

## CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Erica Harvitt on behalf of herself and others similarly situated as well as individually (“Plaintiff”) and Defendant Jackson Therapy Partners, LLC (“Defendant”). Plaintiff and Defendant are together 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 *Erica Harvitt v. Jackson Therapy Partners, LLC*, Case Number C19-02080 pending in Superior Court of the State of California for the County of Contra Costa.
- B. “Aggrieved Employees” means all non-exempt hourly healthcare professionals employed by Defendant to work one or more assignments in California at any time from December 14, 2019 through the date the Court enters an order granting preliminary approval of this settlement who worked one or more workweeks in which they were paid overtime and received a meal & incidental per diem, housing allowance, and/or a monetary bonus other than a referral bonus.
- C. “Class” means all non-exempt hourly healthcare professionals employed by Defendant to work one or more assignments in California at any time from October 5, 2015 through the date the Court enters an order granting preliminary approval of this settlement who worked one or more workweeks in which they were paid overtime and received a meal & incidental per diem, housing allowance, and/or a monetary bonus other than a referral bonus.
- D. “Class Counsel” means Matthew B. Hayes and Kye D. Pawlenko of Hayes Pawlenko LLP.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts awarded to Class Counsel by the Court to compensate them for, respectively, their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action and all related litigation activities, all Settlement work, and all post-Settlement compliance procedures and related litigation expenses billed to Plaintiff in connection with the Action.
- F. “Class Data” means, for each Class Member, his or her name, last-known mailing address, Social Security number, and the number of overtime hours that he or she worked for Defendant during the Class Period in California.
- G. “Class Member” is a member of the Class.

- H. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.
- I. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator appearing as set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- J. “Class Period” means the period of time from October 5, 2015 through the date the Court enters an order granting preliminary approval of this settlement.
- K. “Class Representative Service Payment” means the service payment made to Plaintiff in her capacity as the Class Representative in order to compensate her for initiating the Action, performing work in support of the Action, and for the general release of all claims by Plaintiff.
- L. “Court” means the Superior Court of the State of California for the County of Contra Costa.
- M. “Defendant’s Counsel” means Kenneth D. Sulzer and Matthew Scholl of Constangy, Brooks, Smith & Prophete, 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 Class Settlement” means the written request by a Class Member to exclude himself or herself as a Class Member submitted in accordance with the instructions in the Class Notice.
- P. “Final” means the last of the following dates, as applicable:
1. 61 days following final approval of the Settlement if the date or time to appeal, seek permission to appeal, or seek other judicial review of Final Approval/the Entry of Judgment approving the Settlement has expired with no appeal having been taken or other judicial review having been sought; or
  2. If an appeal has been taken or other judicial review has been sought within 60 days of final approval of the Settlement, the date all objections or appeals are withdrawn, the Final Approval/Entry of Judgment is finally affirmed or other judicial review therefrom, or the date the appeal(s) or other judicial

review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review.

- Q. “Final Approval” means the date on which the Court enters a final order and judgment approving the settlement.
- R. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to enter an order granting final approval of this Settlement and implement the terms of this Agreement.
- S. “Gross Settlement Amount” means Two Hundred Fifty Thousand Dollars (\$250,000) to be paid by Defendant as provided by this Agreement. The Gross Settlement Amount is inclusive of all payments to be made in settlement of this Action including all payments of Class Settlement Shares to the Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the PAGA Payment, but excluding any employer payroll taxes, if any, due on the portion of the Class Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is all in with no reversion to Defendant and shall be paid without the need to submit a claim form.
- T. “Judgment” means the Order Granting Final Approval to Class Action Settlement entered by the Court.
- U. “LWDA PAGA Payment” means the seventy-five percent (75%) portion of the PAGA Payment to be distributed to the California Labor & Workforce Development Agency.
- V. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the PAGA Payment.
- W. “Net PAGA Settlement Amount” means the twenty-five percent (25%) portion of the PAGA Payment to be distributed to Aggrieved Employees.
- X. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Class Settlement.
- Y. “PAGA Data” means, for each Aggrieved Employee, his or her name, last-known mailing address, Social Security number, and the number of overtime hours that he or she worked for Defendant during the PAGA Period in California.

- Z. “PAGA Payment” means the \$10,000 payment from the Gross Settlement Amount to resolve the claims in the action for civil penalties under the Labor Code Private Attorney General Act (Cal. Labor Code § 2698 et seq.), seventy-five percent (75%) of which (i.e., \$7,500) shall be payable to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (i.e. \$2,500) shall be distributed to Aggrieved Employees as the Net PAGA Settlement Amount.
- AA. “PAGA Period” means the period of time from December 14, 2019 through the date the Court enters an order granting preliminary approval of this settlement.
- BB. “PAGA Settlement Share” means each Aggrieved Employee’s share of the Net PAGA Settlement Amount as provided by this Agreement.
- CC. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Class Settlement.
- DD. “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement without material change.
- EE. “Released Parties” means Defendant Jackson Therapy Partners, LLC and each of its past, present, or future subsidiaries, divisions, affiliates, predecessors, successors, and assigns, officers, directors, agents, employees, advisors, insurers, attorneys, executors, administrators, servants, owners, shareholders, bondholders, partners, and any parent or related organizations, successors in interest, and/or representatives.
- FF. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- GG. “Settlement Administrator” means ILYM Group, Inc. or any other administrator appointed by the Court to administer the Settlement.
- HH. “Class Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

