

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
PRISCILLA GAMINO, SBN 315404
priscilla@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiffs
YOXY JURADO and HECTOR CHAVEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET**

YOXY JURADO, individually and on behalf
of others similarly situated and as an
aggrieved employee and Private Attorney
General, and HECTOR CHAVEZ,
individually and on behalf of others similarly
situated and as an aggrieved employee and
Private Attorney General;

Plaintiffs,

vs.

AEQUOR HEALTHCARE SERVICES, LLC
a New Jersey limited liability company;
AEQUOR HEALTHCARE SERVICES, INC.
a Nevada corporation; THERAPY STAFF,
LLC, a Delaware limited liability company;
UNITED STAFFING SOLUTIONS, INC., an
unknown business entity; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 21STCV06001

*Assigned for All Purposes to: Hon. Stuart M.
Rice, Dept. 1*

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF
HEATHER DAVIS IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date: August 21, 2023
Hearing Time: 4:00 p.m.
Dept: 1

Complaint Filed: February 11, 2021
Trial Date: None Set

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF HEATHER DAVIS

I, Heather Davis, declare as follows:

1. I am an attorney duly admitted to the Bar of the State of California and all United States District Courts in the State of California. I am a Partner with Protection Law Group, LLP, counsel of record for Plaintiffs YOXY JURADO and HECTOR CHAVEZ (collectively “Plaintiffs”). I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

2. I make this supplemental declaration in support of the filed June 29, 2023 Motion for Preliminary Approval of Class Action and PAGA Settlement.

3. On July 21, 2023, the Court issued a Checklist for Preliminary Approval of Class Action Settlement (the “July 21, 2023 Order”) continuing the July 24, 2023 hearing to a non-appearance case review on August 21, 2023. Pursuant to the Court’s July 21, 2023 Order, I submit this supplemental declaration to address the Court’s concerns and requirements for this Preliminary Approval Motion. For the Court’s ease of review, the Court’s points are addressed in the order listed in the July 21, 2023 Order.

DECLARATION OF PLAINTIFF HECTOR CHAVEZ

4. Each proposed Class Representative has agreed to act as a representative and understands his/her responsibilities. *See* Declaration Plaintiff Yoxy Jurado in support of the Motion for Preliminary Approval of Class Action and PAGA Settlement filed on June 29, 2023.

5. The Declaration of Plaintiff Hector Chavez is being filed concurrently with this supplemental declaration.

REVISIONS TO THE SETTLEMENT AGREEMENT

6. As part of the Court’s July 21, 2023 Order, the Court expressed concerns regarding few provisions of the settlement agreement including: (1) request for a specific closing date for the Class Period and PAGA Period; (2) revision to the PAGA Release; (3) clarification on when the settlement administrator will receive the Class List; and (4) that the settlement agreement must also be signed by each Party’s Counsel.

1 7. In response to the Court’s comments and checklist, the Parties have agreed to make
2 the following changes to the Amended Joint Stipulation of Class Action and PAGA Settlement
3 (hereinafter “Amended Settlement Agreement”) (*for the Court’s ease of review, the Court’s*
4 *points are addressed in the order listed in the July 21, 2023 checklist*):

- 5 • The Parties have revised paragraph 7 to specify the closing date for the Class
6 Period is August 21, 2023. The Parties have revised paragraph 20 to specify the
7 closing date for the PAGA Period is August 21, 2023. *See* paragraphs 7 and 20
8 of the Amended Settlement Agreement.
- 9 • The Parties have revised paragraph 68 so that it is consistent with paragraph 28
10 in confirming that the PAGA Release is premised on the facts alleged both in
11 the PAGA Notices provided to the LWDA and in the Operative Complaint for
12 the PAGA Period rather than “the Action”. *See* paragraph 68 of the Amended
13 Settlement Agreement.
- 14 • The Parties have revised paragraph 51 to delete the typographical error resulting
15 from prior redlines and confirm that the Parties have agreed that the Settlement
16 Administrator is to receive the Class List from Defendants within twenty-eight
17 (28) calendar days of Preliminary Approval. *See* Paragraph 51 of the Amended
18 Settlement Agreement.
- 19 • The Parties have added signature blocks for Plaintiffs’ Counsel and Defendants’
20 Counsel. *See* pages 26-27 of the Amended Settlement Agreement (signature
21 pages).

