

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Michael Ashlock (“Plaintiff”) and defendant Advantis Medical Staffing, LLC (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the complaint that was filed in California state court and any amendments thereto, which is currently captioned *Ashlock v. Advantis Medical Staffing, LLC*, Case No. 37-2020-00022305-CU-OE-CTL pending in Superior Court of the State of California, County of San Diego.
- B. “Class” means all non-exempt employees who are or previously were employed by Defendant Advantis Medical Staffing, LLC in the State of California during the period of June 29, 2016 to November 6, 2020 (the “Class Period”).
- C. “Class Counsel” means Shani O. Zakay of Zakay Law Group, APC, and Nicholas J. De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fee and expenses, respectively, as approved by the Court to compensate them for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known); his or her dates of employment and/or number of workweeks worked during the Class Period as a Class Member.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.
- H. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- I. “Class Period” means the period of time from June 29, 2016 to November 6, 2020.
- J. “Class Representative Service Payment” means the service payment made to Plaintiff in his capacity as Class Representative in order to compensate him for initiating the Action, performing work in support of the Action, undertaking the

risk of liability for Defendant's expenses in the event the Plaintiff was unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiff as set forth herein.

- K. "Court" means the Superior Court of California, County of San Diego.
- L. "Defendant" means defendant Advantis Medical Staffing, LLC.
- M. "Defendant's Counsel" means Sarah Kroll-Rosenbaum and Sayaka Karitani of Akerman LLP.
- N. "Effective Date" means the date by which all of the following have occurred:
 - 1. This Agreement is approved by the Court; and
 - 2. The Judgment becomes Final as defined in Section I(P) of this Agreement.
- O. "Election Not to Participate in Settlement" means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- P. "Final" means the last of the following dates, as applicable:
 - 1. If no objection to the Settlement is made, the date upon which the Court enters the Judgment.
 - 2. If an objection to the Settlement is made and Judgment is entered but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- Q. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- R. "Gross Settlement Amount" means One Hundred Thirty-Five Thousand Dollars (\$135,000) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the LWDA Payment contemplated in this resolution in this Agreement, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- S. "Judgment" means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- T. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the LWDA Payment, and the Settlement Administration Expenses.
- U. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- V. “PAGA Period” means the period from May 7, 2019 to November 6, 2020.
- W. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- X. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- Y. “Released Parties” means Defendant and any and all of its parents, subsidiaries, affiliates, predecessors, successors, agents, employees, officers, directors, attorneys, and healthcare facility clients.
- Z. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- AA. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The determination of the Settlement Administrator will be by a not to exceed bid and shall be agreed to by all counsel.
- BB. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On June 29, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. On January 14, 2021 Plaintiff filed a First Amended Complaint for the sole purpose of adding the California Private Attorneys General Act (“PAGA”) claim.
- B. In the First Amended Complaint, which is the operative complaint, Plaintiff asserted claims that Defendant:
 - 1. Violated California Business and Professions Code § 17200 *et seq.*;
 - 2. Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*;
 - 3. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;

4. Failed to provide required meal breaks in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order;
 5. Failed to provide required rest breaks in violation of California Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order;
 6. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 7. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
 8. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
 9. Violated the Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”)
- C. On November, 2020, the Parties participated in an all-day mediation presided over by the Honorable Judge Jan M. Adler (Ret.), a respected jurist and mediator. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based on a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason, and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is One Hundred Thirty-Five Thousand Dollars (\$135,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.

B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

1. **To Plaintiff:** In addition to the Settlement Shares to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$7,500 as the Class Representative Service Payment. Defendant will not oppose a Class Representative Service Payment of no more than \$7,500 for Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$7,500 for Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to the Plaintiff with respect to the payment. To receive the payment, the Plaintiff agrees to a 1542 waiver and a general release of all claims as set forth below.
2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is \$45,000 as their Class Counsel Fees Payment and an amount not more than \$10,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court (but not more than One-Third of the Gross Settlement Amount, which is presently \$45,000, and \$10,000, respectively) out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$45,000, and \$10,000, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. Class Counsel Fees Payment shall be divided as follows: 60% to Zakay Law Group, APC and 40% to Blumenthal Nordrehaug Bhowmik De Blouw, LLP.
3. **To LWDA.** The Parties will seek approval from the Court for the PAGA Payment of \$5,000 out of the Gross Settlement Amount, which shall be allocated \$3,750 to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$1,250 to the Net Settlement Amount for distribution to the Participating Class Members. If the Court approves a PAGA Payment of less than \$5,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and