## **II. RECITALS**

- A. On October 4, 2019, plaintiff Erica Harvitt filed a Complaint against defendant Jackson Therapy Partners in the Superior Court of the State of California for the County of Contra Costa. Plaintiff asserted claims that Defendant:
1. Failed to pay overtime wages in violation of California Labor Code §§ 510 and 1194;

2. Violated the California Business and Professions Code § 17200 *et seq.*; and,
  3. Failed to timely provide wages due in violation of California Labor Code § 203.
- B. On or around December 1, 2020, as a result of arms-length negotiations, the Parties agreed to resolve this Action for \$250,000. Following further negotiations regarding the parameters of the settlement, the Parties reached a mutually agreeable Memorandum of Understanding, which was executed by Plaintiff and Defendant on December 11, 2020 and December 14, 2020, respectively. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- C. Per the Memorandum of Understanding, on February 25, 2021, Plaintiff filed a First Amended Complaint adding a claim under the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”).
- 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.

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 Two Hundred Fifty Thousand Dollars (\$250,000). This amount is all-inclusive of all payments contemplated in this resolution, exclusive of any applicable employer-side payroll taxes which shall remain the sole responsibility of Defendant and shall not be paid from the Gross Settlement Amount. 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 her Class Settlement Share, Plaintiff will apply to the Court for services awards of not more than two thousand five hundred dollars (\$2,500) as her Class Representative Service Payment. Defendant will not oppose a Class Representative Service Payment of no more than \$2,500. 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 \$2,500, 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-MISC will be issued to Plaintiff with respect to the payment.
2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than eighty-three thousand three hundred thirty three dollars (\$83,333) (i.e., one-third of the Gross Settlement Amount) as their Class Counsel Fees Payment and an amount not more than fifteen thousand dollars (\$15,000) 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. The Settlement Administrator will pay the amounts approved by the Court (but not more than \$83,333 and \$15,000, 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 \$83,333 or \$15,000, respectively, 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 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.
3. **PAGA Payment to LWDA.** The Parties will seek approval from the Court for the PAGA Payment of \$10,000 out of the Gross Settlement Amount, which shall be allocated seventy-five percent (\$7,500) to the LWDA PAGA Payment and twenty-five percent (\$2,500) to the PAGA Net Settlement Amount for distribution to the Aggrieved Employees.
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 \$12,000 ("Settlement Administration Expenses"). To the extent the fees and expenses that are documented and approved by the Court are

less than \$12,000 the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments to Participating Class Members.** The Net Settlement Amount shall be distributed among the Participating Class Members as follows:

1. **Class Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Class 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 Class Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of overtime hours worked by all Participating Class Members during the Class Period to determine the value of each overtime hour and (b) multiplying the result by each individual Participating Class Member's total number of overtime hours worked during the Class Period.
3. **Withholding.**
  - a. 33 ⅓% of each Participating Class Member's Class 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.
  - b. 66 ⅔% of each Participating Class Member's Class Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (together, "the Non-Wage Portion"). The Non-Wage Portion subject is not subject to wage withholdings and shall be reported on IRS Form 1099-MISC.
4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Class Settlement Share, and their election not to participate will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Class 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 Class Settlement Shares.

D. **Payments to Aggrieved Employees.** The Net PAGA Settlement Amount shall be distributed among the Aggrieved Employees as follows:

1. **PAGA Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a PAGA Settlement

Share from the Net PAGA Settlement Amount to each Aggrieved Employee. The submission of a claim form is not required to be paid.

2. **Calculation.** The PAGA Settlement Share for each Aggrieved Employee will be calculated by (a) dividing the Net PAGA Settlement Amount by the total number of overtime hours worked by all Aggrieved Employees worked during the PAGA Period to determine the value of each overtime hour and (b) multiplying the result by each individual Aggrieved Employee's total number of overtime hours worked during the PAGA Period.
3. **Withholding.** 100% of the PAGA Settlement Shares is in settlement of claims for penalties allegedly due to employees. No portion of the PAGA Settlement Shares are subject to wage withholdings and shall be reported on IRS Form 1099-MISC.
4. **Participation of Aggrieved Employees.** Aggrieved Employees will have no right opt-out of the portion of this Settlement allocated to resolution of the PAGA claim. All Aggrieved Employees will automatically receive their PAGA Settlement Share, regardless of whether they submit a valid and timely Election Not to Participate in Class Settlement.

- E. **Appointment of Settlement Administrator.** The Parties have mutually agreed to ask the Court to appoint ILYM Group, Inc. 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 on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; 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 Class Settlement Shares and PAGA 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 final authority to resolve all disputes concerning the calculation of a Participating Class Member's Class Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administrator's reasonable fees and 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.