22 8. Attached hereto as **Exhibit 5** is a true and correct copy of the pages with redlined
23 changes to the Amended Settlement Agreement.

24 9. Attached hereto as **Exhibit 6** is a true and correct copy of the fully executed
25 Amended Settlement Agreement.

26 10. The Parties have also amended the proposed Notice to the Class (hereinafter the
27 “Amended Class Notice”) so that the Amended Settlement Agreement and Amended Class Notice
28 are consistent. These changes to the Amended Class Notice include:

- The Parties have revised the Class Period and PAGA Period to provide a specific closing date for each for August 21, 2023. *See* Amended Notice.
- The Parties have added the term “Amended” to the named title of the settlement agreement. *See* section 3 to the Amended Notice.
- The Parties have added the PAGA Release (consistent with the Amended Settlement Agreement). *See* section 7 to the Amended Notice.
- The Parties have added a separate breakdown for the PAGA payments. *See* section 5 to the Amended Notice.

11. Attached hereto as **Exhibit 7** is a true and correct copy of the redlined changes to the Amended Class Notice.

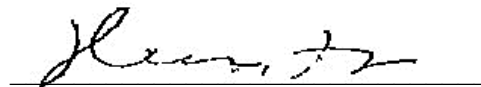
12. Attached hereto as **Exhibit 8** is a true and correct copy of the proposed Amended Class Notice incorporating these changes (*also attached as Exhibit A to the Amended Settlement Agreement*).

NOTICE TO THE LWDA

13. Pursuant to California Labor Code § 2699(1)(2), my office submitted a copy of the fully executed Amended Settlement Agreement, as well as information regarding the preliminary approval hearing on this matter, to the California Labor Workforce Development Agency via online filing at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html> on August 11, 2023. A true and correct copy of an email confirming submission of the Settlement to the LWDA on August 11, 2023 is attached hereto as **Exhibit 9**.

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

Executed on August 11, 2023.



Heather Davis

Exhibit 5

1
2
3
4
5
6
7
8
9
10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES – SPRING STREET
13

14 YOXY JURADO, individually and on behalf
15 of others similarly situated, and HECTOR
16 CHAVEZ, individually and on behalf of
others similarly situated and as an aggrieved
employee and Private Attorney General.

17 Plaintiffs,

18 vs.

19 AEQUOR HEALTHCARE SERVICES,
20 LLC, a New Jersey limited liability company;
21 AEQUOR HEALTHCARE SERVICES,
22 INC., a Nevada corporation; THERAPY
STAFF, LLC, a Delaware limited liability
company; and DOES 1 through 50, inclusive,

23 Defendants.
24
25
26
27
28

Case No.: 21STCV06001

*Assigned for All Purposes to: Hon. Stuart M.
Rice; Dept. 1*

**AMENDED JOINT STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: February 11, 2021
Trial Date: None Set

1 **AMENDED JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Amended Joint Stipulation of Class Action and PAGA Settlement is entered into by
3 and between Plaintiffs Yoxy Jurado and Hector Chavez, individually and on behalf of the
4 Settlement Class, and Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services,
5 Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc.

6 **DEFINITIONS**

7 1. “Agreement” or “Settlement Agreement” means this Amended Joint Stipulation
8 of Class Action and PAGA Settlement.

9 2. “Action” means the court actions, entitled “*Jurado, et al. v. Aequor Healthcare*
10 *Services, LLC, et al.*” Case No. 21STCV06001, pending before the Los Angeles County Superior
11 Court (“Class Action”); and “*Jurado v. Aequor Healthcare Services, LLC*”, Case No.
12 21STCV14340, pending before the Los Angeles County Superior Court (“PAGA Action”).

13 3. “Class Counsel” means Protection Law Group, LLP.