expenses that are documented and approved by the Court in an amount not to exceed \$3,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$3,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
2. **Calculation.** The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member’s workweeks worked that occurred during the Class Period.
3. **Withholding.**
 - a. Subject to approval by the Court, 1/3 of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount.
 - b. Subject to approval by the Court, 2/3 of each Participating Class Member’s Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
5. **Class Size Modification.** Defendant has represented that the Class Members collectively worked approximately 864 workweeks during the Class Period. In regard hereto, Defendant will provide the number of Class Members and workweeks they worked for the Class Period prior to the filing of the motion for preliminary approval. If the number of actual workweeks worked by the Class Members during the Class Period is more than 10% of

the estimate stated herein, the parties will meet and confer and agree on a shortened Class Period, with an ending date on the date on which the actual number of workweeks equaled 950.

- D. **Appointment of Settlement Administrator.** After obtaining quotes from qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Simpluris as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

- E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement by the Court.**

- a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement

substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.

- c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- a. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic spreadsheet containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel.
- b. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing

address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than 10 days before the date by which the Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement, including objections to Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and the Class Representative Service Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement or any aspect thereof, including Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or the Class Representative Service Payments, may object to the proposed Settlement, either in writing or orally at the final approval hearing. Objections in writing must be submitted to the Settlement Administrator with copies to the Parties' Counsel, not later than 45 days after the Settlement Administrator mails the Class Notice Packets and must set forth the grounds for the objection and comply with the instructions in the Class Notice. Alternatively, Class Members shall be entitled to be heard at the final approval hearing (whether individually or through separate counsel) to orally object to the Settlement or any aspect

thereof, including Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or the Class Representative Service Payments. A Participating Class Member who does not submit an objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement or any aspect thereof, including Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.

- b. **Disputes as to Workweeks.** Each Class Member shall also have 45 days from the date of mailing the Class Notice Packet in which to dispute the number of workweeks the Class Notice allocates to them during the Class Period. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any such Dispute shall be in writing and sent to the Settlement Administrator in accordance with the Class Notice.
- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than 45 days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by the Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a

Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than 10 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide the Parties with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
4. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement. If a Class Member submits an Election Not to Participate in Settlement, Class Counsel will not solicit, represent, or otherwise encourage that Non-Participating Class Member to participate in separate litigation against Defendant.
 5. **Additional Briefing and Final Approval.**
 - a. Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date the Plaintiff files the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - b. Not later than 16 court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
 - c. If any opposition is filed, then not later than 5 court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses; and Plaintiff and Class Counsel may also file a reply in support of their motions for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
 - d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative

Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.

- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law. The entry of the Judgment shall be pursuant to California Rule of Court 3.769(h) in a form acceptable to the Parties.

- 6. **Waiver of Right to Appeal.** Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
- 7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
- 8. **Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross

Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within fifteen (15) court days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will pay the Settlement Shares to Participating Class Members; the Class Representative Service Payment to Plaintiff; the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment to Class Counsel; the LWDA Payment to the LWDA; and the Settlement Administration Expenses to the Settlement Administrator.