**F. 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, or other documents necessary to implement the Settlement will be referred to the Court.
- 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 Conditional Certification of Class and Preliminary Approval of Settlement; Approving Class Notice; Appointing Settlement Administrator; and Scheduling Final Approval Hearing.
- c. Should the Court decline to preliminarily approve all material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members and Aggrieved Employees or the binding effect of the Settlement on Participating Class Members and Aggrieved Employees), the Parties will work in good faith to revise the Settlement or supporting papers to effectuate Preliminary Approval. If the Parties are unable to revise the Settlement in order to effectuate Preliminary Approval, this Settlement will at either party's option be null and void and the Parties will have no further obligations hereunder.

2. **Notice to Class Members.** After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with 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 Class) as follows:

- a. No later than 15 calendar days after the Court enters its order granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an Excel file with each Class Member's Class Data and each Aggrieved Employee's PAGA Data. If any or all of the Class Data or PAGA 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 or PAGA Data prior to when it must be submitted to the Settlement Administrator. The Class Data and PAGA Data, their contents and any files containing Class Data and PAGA Data shall remain strictly confidential for the Settlement Administrator's eyes only, and shall not to be disclosed to Plaintiff or to Class Counsel. The Settlement Administrator shall agree to keep the Class Data and PAGA Data and its contents strictly confidential.
- b. Using best efforts to mail it as soon as possible, and in no event later than 15 days after receiving the Class Data and PAGA 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 that 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 skiptracing address searches for all mail returned without a forwarding address; 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 Plaintiff files her 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; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and Class Members may also submit Elections Not to Participate in Settlement pursuant to the following procedures:
- a. **Objections to Settlement and Disputes as to Overtime Hours.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement must submit to the Settlement Administrator, not later than 45 days after the Settlement Administrator mails the Class Notice Packets, written objections to the Settlement setting forth the grounds for the objection. The Settlement Administrator will forward all written objections received to the Parties' Counsel who will file the objections along with any response thereto at the time of filing the motion for final approval of the Settlement.

Each Class Member shall also have 45 days from the date of mailing the Class Notice Packet in which to dispute the number of overtime hours the Class Notice allocates to them during the Class Period. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any Notice of Dispute shall be directed to the Settlement Administrator.
  - b. **Election Not to Participate in Class Settlement.** The Class Notice also will provide that Class Members who do not wish to participate in the class portion of 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 Class Settlement. To be valid, an Election Not to Participate in Class Settlement 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 Class 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 portions of the Settlement or Judgment pertaining to class claims. 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 Class 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 Class 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 will receive a Class 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.

Aggrieved Employees will have no right opt-out of the portion of this Settlement allocated to resolution of the PAGA claim and will be bound by all terms of the PAGA Release. All Aggrieved Employees will automatically receive their PAGA Settlement Share, regardless of whether they submit a valid and timely Election Not to Participate in Class Settlement.

- c. **Report.** Not later than 10 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

4. **Right of Defendant to Reject Settlement.** If more than ten percent (10%) of the Class Members, who have not separately settled their claims with Defendant, timely submit valid Elections Not to Participate in Class Settlement, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that Defendant exercises its right to void the Settlement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void not later than seven (7) days after the Settlement Administrator notifies the Parties of the total number of valid Elections Not to Participate in Settlement it has received and the aggregate portion of the Net Settlement Amount those individuals were scheduled to receive.
5. **No Solicitation of Objection or Election Not to Participate.** 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.
6. **Additional Briefing and Final Approval.**
  - a. Not later than twenty-eight (28) days before the Final Approval Hearing, Plaintiff will file with the Court a motion for final approval of the Settlement, and an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment.
  - b. If any opposition is filed, then not later than seven (7) days before the Final Approval Hearing, both Parties may file a reply in support of the motion; 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.
  - c. 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 settlement at either Party's option will be null and void and the Parties will have no further obligations under the Settlement, including any obligation by

Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement, except that the Party voiding the settlement will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement becomes null and void under this paragraph. 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.

- d. 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. 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.

- 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 or the Aggrieved Employees), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing Court, and the Court not later than fourteen (14) 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 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 Class Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money

with the Settlement Administrator. If no objection to the Settlement is made, Defendant shall fund the Gross Settlement Amount within four (4) days of the Effective Date (i.e. 65 days after the Court enters an order granting final approval of the Settlement). If an objection to the Settlement is made but no appeal is filed, then Defendant shall fund the Gross Settlement Amount within thirty-five (35) days of the running of the appeal period. If an appeal is filed, Defendant shall fund the Gross Settlement Amount within thirty-five (35) days of the date the Judgment is final and no longer subject to appeal. The payment of all Class Settlement Shares, the Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the LWDA Payment shall be made within fifteen (15) days after funding by Defendant.