14 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s
15 litigation and resolution of this Action and their expenses and costs incurred in connection with
16 the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request
17 attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*,
18 Four Hundred Thirty-Seven Thousand Five Hundred Dollars (\$437,500.00) and the
19 reimbursement costs and expenses associated with the litigation and settlement of the Action, not
20 to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court’s approval. Defendants have
21 agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses
22 in the amount set forth above.

23 5. “Class List” means a complete list of all Class Members that Defendants will
24 diligently and in good faith compile from their records and provide to the Settlement
25 Administrator within twenty-eight (28)– calendar days after Preliminary Approval of this
26 Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and
27 will include Class Member’s: (1) full name; (2) last known home address; (3) last known
28 telephone number; (4) social security number; (5) start and end dates of active employment as a

1 non-exempt employee of Defendants in the State of California; (6) total Workweeks during the
2 Class Period; (7) total Workweeks during the PAGA Period; and (8) any other information
3 required by the Settlement Administrator in order to effectuate the terms of the Settlement.

4 6. “Class” or “Class Members” means all current and former hourly-paid, non-
5 exempt employees of Defendants who were employed by Defendants in the State of California
6 for claims arising at Defendants’ California Locations at any time during the Class Period. In the
7 event that any Class Member has claims which arose from work performed at a location outside
8 of California, those claims are not released.

9 7. “Class Period” means the period from February 11, 2017, ~~until the date of~~
10 ~~preliminary approval of the Settlement by the Court, or three months’ from the date of execution~~
11 ~~by all Parties of this Agreement, whichever date occurs earlier~~ through August 21, 2023.

12 8. “Class Representatives” means Plaintiffs Yoxy Jurado and Hector Chavez in their
13 capacity as representatives of the Participating Class Members.

14 9. “Class Representative Enhancement Payment(s)” means the amount that the Court
15 authorizes to be paid to Plaintiffs Jurado and Chavez in addition to their Individual Settlement
16 Payments, in recognition of the efforts and risks they have taken in assisting with the prosecution
17 of the Action and in exchange for the General Release of their claims as provided herein.

18 10. “Court” means the Superior Court of the State of California for the County of Los
19 Angeles.

20 11. “Defendants” means Aequor Healthcare Services, LLC, Aequor Healthcare
21 Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc.

22 12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all
23 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
24 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any
25 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way
26 that does not alter the terms of the Settlement.

27 13. “Final Approval” means the Court entering an order granting final approval of the
28 Settlement Agreement.

1 action if the PAGA Payment is approved by the Court.

2 20. "PAGA Period" means the period from February 4, 2021 through August 21, 2023,
3 ~~until the date of preliminary approval of the Settlement by the Court, or, three months' from the~~
4 ~~date of execution by all Parties of this Agreement, whichever date occurs earlier.~~

5 21. "PAGA Members" means all current and former non-exempt employees of
6 Defendants who were employed by Defendants in the state of California for claims arising out of
7 Defendants' California Locations at any time during the PAGA Period. In the event that any
8 PAGA Member has claims which arose from work performed at a location outside of California,
9 those claims are not released.

10 22. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean
11 either Plaintiffs or Defendants, individually.

12 23. "Participating Class Members" means all Class Members who do not submit valid
13 and timely Requests for Exclusion.

14 24. "Plaintiffs" means Yoxy Jurado and Hector Chavez.

15 25. "Preliminary Approval" means the Court order granting preliminary approval of
16 the Settlement Agreement.

17 26. "Objection" means a Class Member's valid and timely written objection to the
18 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name,
19 address, telephone number, last four digits of the employees' social security number or employee
20 ID number; (b) the name of the case and case number; and (c) a written statement of all grounds
21 for the objection accompanied by legal support, if any, for such objection.

