the Settlement and request the entry of an  
24 Order and judgment finally approving the Settlement. Class Counsel will provide a draft of the  
25 motion for final approval to Medical Solutions’ counsel at least five (5) days prior to filing the  
26 motion.  
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1 reasonable attorneys' fees and costs in connection with any enforcement actions.

2 **d. No Inducements**

3 Dittman and Defendant acknowledge that they are entering into this Agreement as a free  
4 and voluntary act without duress or undue pressure or influence of any kind or nature whatsoever  
5 and that neither Dittman nor Defendant has relied on any promises, representations, or warranties  
6 regarding the subject matter hereof other than as set forth in this Agreement.

7 **e. No Prior Assignment**

8 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly  
9 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or  
10 entity any portion of any liability, claim, demand, action, cause of action or rights herein released  
11 and discharged except as set forth herein.

12 **f. Counterparts**

13 This Agreement, and any amendments hereto, may be executed in any number of  
14 counterparts, each of which when executed and delivered shall be deemed to be an original and all  
15 of which taken together shall constitute but one and the same instrument. This Agreement will  
16 become effective on the date when the last person signs and dates it.

17 **g. Integration Clause**

18 This document, along with any exhibits attached hereto, constitutes the complete and entire  
19 Agreement between the Parties pertaining to the subject matter hereof, and the final, complete and  
20 exclusive expression of the terms and conditions of their Agreement. Any and all prior  
21 agreements, representations, negotiations, and understandings between the Parties, oral or written,  
22 express or implied, are hereby superseded and merged herein.

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