9. **Uncashed Class Settlement Share Checks.** Participating Class Members and Aggrieved Employees must cash their Class Settlement Share and PAGA Settlement Share checks within 180 days after it is mailed. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member or Aggrieved Employee at his or her correct address. If the check remains uncashed by the expiration of the 180 day period after this notice, the funds from such uncashed checks will be paid to the State of California Controller Unclaimed Property Fund (“UPF”).
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 a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

G. **Release of Claims.**

1. **Participating Class Members.** Upon entry of final judgment, Plaintiff and the Participating Class Members shall release through the end of the Class Period any and all claims that were pled in the First Amended Complaint or that could have been pled based on the facts alleged in the First Amended Complaint, including, without limitation, all individual claims for unpaid wages, statutory penalties, civil penalties, or other forms of relief, based on the failure to include per diems, housing allowances, and/or bonuses in the regular rate.
2. **Aggrieved Employees.** Upon entry of final judgment, Plaintiff and the Aggrieved Employees shall release through the end of the PAGA Period

any and all claims for civil penalties under the California Labor Code Private Attorney General Act (PAGA) that were pled in the First Amended Complaint or that could have been pled based on the facts alleged in the First Amended Complaint, including, without limitation, all PAGA penalties based on the failure to include per diems, allowances, and/or bonuses in the regular rate or any violation of Labor Code sections 201, 202, 203, 510, or 1194.

3. **Plaintiff.** As of the date the Settlement becomes Final, Plaintiff hereby fully and finally releases Defendant and the other Released Parties from any and all claims, demands, rights, liabilities and causes of action 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 their employment with Defendant or the termination thereof during the Class Period (“Plaintiff’s Released Claims”). This release excludes only the release of claims not permitted by law.
4. **Plaintiff’s Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, 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 she now knows or believes to be true with respect to the subject matter of Plaintiff’s Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff’s Released Claims, Plaintiff expressly waive 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.**
5. **Class Counsel.** As of the date the Settlement becomes Final, and except as otherwise provided by this Agreement, 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.

- H. **No Effect on Other Benefits.** The Class Settlement Shares and PAGA Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement, and Plaintiff, Participating Class Members, and Aggrieved Employees 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.
- I. **Limitation on Public Statements About the Settlement.** No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiff or her counsel at any time, unless so ordered by the Court. Nothing herein shall prevent Plaintiff's counsel from responding to inquiries from Class Members after Preliminary Approval. For its part, Defendant agrees that it shall not discourage Class Members from participating in the settlement and shall refer any questions to the Settlement Administrator.
- J. **Miscellaneous Terms.**
1. **No Admission of Liability or Class Certification for Other Purposes.**
    - a. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in this 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 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 the Settlement).
    - 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 Defendant or any other beneficiary of the releases granted under this Agreement (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. No injunctive or declaratory relief, nor any equitable relief beyond what could be characterized as restitution of claimed unpaid wages will be ordered by the court against Defendant in Final Approval of the Settlement, which will otherwise be grounds for Defendant rescinding and terminating the Settlement.
- d. 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 to enforce any or all terms of this Agreement or in defense of any claims released or barred by this Agreement.

2. **Effect of Agreement if Settlement Is Not Approved.** This Agreement was entered into only for the purpose of settlement. In the event either Party invokes its rights to void the Settlement as set forth in this Agreement, this Agreement and the Memorandum of Understanding (“MOU”) that preceded it will be deemed null and void *ab initio*. In that event (a) the preliminary approval order, and/or final approval order and judgment, and all of its or their provisions will be vacated by its or their own terms, including, but not limited to, vacating conditional certification of the Class, conditional appointment of Plaintiff as class representative and conditional appointment of Plaintiff’s counsel as class counsel, (b) the Action will revert to the status that existed before the MOU’s execution date, and (c) no term or draft of this Agreement or the MOU, or any part of the Parties’ settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve this Agreement or enter the final approval order and judgment for any reason, or if the Court’s approval of the Agreement does not become “final” for any reason, Defendant shall retain all rights to object to the maintenance of the Action as a class and representative action, and nothing in the MOU or this Agreement or other papers or proceedings related to those documents shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class and representative action.

3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, 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.

4. **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 Court for resolution.
5. **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.
6. **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.
7. **Modification of Agreement.** 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.
8. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the substantive laws of the State of California and procedural laws of the United States of America, without giving effect to any conflict of law principles or choice of law principles.

10. **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.
11. **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.
12. **Use and Return of Documents and Data.** All originals, copies, and summaries of any documents and data provided to Class Counsel confidentially by Defendant in connection with 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 all confidential documents and data and, upon written request by Defendant's counsel, confirm in writing to Defendant the destruction of all such documents and data.
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, addressed as follows:

*To Plaintiff and the Class:*

Matthew B. Hayes  
Kye D. Pawlenko  
1414 Fair Oaks Avenue, Unit 2B  
South Pasadena, CA 91030  
Telephone: (626) 808-4357  
Fax: (626) 921-4932  
E-Mail: [mhayes@helpcounsel.com](mailto:mhayes@helpcounsel.com)  
[kpawlenko@helpcounsel.com](mailto:kpawlenko@helpcounsel.com)

*To Defendant:*

Kenneth D. Sulzer

Matthew Scholl  
Constangy, Brooks, Smith & Prophete, LLP  
2029 Century Park East, Suite 1100  
Los Angeles, CA 90067  
Tel.: (310) 909-7775  
Fax: (424) 276-7410  
E-Mail: [ksulzer@constangy.com](mailto:ksulzer@constangy.com)  
[mscholl@constangy.com](mailto:mscholl@constangy.com)

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, email, or electronic signature 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. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over this Action to ensure the continuing implementation of this Agreement.
17. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement by the Parties hereto the continuing litigation of the Action shall be stayed for all purposes pending the outcome of the settlement process.

#### IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 3/17/ 2021

Erica Harvitt

  
\_\_\_\_\_  
erica harvitt (Mar 17, 2021 22:44 EDT)

Dated: \_\_\_\_\_ 2021

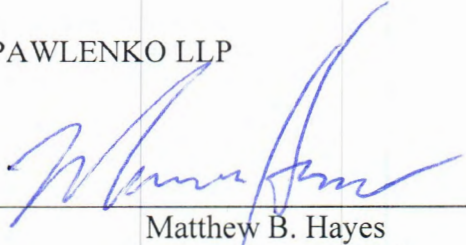
Jackson Therapy Partners, LLC

By: \_\_\_\_\_

Dated: 3/18 2021

HAYES PAWLENKO LLP

By: \_\_\_\_\_

  
Matthew B. Hayes  
Attorneys for Plaintiff

Dated: \_\_\_\_\_ 2021

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

By: \_\_\_\_\_

Kenneth D. Sulzer  
Attorneys for Defendant

Dated: 3/22 2021

Jackson Therapy Partners, LLC

By:   
\_\_\_\_\_

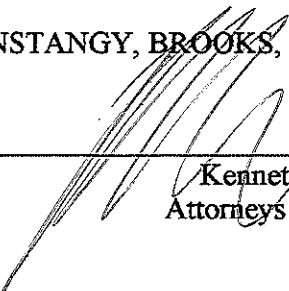
Dated: \_\_\_\_\_ 2021

HAYES PAWLENKO LLP

By: \_\_\_\_\_  
Matthew B. Hayes  
Attorneys for Plaintiff

Dated: 3/22 2021

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

By:   
\_\_\_\_\_ Kenneth D. Sulzer  
Attorneys for Defendant

**EXHIBIT A**

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

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF CONTRA COSTA***Erica Harvitt v. Jackson Therapy Partners, LLC., Case No. C19-02080*

*A court has authorized this notice. This is not a solicitation.  
 This is not a lawsuit against you and you are not being sued.  
 Your legal rights are affected whether you act or do not act.*

**NOTICE OF CLASS ACTION SETTLEMENT**

To: All non-exempt hourly healthcare professionals employed by Jackson Therapy Partners, LLC to work one or more assignments in California at any time from October 5, 2015 through \_\_\_\_\_, who worked one or more workweeks in which they were paid overtime and received a meal & incidental per diem, housing allowance, and/or a monetary bonus other than a referral bonus (hereafter “the Class”).

**CLASS MEMBERS MAY BE ELIGIBLE TO RECEIVE A PAYMENT FROM THE CLASS ACTION SETTLEMENT DESCRIBED IN THIS NOTICE.**

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b> |                                                                                                                                                                                   |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>DO NOTHING</b>                                       | You will automatically receive a settlement payment based on the calculations set forth in this Notice after the Court grants final approval of the settlement.                   |
| <b>EXCLUDE YOURSELF FROM THE CLASS BY _____, 2021</b>   | You may exclude yourself (opt out) of the Class. If you timely exclude yourself, you will <b>not</b> receive a payment for, or release any of, the Class Claims described herein. |
| <b>OBJECT BY _____, 2021</b>                            | Write to the Claims Administrator if you think the settlement is not fair.                                                                                                        |
| <b>GO TO A HEARING ON _____, 2021</b>                   | Ask to speak in Court about the settlement at the final approval/fairness hearing.                                                                                                |

**THESE RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**

## **WHY AM I RECEIVING THIS NOTICE?**

You received this notice because the records of Jackson Therapy Partners, LLC (“JTP”) identify you as a member of the Class who will be affected by a proposed class action settlement. The purpose of this notice is to explain the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of the State of California for the County of Contra Costa, Case C19-02080 (hereafter, “the Lawsuit”).

On \_\_\_\_\_, 2021, the Court entered an order granting preliminary approval of a proposed settlement and directing that this Notice be sent to class members because they have a right to know about the proposed settlement, and about all of their options, before the Court decides whether to grant final approval of the proposed settlement.

## **WHO IS INCLUDED IN THE SETTLEMENT?**

The settlement includes anyone who is a member of the following Class that has been certified for settlement purposes only:

All non-exempt hourly healthcare professionals employed by Jackson Therapy Partners, LLC to work one or more assignments in California at any time from October 5, 2015 through \_\_\_\_\_, who worked one or more workweeks in which they were paid overtime and received a meal & incidental per diem, housing allowance, and/or a monetary bonus other than a referral bonus.

JTP’s records identify you as one of the individuals who falls within this class definition.