22 27. "Released Class Claims" means all claims, rights, demands, liabilities, and causes
23 of action that are alleged, or reasonably could have been alleged based on the facts and claims
24 asserted in the Operative Complaint in this Action including the following claims: (i) failure to
25 provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7 and 512); (ii) failure
26 to provide rest periods or compensation in lieu thereof (Labor Code § 226.7); (iii) failure to pay
27 all regular wages, minimum wages and overtime wages due (Labor Code §§ 510, 1194, 1197,
28 1197.1, 1198); (iv) willful failure to pay wages (Labor Code §§ 204, 221); (v) failure to provide

- h) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- i) Provide weekly status reports to counsel for the Parties.
- j) Posting a notice of final judgment online at Settlement Administrator's website.

51. Delivery of the Class List and Tax Rate Information: Within twenty-eight (28) ~~twenty-one (21)~~ calendar days of Preliminary Approval, Defendants will provide the Class List and Tax Rate Information to the Settlement Administrator. This is a material term of the Agreement, and if Defendants fail to comply, Plaintiffs shall have the right to void the Agreement.

52. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

53. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, an objection, or

1 Settlement Amount.

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

18 66. No Prior Assignments: The Parties and their Counsel represent, covenant, and
19 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
20 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
21 action, cause of action or right herein released and discharged.

22 67. Release by Participating Class Members: Upon the complete funding of the Gross
23 Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating
24 Class Members shall fully release and discharge the Released Parties from the Released Class
25 Claims that arose during the Class Period. This release shall be binding on all Participating Class
26 Members.

27 68. Release by the State of California and LWDA: As of the date on which Defendants
28 fully funds the Settlement, Plaintiff, the LWDA, and the State of California release the Released

1 Parties of and from the Released PAGA Claims that could have been asserted under PAGA based
2 on the facts alleged both in the PAGA Notices provided to the LWDA and in the Operative
3 Complaintual allegations in the Action, for the PAGA Period. The fact that a PAGA Member has
4 decided not to participate in the Class Settlement shall not affect the Release of PAGA claims
5 arising under PAGA. A copy of this Agreement will be provided to the LWDA concurrently with
6 submission of the Preliminary Approval Motion. Eligible PAGA Members will receive their share
7 of the employee portion of the PAGA Payments and will be deemed to have released any claims
8 arising out of PAGA, regardless of whether they opt-out from the release of their class claims.

9 69. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the
10 Gross Settlement Amount, Plaintiffs Jurado and Chavez agree—on behalf of themselves only—
11 to the additional following General Release: In consideration of Defendants’ promises and
12 agreements as set forth herein, Plaintiffs hereby fully release the Released Parties from any and
13 all Released Class Claims and Released PAGA Claims and also generally release and discharge
14 the Released Parties from any and all claims, demands, obligations, causes of action, rights, or
15 liabilities of any kind which have been or could have been asserted against the Released Parties
16 arising out of or relating to their employment by Defendants or termination thereof, including but
17 not limited to claims for wages, restitution, penalties, breach of contract, retaliation, defamation,
18 discrimination, harassment or wrongful termination of employment. This release specifically
19 includes any and all claims, demands, obligations and/or causes of action for damages, restitution,
20 penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement)
21 relating to or in any way connected with the matters referred to herein, whether or not known or
22 suspected to exist, and whether or not specifically or particularly described herein. Specifically,
23 Plaintiffs Jurado and Chavez, waive all rights and benefits afforded by California Civil Code
24 Section 1542, which provides:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
26 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
27 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
28 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**

1 Dated: _____

DEFENDANT

AEQUOR HEALTHCARE SERVICES, LLC

3 By: _____

4 Name: _____

5 Title: _____

7 Dated: _____

DEFENDANT

AEQUOR HEALTHCARE SERVICES, INC.

9 By: _____

10 Name: _____

11 Title: _____

13 Dated: _____

DEFENDANT

THERAPY STAFF, LLC

15 By: _____

16 Name: _____

17 Title: _____

19 Dated: _____

DEFENDANT

UNITED STAFFING SOLUTIONS, INC.