9. **Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected Participating Class Member at his or her correct address obtained by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook. If a Participating Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will also send the affected Participating Class Member a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid to the Rady's Children Hospital Foundation in the name of the Participating Class Member, and the Participating Class Member will remain bound by the Settlement.
10. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. **Release of Claims.**

1. **Participating Class Members.** As of the date the Judgment becomes Final and Defendant funds the Gross Settlement Amount, Defendant and the other Released Parties shall be entitled to a release from the Participating Class Members of any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action, contingent or accrued, which relate to California wage and hour and California Labor Code claims that were alleged in or, based on the facts alleged in the pleadings, could have been alleged in this Action, including but not limited to regular and overtime rate calculations, meal and rest break premiums, waiting time penalties, minimum wages, timely payment of wages, wage statements, reimbursements, unlawful deductions from wages, and derivative or related claims, including but not limited to Private Attorney General Act claims, claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties of any nature

whatsoever, including those, and any other claims or legal theories asserted, or which, based on the facts alleged in the pleadings, could have been asserted in this Action under the California Labor Code, including Labor Code § 2699, the Business & Professions Code (including Section 17200), and California Wage Orders, which occurred during the California Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Periods and PAGA claims outside of the PAGA Period ("Released Class Claims").

2. **Plaintiff.** As of the date the Judgment becomes Final, Plaintiff hereby fully and finally releases Defendant and the other Released Parties from any and all claims, losses, debts, charges, damages, demands, obligations, causes of action, lawsuits, liabilities, breaches of duty, misfeasance, malfeasance, promises, controversies, contracts, judgments, awards, penalties, costs, and expenses of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law, including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising from or related to his or her work with Defendant that occurred during the Class Period ("Plaintiff's Released Claims"). This release excludes only the release of claims not permitted by law.
3. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, the Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that he now knows or believes to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

4. **Class Counsel.** As of the date the Judgment becomes Final, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.

- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Limitation on Public Statements About Settlement.** Plaintiff and Class Counsel represent that they have not and will not issue any press, publications, or other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members. Plaintiff and Class Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the court. Defendant may disclose information regarding the Settlement under its contractual and legal obligations.
- I. **Miscellaneous Terms.**
1. **No Admission of Liability or Class Certification for Other Purposes.**
- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the

Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Plaintiff acknowledges and agrees that neither Defendant nor Defendant's counsel have made any representation regarding the tax consequences of any amounts received by Plaintiff pursuant to this Agreement. Plaintiff understands that he shall be exclusively liable for payment of his portion of federal and/or state taxes, if any, which are required by law to be paid by Plaintiff with respect to this Settlement.

6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
12. **Government Actions Affecting Settlement.** If any administrative proceeding or action is commenced by any federal, state or local governmental authority in a *parens patriae* function (and not in its capacity as a Non-Participating Class Member) asserting claims within the scope of the Action, the Plaintiff and Class Counsel shall intervene in that action at the request of Defendant. Plaintiff and Class Counsel shall intervene to fully support Defendant by asserting that the governmental action is within the scope of this Settlement, the First Amended Complaint, and the Judgment entered herein. Additionally, in the event any action is commenced by a governmental authority as stated in this paragraph, Defendant shall have the option, in its sole discretion, to immediately suspend the distribution of Settlement Shares to Participating Class Members of that jurisdiction pending the outcome of the suit brought by the governmental authority.
13. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

14. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail and providing email notification, addressed as follows:

To Plaintiff and the Class:

Shani O. Zakay
Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, CA 92110
Tel.: (619) 255-9047
Fax: (858) 599-8291
E-Mail: shani@zakaylaw.com

To Defendant:

Sayaka Karitani
Akerman LLP
601 West Fifth Street, Suite 300
Los Angeles, CA 90071
Telephone: (213) 688-9500
E-Mail: sayaka.karitani@akerman.com

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
16. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process from the mediation with Judge Jan M. Adler (Ret.) on November 6, 2020 until the earlier of the Effective Date or the reopening of renewed discovery.
17. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under California Code of Civil Procedure section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

IV. EXECUTION BY PARTIES

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the last date indicated below.

Dated: Feb 6, 2021, 2020

Michael Ashlock

Michael Ashlock

Michael Ashlock (Feb 6, 2021 16:08 PST)

Dated: _____, 2020

Advantis Medical Staffing, LLC

By: _____

IV. EXECUTION BY PARTIES

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the last date indicated below.