## **WHAT IS THIS LAWSUIT ABOUT?**

The Lawsuit is brought against JTP by a therapist named Erica Harvitt (“Plaintiff”), who was formerly employed by JTP as a healthcare professionals to work one or more assignments in California. Plaintiff alleges that JTP violated California law by excluding the value of per diem benefits and bonuses from the calculation of overtime rates of pay and missed meal and rest break premiums. The Lawsuit includes claims for (1) unpaid overtime wages under California Labor Code sections 510 and 1194; (2) unfair business practices under California Business & Professions Code section 17200, et seq., (3) waiting time penalties under California Labor Code section 203; and (4) civil penalties under the Private Attorneys General Act of 2004 (“PAGA”).

JTP denies all allegations in the Lawsuit and contends that it fully complied with the California Labor Code and all other applicable laws.

## WHO ARE THE ATTORNEYS FOR THE PARTIES?

### Counsel for Plaintiff and the Class (Class Counsel)

HAYES PAWLENKO LLP  
Matthew B. Hayes  
Kye D. Pawlenko  
1414 Fair Oaks Ave., Unit 2B  
South Pasadena, CA 91030  
Tel: 626.808.4357  
Fax: 626.921.4932

### Counsel for Defendant

CONSTANGY, BROOKS, SMITH &  
PROPHETE, LLP  
Kenneth D. Sulzer  
Matthew Scholl  
2029 Century Park East, Suite 1100  
Los Angeles, CA 90067  
Tel: 310.909.7775  
Fax: 424.465.6630

## WHY IS THERE A SETTLEMENT?

The Court has not decided any of the claims asserted in the Lawsuit. There was no trial. Plaintiff has agreed to the proposed settlement because she believes it will provide prompt and substantial benefits to the class. These benefits were compared with the risk of zero recovery after a contested trial and likely appeals, possibly years into the future. JTP vigorously denies all allegations of wrongdoing or liability whatsoever, but has agreed to the proposed settlement to eliminate the burden, expense, uncertainty, and distraction of further litigation.

## WHAT IS THE SETTLEMENT AMOUNT

The proposed Settlement provides for a payment of \$250,000 (referred to as the “Gross Settlement Amount”). Class Counsel will apply to the Court for attorneys’ fees of no more than one-third (\$83,333) of the Gross Settlement Amount and for a reimbursement for litigation costs of no more than \$15,000.00. Class Counsel will also apply for class representative service awards of no more than \$2,500.00 for Plaintiff for her work and efforts prosecuting this case, and for undertaking the risks of payment of costs (a risk if there had been an unsuccessful outcome in this Lawsuit). The Settlement also includes a payment of administration costs anticipated not to exceed \$12,000 and a payment of \$10,000 for PAGA penalties (“PAGA Payment”). The exact amount of the attorneys’ fees, litigation costs, class representative service awards, and settlement administrator costs will be determined by the Court at the final approval hearing.

The remaining portion of the Gross Settlement Amount – the “Class Settlement Fund” – is currently estimated to be approximately \$127,167.00. The Class Settlement Fund will be apportioned and paid out to members of the Class who do not request to be excluded from (“opt out”) of the Class. **You are not required to do anything to be eligible to receive payment from the Class Settlement Fund.**

## **HOW WILL INDIVIDUAL PAYMENTS FROM THE CLASS SETTLEMENT FUND BE CALCULATED?**

The Class Settlement Fund will be allocated pro rata among the class members who do not request to be excluded (“opt out”) from the Class based on the number of overtime hours each class member worked for JTP in California from October 5, 2015 through \_\_\_\_\_, 2021 (“Class Period”). The Class Settlement Fund will first be divided by the total number of overtime hours worked by the Class, in aggregate, during the class period to determine the monetary value of each qualifying overtime hour. Each class member’s share of the Class Settlement Fund will then be calculated by multiplying the number of qualifying overtime hours worked by that individual by the monetary value of each qualifying overtime hour.

Each payment from the Class Settlement Fund will be allocated thirty-three and one-third percent ( $33\frac{1}{3}\%$ ) to alleged unpaid wages, and sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) to alleged interest and penalties. The portion of the settlement payment allocated to wages will be subject to regular and/or applicable payroll and income tax withholdings, and will be reported on an IRS Form W-2. The portion of the settlement payment allocated to penalties and interest will be reported on an IRS Form 1099. Class members will be responsible for correctly characterizing the settlement payment for tax purposes and paying taxes due, if any.

## **WHAT IS THE PAGA PAYMENT, WHO IS ELIGIBLE TO SHARE IN IT, AND HOW IS IT CALCULATED?**

In addition to payments from the Class Settlement Fund, the Settlement also provides for a \$10,000 PAGA Payment. This payment is being made to settle claims for civil penalties, asserted by Plaintiff on behalf of the California Labor & Workforce Development Agency (LWDA) and other “Aggrieved Employees,” based on the alleged Labor Code violations asserted in the Lawsuit. Seventy-five percent (75%) of the PAGA Payment (\$7,500) will be paid to the LWDA and the remaining twenty-five percent (25%) of the PAGA Payment (\$2,500) will be allocated pro rata among the “Aggrieved Employees” based on overtime hours worked.