21 By: _____

22 Name: _____

23 Title: _____

25 **APPROVED AS TO FORM**

27 Dated: _____

PROTECTION LAW GROUP, LLP

By: _____

Heather Davis

Amir Nayebedadash

Attorneys for Plaintiffs

YOXY JURADO and HECTOR
CHAVEZ

Dated: _____ **BARNES & THORNBURG, LLP**

By: _____

Scott J. Witlin

Mark W. Wallin

Caroline C. Dickey

Attorneys for Defendants

AEQUOR HEALTHCARE SERVICES, LLC;

AEQUOR HEALTHCARE SERVICES, INC.;

and THERAPY STAFF, LLC

Exhibit 6

1
2
3
4
5
6
7
8
9
10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES – SPRING STREET**
13

14 YOXY JURADO, individually and on behalf
15 of others similarly situated, and HECTOR
16 CHAVEZ, individually and on behalf of
others similarly situated and as an aggrieved
employee and Private Attorney General.

17 Plaintiffs,

18 vs.

19 AEQUOR HEALTHCARE SERVICES,
20 LLC, a New Jersey limited liability company;
21 AEQUOR HEALTHCARE SERVICES,
22 INC., a Nevada corporation; THERAPY
STAFF, LLC, a Delaware limited liability
company; and DOES 1 through 50, inclusive,

23 Defendants.
24
25
26
27
28

Case No.: 21STCV06001

*Assigned for All Purposes to: Hon. Stuart M.
Rice; Dept. 1*

**AMENDED JOINT STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT**

Complaint Filed: February 11, 2021
Trial Date: None Set

This Amended Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Yoxy Jurado and Hector Chavez, individually and on behalf of the Settlement Class, and Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc.

1. “Agreement” or “Settlement Agreement” means this Amended Joint Stipulation of Class Action and PAGA Settlement.

3. “Class Counsel” means Protection Law Group, LLP.

5. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within twenty-eight (28) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a

1 non-exempt employee of Defendants in the State of California; (6) total Workweeks during the
2 Class Period; (7) total Workweeks during the PAGA Period; and (8) any other information
3 required by the Settlement Administrator in order to effectuate the terms of the Settlement.

4 6. “Class” or “Class Members” means all current and former hourly-paid, non-
5 exempt employees of Defendants who were employed by Defendants in the State of California
6 for claims arising at Defendants’ California Locations at any time during the Class Period. In the
7 event that any Class Member has claims which arose from work performed at a location outside
8 of California, those claims are not released.

9 7. “Class Period” means the period from February 11, 2017 through August 21, 2023.

10 8. “Class Representatives” means Plaintiffs Yoxy Jurado and Hector Chavez in their
11 capacity as representatives of the Participating Class Members.

12 9. “Class Representative Enhancement Payment(s)” means the amount that the Court
13 authorizes to be paid to Plaintiffs Jurado and Chavez in addition to their Individual Settlement
14 Payments, in recognition of the efforts and risks they have taken in assisting with the prosecution
15 of the Action and in exchange for the General Release of their claims as provided herein.

16 10. “Court” means the Superior Court of the State of California for the County of Los
17 Angeles.

18 11. “Defendants” means Aequor Healthcare Services, LLC, Aequor Healthcare
19 Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc.

20 12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all
21 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
22 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any
23 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way
24 that does not alter the terms of the Settlement.

25 13. “Final Approval” means the Court entering an order granting final approval of the
26 Settlement Agreement.

27 14. “Gross Settlement Amount” means the sum of One Million Two Hundred Fifty
28 Thousand Dollars (\$1,250,000.00). The Gross Settlement Amount is non-reversionary; no portion

of the Gross Settlement Amount will return to Defendants.

15. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or PAGA Members.

16. “Net Settlement Amount” means the funds available for payments to the Class, which shall be the amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel’s fees; (2) Class Counsel’s costs; (3) Settlement Administration Costs; (4) Class Representative Enhancement Payments to Plaintiffs Jurado and Chavez; and (5) the PAGA Payment to the California Labor and Workforce Development Agency (“LWDA”) and PAGA Members.

17. “Notice” means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last known address and which will provide Class Members with information regarding the Action and information regarding the Settlement of the Action.