Dated: _____, 2020

Michael Ashlock

Dated: __February 1, 2021

Advantis Medical Staffing, LLC

By: Shm Dast

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Ashlock, et al., v. Advantis Medical Staffing, LLC, Case No. 37-2020-0002305-CU-OE-CTL)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you do not like the settlement. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Diego (the “Court”) has been reached between Plaintiff Michael Ashlock (“Plaintiff”) and Defendant Advantis Medical Staffing, LLC (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

all non-exempt employees who are or previously were employed by Defendant Advantis Medical Staffing, LLC in the State of California during the period of June 29, 2016 to November 6, 2020.

The “Class Period” is the period of time running from June 29, 2016 to November 6, 2020.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

- A. On June 29, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Diego. On January 14, 2021 Plaintiff filed a First Amended Complaint. In the First Amended Complaint, which is the operative complaint, Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (i) Violated the Private Attorney General Act, Cal. Labor Code §§ 2689 *et seq.* (“PAGA”).

On November 6, 2020, the Parties participated in an all-day mediation with the Honorable Judge Jan M. Adler (Ret.), a respected jurist and mediator. During the mediation the Parties were able to agree on a settlement of the Action based on the mediator’s proposal, which both parties accepted. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representatives, and the law firms of Zakay Law Group, APC and Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant provided members with all wages owed to them; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Hundred Thirty-Five Thousand Dollars (\$135,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$3,000, for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than \$45,000 (1/3 of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of not more than \$10,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments of up to Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$5,000 relating to Plaintiffs' claim under the Private Attorney General's Act ("PAGA"), \$3,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$1,250 will be distributed to Participating Class Members as part of the Net Settlement Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked for all Participating Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Class Member's workweeks worked that occurred during the Class Period.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. One-third (1/3) of each Settlement Share constitutes wages in the form of back-pay (and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment) and two-thirds (2/3) of each Settlement Share constitutes interest, penalties and other non-wage payments (and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment). Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment, each of the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Claims are defined as any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action, contingent or accrued, which relate to California wage and hour and California Labor Code claims that were alleged in or, based on the facts alleged in the pleadings, could have been alleged in this Action, including but not limited to regular and overtime rate calculations, meal and rest break premiums, waiting time penalties, minimum wages, timely payment of wages, wage statements,

reimbursements, unlawful deductions from wages, and derivative or related claims, including but not limited to Private Attorney General Act claims, claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties of any nature whatsoever, including those, and any other claims or legal theories asserted, or which, based on the facts alleged in the pleadings, could have been asserted in this Action under the California Labor Code, including Labor Code § 2699, the Business & Professions Code (including Section 17200), and California Wage Orders, which occurred during the California Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Periods and PAGA claims outside of the PAGA Period (which is defined as the period from May 7, 2019 to November 6, 2020). Released Parties are defined to include Defendant and any and all of its parents, subsidiaries, affiliates, predecessors, successors, agents, employees, officers, directors, attorneys, and healthcare facility clients.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> work-weeks/work-days worked during the Class Period (June 29, 2016 to November 6, 2020).

Based on this information, your estimated Settlement Share is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____, 2021 [forty-five (45) days after the Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____. (800) _____.

The Court will hold a hearing on _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms.**

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____, 2021. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Ashlock, et al., v. Advantis Medical Staffing, LLC*, Case No. 37-2020-00022305-CU-OE-CTL." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

The address for the Settlement Administrator is _____. Written

requests for exclusion that are postmarked after _____, 2021, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Ashlock, et al., v. Advantis Medical Staffing, LLC, Case No. 37-2020-00022305-CU-OE-CTL*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you must not opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The objections must be delivered or mailed to the Settlement Administrator no later than _____, 2021 with copies to the Parties' counsel. The address for the Settlement Administrator is _____.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5850 Oberlin Drive, Suite 230A
San Diego, CA 92121
Tel: (619) 892-7095
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Class Counsel:

Norman Blumenthal, Esq.
Blumenthal, Nordrehaug & Bhowmik
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223
Email: Norm@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Sarah Kroll-Rosenbaum, Esq.
Sayaka Karitani, Esq.
Akerman LLP
601 West Fifth Street, Suite 300
Los Angeles, CA 90071E-Mail: Sarah.kroll-rosenbaum@akerman.com
sayaka.karitani@akerman.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, at the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101 in Department 65 before Judge Ronald F. Frazier. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Ashlock, et al., v. Advantis Medical Staffing, LLC, Case No. 37-2020-00022305-CU-OE-CTL*, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Zakay Law Group, APC, 3990 Old Town Ave., Suite C204, San Diego, CA 92110.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to Rady's Children Hospital Foundation in accordance with Code of Civil Procedure Section 384 in the name of the Participating Class Member. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
3990 Old Town Ave. Suite C204
San Diego, CA 92110
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
Website: www.zakaylaw.com

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

MICHAEL ASHLOCK, an individual, on)
behalf of himself and on behalf of all persons)
similarly situated,)

Plaintiff,)

v.)

ADVANTIS MEDICAL STAFFING, LLC, a)
Limited Liability Company; and DOES 1-50,)
Inclusive,)

Defendants.)

Case No. 37-2020-00022305-CU-OE-CTL

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:

Hearing Time:

Judge: Hon. Ronald F. Frazier

Dept: 65

Date Filed: June 29, 2020

Trial Date: Not Set

The Motion for Preliminary Approval of Class Action Settlement by Plaintiff Michael Ashlock ("Plaintiff") came on for hearing before this Court, the Honorable Ronald F. Frazier presiding. The Court, having considered the papers submitted in support of the motion,

HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval to the Settlement based on the terms set forth in Class Action Settlement Agreement ("Agreement"). This Order incorporates by

1 reference the definitions in the Agreement, and all terms defined therein shall have the same
2 meaning in this Order as set forth in the Agreement.

3 2. The Settlement provides for Defendant Advantis Medical Staffing, LLC
4 (“Defendant”) to pay the Gross Settlement Amount of One Hundred Thirty-Five Thousand
5 Dollars (\$135,000). The Court preliminarily finds that the Settlement is fair, adequate, and
6 reasonable to the Class, and preliminarily approves the terms of the settlement. This preliminary
7 approval is subject to the objections of Class Members and final review by the Court.

8 3. A Final Approval Hearing shall be held before this Court on _____ at
9 _____ in Department 65 of the Superior Court of the State of California for the
10 County of San Diego, to determine all necessary matters concerning the Settlement, including:
11 whether the proposed settlement of the Action on the terms and conditions provided for in the
12 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
13 an Order Granting Final Approval should be entered; whether the plan of allocation contained in
14 the Settlement should be approved as fair, adequate, and reasonable to the Class Members; and
15 whether to finally approve the PAGA payment, the Class Counsel Fees Payment, the Class
16 Counsel Litigation Expenses Payment, the Class Representative Service Payments to the
17 Plaintiffs, and Settlement Administration Expenses. The motion for final approval and the
18 motion for award of attorneys’ fees and costs shall be filed no later than sixteen (16) court days
19 before the Final Approval Hearing.

20 4. The Court recognizes that Plaintiff and Defendant stipulate and agree to
21 certification of the Class for settlement purposes only. This stipulation will not be deemed
22 admissible in this or any other proceeding should this Settlement not become final. Whether or
23 not the settlement is finally approved, neither the Agreement, nor any document, statement,
24 proceeding or conduct related to the Agreement may be admitted in any proceeding as an
25 admission by Defendant or any of the Released Parties, Plaintiff, or any person within the
26 definition of the Class.

27 5. For settlement purposes only, the Court certifies the following Class: “all non-
28 exempt employees who are or previously were employed by Defendant Advantis Medical

Staffing, LLC in the State of California during the period of June 29, 2016 to November 6, 2020.”

6. The Court preliminarily approves Plaintiff as the representative of the Class. The Court preliminarily approves Zakay Law Group, APC, and Blumenthal Nordrehaug Bhowmik De Blouw LLP as counsel for the Class (“Class Counsel”).