The “Aggrieved Employees” include all non-exempt hourly healthcare professionals employed by Jackson Therapy Partners, LLC to work one or more assignments in California at any time from December 14, 2019 through \_\_\_\_\_ [date of preliminary approval] who worked one or more workweeks in which they were paid overtime and received a meal & incidental per diem, housing allowance, and/or a monetary bonus other than a referral bonus. Individuals who qualify as an “Aggrieved Employee” will received a share of the PAGA Payment *regardless of* whether they request to be excluded (i.e. “opt out”) from the Class.

Each “Aggrieved Employee’s” share of the PAGA Payment will be calculated by (a) dividing the \$2,500 allocated to “Aggrieved Employees” by the total number of overtime hours worked by all Aggrieved Employees, in aggregate, between December 14, 2019 and \_\_\_\_\_ [date of preliminary approval] (“PAGA Period”) to determine the value of each overtime hour and (b) multiplying that value by the number of overtime hours worked by each “Aggrieved Employee” during the PAGA Period.

The PAGA Payment will be issued to “Aggrieved Employees” pursuant to an IRS Form 1099-MISC and each “Aggrieved Employee” will be responsible for correctly characterizing the payment for tax purposes and paying taxes due, if any.

### HOW MUCH WILL MY PAYMENT BE?

The amount of your payment is estimated to be \$ [REDACTED]. That amount is based on JNP’s records that show that you worked [REDACTED] overtime hours in California for JTP between October 5, 2015 and \_\_\_\_\_, 2021( Class Period), including \_\_\_\_\_ overtime hours worked between December 14, 2019 and \_\_\_\_\_, 2021 (PAGA Period).

### WHAT SHOULD I DO IF MY QUALIFYING WORKWEEK INFORMATION IS INCORRECT?

If you believe your amount of overtime hours worked for JTP in the State of California between October 5, 2015 and \_\_\_\_\_, 2021 as stated in the paragraph above is incorrect, you may send a letter to the settlement administrator, ILYM Group, Inc. (hereafter “Settlement Administrator”), indicating what you believe to be the correct information. You should include any documents or other information that supports what you believe to be the correct number of overtime hours. The Settlement Administrator will resolve any dispute regarding this issue based on JTP’s records and any information that you provide. The estimated payment amount and number of qualifying overtime hours stated in the preceding paragraph will be presumed correct unless you supply company records from JTP or other competent records showing different information. Your letter must be postmarked on or before [REDACTED], 2021. [45 days within mailing of Notice Packet – the Response Deadline] and sent to the following address:

[Settlement Administrator Line 1]  
[Settlement Administrator Line 2]  
[Settlement Administrator Line 3]

### DO I HAVE TO TAKE ANY ACTION TO RECEIVE A PAYMENT?

**No. To receive a payment from this Settlement, you do not need to do anything.** If you do nothing, you will automatically receive a payment from the Class Settlement Fund and, if eligible, a share of the PAGA Payment because you are an identified class member. However, it is your responsibility to keep the Settlement Administrator informed of any changes to your address. Your settlement payment will be mailed to the last known address the Settlement Administrator has on file for you. If your mailing address is different than the address to which this Notice was mailed, you should contact the Settlement Administrator to change your address at 1-800-[REDACTED]. Settlement payment checks should be deposited soon after receipt. Checks uncashed after 180 days will be voided and the funds sent to the State of California Controller’s Office of Unclaimed Property in the name of the class member.

### WHEN WILL I GET MY PAYMENT?

The settlement payments will be distributed only if the Court approves the proposed settlement. The Court will hold a final approval hearing on \_\_\_\_\_, 2021 to decide whether to finally approve the proposed settlement. If the Court grants final approval and there is no appeal of that order, settlement payments will be distributed approximately two and one-half (2 ½) months after the Court enters a Judgment approving the settlement. If there is an appeal of the Court's Judgment granting final approval, however, the approval process will take additional time to resolve and could last for more than a year.

### WHAT CLAIMS AM I RELEASING IN RETURN FOR A PAYMENT?

If the proposed settlement is finally approved by the Court, all class members who have not timely requested exclusion from the Class will release JTP and each of its past, present, or future subsidiaries, divisions, affiliates, predecessors, successors, and assigns, officers, directors, agents, employees, advisors, insurers, attorneys, executors, administrators, servants, owners, shareholders, bondholders, partners, and any parent or related organizations, successors in interest, and/or representatives ("Released Parties") from any and all claims during the Class Period that were pled in the operative complaint or that could have been pled based on the facts alleged in the operative complaint, including, without limitation, all individual claims for unpaid wages, statutory penalties, civil penalties, or other forms of relief, based on the failure to include per diems, housing allowances, and/or bonuses in the regular rate (collectively, "Class Claims").

In addition, regardless of whether an individual requests exclusion from the Class, all "Aggrieved Employees" will release the Released Parties from any and all claims during the PAGA Period for civil penalties under the California Labor Code Private Attorney General Act (PAGA) that were pled in the First Amended Complaint or that could have been pled based on the facts alleged in the First Amended Complaint, including, without limitation, all PAGA penalties based on the failure to include per diems, allowances, and/or bonuses in the regular rate or any violation of Labor Code sections 201, 202, 203, 510, or 1194 (collective, "PAGA Claims").