18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

19. “PAGA Payment” means the amount that the Parties have agreed to allocate in order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*) (“PAGA”). The Parties have agreed that One Hundred Thousand Dollars (\$100,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiffs’ PAGA claims. Seventy Five Percent (75%) of this amount (\$75,000.00) will be paid to the LWDA in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount (\$25,000.00) will be distributed to PAGA Members. PAGA Members will receive payment from the employee portion of the PAGA Payment regardless of their decision to participate in the class action if the PAGA Payment is approved by the Court.

20. “PAGA Period” means the period from February 4, 2021 through August 21, 2023.

1 21. “PAGA Members” means all current and former non-exempt employees of
2 Defendants who were employed by Defendants in the state of California for claims arising out of
3 Defendants’ California Locations at any time during the PAGA Period. In the event that any
4 PAGA Member has claims which arose from work performed at a location outside of California,
5 those claims are not released.

6 22. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean
7 either Plaintiffs or Defendants, individually.

8 23. “Participating Class Members” means all Class Members who do not submit valid
9 and timely Requests for Exclusion.

10 24. “Plaintiffs” means Yoxy Jurado and Hector Chavez.

11 25. “Preliminary Approval” means the Court order granting preliminary approval of
12 the Settlement Agreement.

13 26. “Objection” means a Class Member’s valid and timely written objection to the
14 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector’s full name,
15 address, telephone number, last four digits of the employees’ social security number or employee
16 ID number; (b) the name of the case and case number; and (c) a written statement of all grounds
17 for the objection accompanied by legal support, if any, for such objection.

18 27. “Released Class Claims” means all claims, rights, demands, liabilities, and causes
19 of action that are alleged, or reasonably could have been alleged based on the facts and claims
20 asserted in the Operative Complaint in this Action including the following claims: (i) failure to
21 provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7 and 512); (ii) failure
22 to provide rest periods or compensation in lieu thereof (Labor Code § 226.7); (iii) failure to pay
23 all regular wages, minimum wages and overtime wages due (Labor Code §§ 510, 1194, 1197,
24 1197.1, 1198); (iv) willful failure to pay wages (Labor Code §§ 204, 221); (v) failure to provide
25 itemized wage statements (Labor Code §§ 226, 1174); (vi) failure to pay timely wages at time of
26 termination or resignation (Labor Code §§ 201, 202, 203); (vii) failure to reimburse for necessary
27 business expenditures (Labor Code §§ 2800, 2802); and (viii) unfair business practices that could
28 have been premised on the claims, causes of action or legal theories of relief described above or

any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint.

28. “Released PAGA Claims” means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notices provided to the LWDA and in the Operative Complaint for the PAGA Period.

29. “Released Parties” means Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc., and any related entities, and their directors, officers, members, and investors.

30. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the class settlement. To be effective, the Request for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

31. “Response Deadline” means the date sixty (60) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, and workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or objection to the

Settlement.

32. “Settlement” means the disposition of the Action pursuant to this Agreement.

33. “Settlement Administrator” means Phoenix Settlement Administrators. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, translating the Notice, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).

35. “Settlement Class Members” shall mean all Participating Class Members as described in paragraph 59 and the PAGA Members.

36. “Tax Rate Information” shall mean the tax rate currently paid by Defendants for the employer’s share of employment taxes in California.

37. “Workweek” shall mean any calendar week (*i.e.*, a week beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

TERMS OF AGREEMENT

38. Filing of Amended Complaint: The Parties shall file a stipulation and order to permit Plaintiff Jurado to file an amended complaint in the Class Action (the Second Amended Complaint) that shall add United Staffing Solutions, Inc. as a named defendant; reinstate Plaintiff Hector Chavez as a named plaintiff and proposed class representative in the Class Action; and add claims from Plaintiff Jurado’s PAGA Action to the Class Action. Upon the filing of the Second Amended Complaint, Plaintiff Jurado will cause the complaint in the PAGA Action

(LASC Case No. 21STCV14349) to be dismissed, without prejudice. Plaintiffs shall pursue approval of this Settlement within the Class Action.