7. The Agreement specifies for an attorneys’ fees award not to exceed one-third (1/3) of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$10,000, proposed Class Representative Service Payment to Plaintiff in an amount not to exceed \$7,500, and proposed PAGA payment to the LWDA in an amount not to exceed \$5,000 (75% of which shall be payable to the State of California, and 25% of which shall be payable to the Class). While these awards appear to be within the range of reasonableness, the Court will not approve the amount of attorneys’ fees and costs until the Final Approval Hearing. Similarly, the Court will not decide the amount of any Class Representative Service Payment until the Final Approval Hearing. Plaintiff will be required to present evidence supporting these requests, including lodestar, prior to final approval.

8. The Court hereby approves, as to form and content, the Class Notice attached as Exhibit A to the Agreement. The Court finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

9. The Court hereby approves on a preliminary basis the Gross Settlement Amount as provided for in the Agreement. It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution

1 of the Actions. It further appears that the Settlement has been reached as the result of intensive,
2 serious and non-collusive, arms-length negotiations before an experienced mediator.

3 10. The Court hereby appoints Simpluris as Settlement Administrator. Within 14
4 days of this Order, Defendant will provide to the Settlement Administrator an electronic database
5 containing each Class Member's Class Data. No later than 14 days after receiving the Class
6 Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via
7 first-class regular U.S. Mail to their last known address.

8 11. Any Class Member may choose to opt out of and be excluded from the Class as
9 provided in the Class Notice by following the instructions for requesting exclusion from the
10 Class that are set forth in the Class Notice. All requests for exclusion must be submitted within
11 forty-five (45) days from the date the Class Notice is first mailed. Any such person who chooses
12 to opt out of and be excluded from the Class will not be entitled to any recovery under the
13 Settlement and will not be bound by the Settlement or have any right to object, appeal, or
14 comment thereon. Any written request to opt out must comply with the instructions in the Class
15 Notice and be signed by each such person opting out. Class Members who have not validly
16 requested exclusion shall be bound by all determinations of the Court, the Agreement, and the
17 Judgment.

18 12. Any Class Member who has not opted out may appear at the final approval
19 hearing and may object or express their views regarding the Settlement, and may present
20 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
21 and determined by the Court as provided in the Class Notice. Class Members will have forty-
22 five (45) days from the date the Class Notices are mailed to postmark their written objections to
23 the Settlement Administrator. Class Members who fail to timely submit objections in the
24 manner specified above shall be deemed to have waived any objections and shall be foreclosed
25 from making any written objection (whether by appeal or otherwise) to the Settlement. Class
26 Members who fail to timely submit a written objection may still appear at the Final Approval
27 Hearing to object orally in person.
28

1 13. The Settlement is not a concession or admission, and shall not be used against
2 Defendant as an admission or indication with respect to any claim of any fault or omission by
3 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
4 document, statement, proceeding or conduct related to the Settlement, nor any reports or
5 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received
6 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited
7 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
8 fault, wrongdoing, omission, concession, or damage.

9 14. In the event the Settlement does not become effective in accordance with the
10 terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or
11 fails to become effective for any reason, this Order shall be rendered null and void and shall be
12 vacated, and the Parties shall revert to their respective positions as of before entering into the
13 Agreement.

14 15. The Court reserves the right to adjourn or continue the date of the final approval
15 hearing and all dates provided for in the Agreement without further notice to Class Members,
16 and retains jurisdiction to consider all further applications arising out of or connected with the
17 proposed Settlement.

18 **IT IS SO ORDERED.**

19
20 Dated: _____

HON. RONALD F. FRAZIER
JUDGE, SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SAN DIEGO

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

MICAHIEL ASHLOCK, an individual, on	)	Case No. 37-2020-00022305-CU-OE-CTL
behalf of himself and on behalf of all persons	)	
similarly situated,	)	
	)	[PROPOSED] FINAL
Plaintiff,	)	APPROVAL ORDER
v.	)	
	)	Hearing Date:
ADVANTIS MEDICAL STAFFING, LLC, a	)	Hearing Time:
Limited Liability Company; and DOES 1-50,	)	
Inclusive,	)	Judge: Hon. Ronald F. Frazier
	)	Dept: 65
Defendants.	)	
	)	Date Filed: June 29, 2020
	)	Trial Date: Not Set

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and motion for an award of attorneys' fees, costs and service awards duly came on for hearing on _____, before the above-entitled Court. Zakay Law Group, APC appeared on behalf of Plaintiff Michael Ashlock ("Plaintiff"). Akerman LLP appeared on behalf of Defendant Advantis Medical Staffing, LLC ("Defendant").