### HOW DO I EXCLUDE MYSELF FROM THE CLASS

If you wish to exclude yourself from the Class for whatever reason, you may exclude yourself (that is, "opt out" of the Class). To opt out and exclude yourself from the Class, you must fill out, sign, and return the enclosed Request for Exclusion Form to the Settlement Administrator.

The Request for Exclusion Form must include your full name, current address, and last four digits of your social security number, must be signed by you, and must be postmarked and mailed to the Settlement Administrator at the below address on or before \_\_\_\_\_, 2021. [45 days within mailing of Notice Packet.] Request for Exclusion Forms postmarked after this date may be disregarded.

[Settlement Administrator Line 1]

[Settlement Administrator Line 2]  
[Settlement Administrator Line 3]

All individuals who timely return a properly filled out Request for Exclusion Form will not be part of the Class, will not release any Class Claims, and will not receive any payment from the Class Settlement Fund. Individuals who qualify as an “Aggrieved Employee” will still release the PAGA Claims and receive a share of the PAGA Payment even if they opt-out of the Class.

### HOW DO I OBJECT TO THE SETTLEMENT?

If you do not think the proposed settlement is fair, you can object to the settlement and tell the Court that you do not agree with the settlement or some part of it. The Court will consider your input. To object, you must mail a written objection to the Settlement Administrator at the addresses listed below postmarked no later than \_\_\_\_, 2021 [45 days from mailing Notice Packet]. The written objection should include the following: (1) the case name and number: *Erica Harvitt v. Jackson Therapy Partners, LLC*, Case No. C19-02080; (2) your full name, address, and last four digits of your social security number, (3) the specific reasons you object to the terms of the Settlement, and (4) your signature. You should also state in the written objection whether you (or your attorney) intends to appear at the final fairness/approval hearing. If you are represented by an attorney, the written objection should include the name, address, and telephone number of the attorney. Mail the objection to the addresses listed below postmarked on or before \_\_\_\_, 2021 [45 days of mailing of Notice Packet.]

[Settlement Administrator Line 1]  
[Settlement Administrator Line 2]  
[Settlement Administrator Line 3]

### WHAT’S THE DIFFERENCE BETWEEN OBJECTING AND OPTING OUT?

Objecting is telling the Court that you don’t like something about the settlement. By contrast, requesting to be excluded or opting out of the Class is telling the Court that you don’t want to participate in the settlement of the Class Claims. You may object to settlement of the Class Claims only if you remain in the Class. Individuals who qualify as “Aggrieved Employees,” however, may still object to the settlement of the PAGA Claims regardless of whether they exclude themselves from the Class.

### WHEN AND WHERE IS THE FINAL APPROVAL/FAIRNESS HEARING?

The Court will hold a final approval/fairness hearing concerning the proposed settlement on \_\_\_\_, 2021 at \_\_\_\_, in Department 39 of the Superior Court of the State of California for the County of Contra Costa, located at 725 Court Street, Martinez, California 94553. At this hearing the Court will determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel’s request for

attorneys' fees and costs, the class representatives' service awards, the Settlement Administrator's fees and expenses, and the payment to the LWDA.

The Court may reschedule the final approval/fairness hearing without further notice to the class members. However, any class member who has submitted a timely objection to the settlement will be notified by Class Counsel of any rescheduling of the date and time of the final approval/fairness hearing.

You are **not** required to come to the final approval/fairness hearing. Class Counsel will represent the interests of class members at the hearing. But you are welcome to come at your own expense and you may ask the Court for permission to speak at the hearing. If you send an objection, you don't have to come to Court to talk about it. As long as you timely mailed your written objection, the Court will consider it. You may also hire and pay your own lawyer to attend if you so desire.

#### **WHO MAY I CONTACT IF I HAVE QUESTIONS ABOUT THE SETTLEMENT?**

You may contact Class Counsel, Hayes Pawlenko LLP at 626.808.4357 if you have any questions about the proposed settlement. You may also contact the Settlement Administrator, ILYM Group, Inc., by calling toll free 1-800 [REDACTED], or you can write to the Settlement Administrator at [Address].

**PLEASE DO NOT CALL THE COURT ABOUT THE SETTLEMENT**

## REQUEST FOR EXCLUSION FORM

*Harvitt v. Jackson Therapy Partners, LLC*

Case No. C19-02080

Contra Costa Superior Court

To exclude yourself or “opt out” from the Settlement, complete, sign, and date this form, and then mail it on or before -----, 2021 to the Settlement Administrator at the following address:

ILYM Group, Inc.  
P. O. Box \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

### INSTRUCTIONS

A. Only complete and return this form if you do **NOT** want to be included in the Settlement. You will **NOT** receive a portion of the Class Claim Settlement payment if you return this form.

B. To exclude yourself or “opt out” of the Settlement, complete, sign, date and return this form. To be effective, this form must be filled out completely and postmarked on or before -----, 2021.

C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

---

I want to **OPT-OUT** of the class action lawsuit entitled *Harvitt v. Jackson Therapy Partners, LLC*, Contra Costa Superior Court Case No. C19-02080.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Last 4 Digits of SSN: \_\_\_\_\_

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

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
Date