39. Settlement Consideration: Defendants shall fund the Gross Settlement Amount following Final Approval by the Court and within twenty-one (21) days of the occurrence of the Effective Date pursuant to the Funding of the Gross Settlement Amount provisions below. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel's Fees and Costs, the PAGA Payments, the Settlement Administration Costs, and all other costs and amounts due as specified in this Agreement, except only for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below. Other than for these employer-side taxes or payments resulting from an increase in the number of workweeks, Defendants shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

40. Potential Increase to the Gross Settlement Amount: Defendants shall provide confirmatory discovery that the number of workweeks for the Class is no greater than 45,000 (as of October 1, 2022). For purposes of this paragraph, a workweek shall include only weeks in which an individual works three or more days in a Sunday to Saturday period. If the number of workweeks is more than Ten Percent (10%) greater than the above amounts as of October 1, 2022, Defendants shall increase the Gross Settlement Amount proportionately. Any increase in workweeks after October 1, 2022, shall have no effect on the Settlement and will not trigger any obligation of Defendants to increase the Gross Settlement Amount proportionately.

41. Funding of the Gross Settlement Amount: Within twenty-one (21) calendar days of the Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7)

1 calendar days of the Effective Date. Defendants shall fund the amount of such employer-side
2 payroll taxes within fourteen (14) calendar days after such amount is communicated to them by
3 the Settlement Administrator, but in no event prior to the date for funding of the Gross Settlement
4 Amount.

5 42. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
6 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
7 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce
8 Development Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's
9 Fees and Costs; and (e) Settlement Administration Costs.

10 43. Attorneys' Fees and Costs: Defendants agree not to oppose any application or
11 motion by Class Counsel for attorneys' fees of not more than Four Hundred Thirty-Seven
12 Thousand Five Hundred Dollars (\$437,500.00) plus the reimbursement of costs and expenses
13 associated with the litigation and settlement of the Action, in an amount not to exceed Thirty
14 Thousand Dollars (\$30,000.00), both of which will be paid from the Gross Settlement Amount.
15 Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be
16 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
17 provided in this Agreement.

18 44. Class Representative Enhancement Payments: Defendants agree not to oppose or
19 object to any application or motion by Plaintiffs for Class Representative Enhancement Payments
20 of Seven Thousand Five Hundred Dollars (\$7,500.00) each for Plaintiffs Yoxy Jurado and Hector
21 Chavez (total of \$15,000.00). The Class Representative Enhancement Payments are in exchange
22 for the General Release of the Plaintiffs' individual claims and for their time, effort and risk in
23 bringing and prosecuting the Action. Any portion of the requested Class Representative
24 Enhancement Payments that is not awarded to the Class Representatives shall be reallocated to
25 the Net Settlement Amount and distributed to Participating Class Members as provided in this
26 Agreement.

27 45. Settlement Administration Costs: The Settlement Administrator will be paid for
28 the reasonable costs of administration of the Settlement and distribution of payments from the

Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).

46. PAGA Payment: One Hundred Thousand Dollars (\$100,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay Seventy-Five Percent (75%) of the PAGA Payment, or Seventy-Five Thousand Dollars (\$75,000.00), to the LWDA. Twenty-Five Thousand Dollars (\$25,000.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

47. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	1,250,000.00
Enhancement Payments:	\$	15,000.00
Class Counsel's Fees:	\$	437,500.00
Class Counsel's Costs:	\$	30,000.00
PAGA Payment	\$	100,000.00
Settlement Administration Costs:	\$	25,000.00
Estimated Net Settlement Amount	\$	642,500.00

48. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

- a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all

Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: All Individual Settlement Payments will be allocated as follows: Twenty Percent (20%) of each Individual Settlement Payment will be allocated as wages; Forty Percent (40%) shall be allocated as interest; and Forty Percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.