I.
FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2020-00022305-CU-OE-CTL, entitled *Ashlock, et al., v. Advantis Medical Staffing, LLC et al.*, and over all Parties to this litigation, including the Class.

Preliminary Approval of the Settlement

3. On _____, the Court granted preliminary approval of a class-wide settlement. At this same time the court approved certification of a provisional settlement class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class.

Notice to the Class

4. In compliance with the Preliminary Approval Order, Class Notice was mailed by first class mail to the Class Members at their last known addresses on _____. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the members of the Class. The Court finds that the Class Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

5. The deadline for opting out or objecting was _____. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. ____ Class Members objected. ____ Class Members requested exclusion.

1 **Fairness Of The Settlement**

2 6. The Agreement provides for a Gross Settlement Amount of \$135,000. The
3 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
4 Cal.App.4th 1794, 1801.)

5 a. The settlement was reached through arms-length bargaining between
6 the parties. There is no evidence of any collusion between the parties in reaching the proposed
7 settlement.

8 b. The Parties' investigation and discovery have been sufficient to
9 allow the Court and counsel to act intelligently.

10 c. Counsel for both parties are experienced in similar employment
11 class action litigation and have previously settled similar class claims on behalf of employees
12 claiming compensation. All counsel recommended approval of the Settlement.

13 d. The percentage of objectors and requests for exclusion is small.
14 _____ objections were received. _____ requests for exclusion were received.

15 e. The participation rate is high. _____ Class Members will
16 be participating in the Settlement and will be sent settlement payments.

17 7. The consideration to be given to the Class under the terms of the Agreement
18 is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in
19 this Action and is fair, reasonable and adequate compensation for the dismissal release of the
20 Released Class Claims, given the uncertainties and risks of the litigation and the delays which
21 would ensue from continued prosecution of the Action.

22 8. The Agreement is finally approved as fair, adequate and reasonable and in
23 the best interests of the Class Members.

24 **Attorneys' Fees and Litigation Expenses**

25 9. The Agreement provides for an award of up to 1/3 of the Gross Settlement
26 Amount to Class Counsel as the Class Counsel Fees Payment in this Action, subject to the Court's
27 approval. The Agreement also provides for an award of their actual litigation expenses incurred
28 in an amount not to exceed \$10,000 as the Class Counsel Litigation Expenses Payment. Class

1 Counsel requests an award of \$ _____ as reimbursement for litigation expenses, and
2 \$ _____ for attorneys' fees.

3 10. An award of \$ _____ for the Class Counsel Fees Payment and
4 \$ _____ for the Class Counsel Litigation Expenses Payment is reasonable in light of the
5 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
6 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common
7 fund, which is reasonable and at the low end of the range for fee awards in common fund cases,
8 and is supported by Class Counsel's lodestar.

9 **Class Representative Service Payments**

10 11. The Agreement provides for a service award of up to \$7,500 for Plaintiff as
11 the Class Representative Service Payment, subject to the Court's approval. The Court finds that
12 the amount of \$ _____ is reasonable in light of the risks and burdens undertaken by the
13 Plaintiff in this class action litigation.

14 **Settlement Administration Expenses**

15 12. The Agreement provides for Settlement Administration Expenses to be paid
16 in an amount not to exceed \$ _____. The Declaration of the Settlement Administrator provides
17 that the actual claims administration expenses were \$ _____. The amount of this
18 payment is reasonable in light of the work performed by the Settlement Administrator.

19
20 **II.**

21 **ORDERS**

22 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,
23 ADJUDGED AND DECREED:

24 1. The Class is certified for the purposes of settlement only. The Class is
25 hereby defined to include:

26 all non-exempt employees who are or previously were employed by Defendant
27 Advantis Medical Staffing, LLC in the State of California during the period of June
28 29, 2016 to November 6, 2020.

2. Excluded from the Class are those ____ individuals
(_____) who submitted a valid and timely request for exclusion. Every person
in the Class who did not opt out is a Participating Class Member.

3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
this Order and the terms of the Agreement.

4. Class Counsel are awarded attorneys' fees in the amount of
\$_____ and litigation expenses in the amount of \$_____. Class Counsel shall
not seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or
members of the Class.

5. The payment of service award to the Plaintiff in the amount of
\$_____ is approved.

6. The payment of \$_____ to the Settlement Administrator for
Settlement Administration Expenses is approved.

7. The PAGA Payment of \$_____ is approved.

8. Final Judgment is hereby entered in this action. The Final Judgment shall
bind each Participating Class Member. The Final Judgment shall operate as a full release and
discharge of Defendant and any and all of its parents, subsidiaries, affiliates, predecessors,
successors, agents, employees, officers, directors, attorneys, and healthcare facility clients
("Released Parties") from any and all claims, debts, liabilities, demands, obligations, guarantees,
costs, expenses, attorneys' fees, damages, or causes of action, contingent or accrued, which relate
to California wage and hour and California Labor Code claims that were alleged in or, based on
the facts alleged in the pleadings, could have been alleged in this Action, including but not limited
to regular and overtime rate calculations, meal and rest break premiums, waiting time penalties,
minimum wages, timely payment of wages, wage statements, reimbursements, unlawful
deductions from wages, and derivative or related claims, including but not limited to Private
Attorney General Act claims, claims for restitution and other equitable relief, liquidated damages,
punitive damages, or penalties of any nature whatsoever, including those, and any other claims or

1 legal theories asserted, or which, based on the facts alleged in the pleadings, could have been
2 asserted in this Action under the California Labor Code, including Labor Code § 2699, the
3 Business & Professions Code (including Section 17200), and California Wage Orders, which
4 occurred during the California Class Period, and expressly excluding all other claims, including
5 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
6 security, workers' compensation, and class claims outside of the Class Periods and PAGA claims
7 outside of the PAGA Period ("Released Class Claims").

8 9. In addition to the release given by each Participating Class Member,
9 Plaintiff also generally releases the Released Parties from any and all of the Plaintiff's Released
10 Claims as defined in the Agreement. This general release by Plaintiff also includes a waiver of
11 rights under California Civil Code Section 1542.

12 10. The Agreement is not an admission by Defendant or any of the other
13 Released Parties, nor is this Final Approval Order and Judgment a finding, of the validity of any
14 claims in the Action or of any wrongdoing by Defendant or any of the other Released Parties.
15 Neither this Final Approval Order, the Agreement, nor any document referred to herein, nor any
16 action taken to carry out the Settlement is, may be construed as, or may be used as an admission
17 by or against Defendant or any of the other Released Parties of any fault, wrongdoing or liability
18 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
19 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
20 admission or concession with regard to the denials or defenses by Defendant or any of the other
21 Released Parties and shall not be offered in evidence in any action or proceeding against
22 Defendants or any of the Released Parties in any court, administrative agency or other tribunal for
23 any purpose as an admission whatsoever other than to enforce the provisions of this Final
24 Approval Order and Judgment, the Agreement, or any related agreement or release.
25 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
26 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
27 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
28

1 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
2 claims being released by the Settlement.

3 11. Notice of entry of this Final Approval Order and Judgment shall be given to
4 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
5 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
6 Final Approval Order and Judgment shall be posted on Class Counsel's website as indicated in the
7 Class Notice.

8 12. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
9 interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a
10 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
11 connection with the distribution of settlement benefits.

12 11. If the Settlement does not become final and effective in accordance with the
13 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
14 Defendant consistent with the terms of the Settlement, then this Final Approval Order and
15 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
16 be vacated.

17
18 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
19 **ENTERED ACCORDINGLY.**

20 DATED: _____, 2021
21
22

23 _____
24 Hon. Ronald F. Frazier
25 Judge, Superior Court for the State of California,
26 County of San Diego
27
28