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

9 50. Settlement Administration Process: The Parties agree to cooperate in the
10 administration of the Settlement and to make all reasonable efforts to control and minimize the
11 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
12 will provide the following services:

- 13 a) Establish and maintain a Qualified Settlement Fund.
- 14 b) Calculate the Individual Settlement Payment each Participating Class
15 Member is eligible to receive and the portion of the PAGA Payment each
16 PAGA Member shall receive.
- 17 c) Translate the Notice from English to Spanish.
- 18 d) Print and mail the Notice in English and Spanish.
- 19 e) Conduct additional address searches for mailed Notices that are returned as
20 undeliverable.
- 21 f) Process Requests for Exclusion, field inquiries from Class Members.
- 22 g) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099 Tax
23 Forms and any other filings required by any governmental taxing authority.
- 24 h) Provide declarations and/or other information to this Court as requested by
25 the Parties and/or the Court regarding the settlement administration process.
- 26 i) Provide weekly status reports to counsel for the Parties.
- 27 j) Posting a notice of final judgment online at Settlement Administrator's
28 website.

1 51. Delivery of the Class List and Tax Rate Information: Within twenty-eight (28)
2 calendar days of Preliminary Approval, Defendants will provide the Class List and Tax Rate
3 Information to the Settlement Administrator. This is a material term of the Agreement, and if
4 Defendants fail to comply, Plaintiffs shall have the right to void the Agreement.

5 52. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving
6 the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class
7 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
8 identified in the Class List.

9 53. Confirmation of Contact Information in the Class List: Prior to mailing, the
10 Settlement Administrator will perform a search based on the National Change of Address
11 Database for information to update and correct for any known or identifiable address changes.
12 Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response
13 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
14 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice.
15 If no forwarding address is provided, the Settlement Administrator will promptly attempt to
16 determine the correct address using a skip-trace, or other search using the name, address and/or
17 Social Security number of the Class Member involved, and will then perform a single re-mailing.
18 If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable
19 to a current employee, then Defendants shall make all reasonable efforts to obtain the current
20 address from the Class Member and provide the same within seven (7) calendar days of notice
21 from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,
22 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)
23 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, an objection, or
24 Workweek Dispute to the Settlement.

25 54. Notice: All Class Members will be mailed a Notice in English and Spanish. Each
26 Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the
27 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each
28 respective Class Member worked for Defendants during the Settlement Class Period; (e) each

1 Class Member's estimated Individual Settlement Payment and the formula for calculating
2 Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines
3 by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement,
4 or Workweek Disputes; (h) the claims to be released, as set forth herein; and (j) the date for the
5 final approval hearing.

6 55. Disputed Information on Notice: Class Members will have an opportunity to
7 dispute the information provided in their Notice. To the extent Class Members dispute the number
8 of Workweeks with which they have been credited or the amount of their Individual Settlement
9 Payment, Class Members may produce evidence to the Settlement Administrator showing that
10 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'
11 records will be presumed determinative. However, if a Class Member produces evidence to the
12 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
13 Member and the Parties will make the final decision as to the number of eligible Workweeks that
14 should be applied and/or the Individual Settlement Payment to which the Class Member may be
15 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

16 56. Defective Submissions: If a Class Member's Request for Exclusion is defective as
17 to the requirements listed herein, that Class Member will be given an opportunity to cure the
18 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
19 business days of receiving the defective submission to advise the Class Member that his or her
20 submission is defective and that the defect must be cured to render the Request for Exclusion
21 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
22 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
23 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,
24 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
25 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
26 untimely.

27 57. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
28 class settlement must sign and postmark a written Request for Exclusion to the Settlement

1 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
2 Member's name, address, telephone number, and the last four digits of the Class Member's Social
3 Security number and/or the Employee ID number and (b) a clear statement requesting to be
4 excluded from the settlement of the class claims. The date of the postmark on the return mailing
5 envelope receipt confirmation will be the exclusive means to determine whether a Request for
6 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the
7 Settlement Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the
8 Requests for Exclusion that were timely submitted. All Class Members who do not request
9 exclusion from the Action will be bound by all terms of the Settlement Agreement if the
10 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective
11 as to the release of claims arising under the Private Attorneys General Act.

12 58. Defendants' Right to Rescind: If Ten Percent (10%) or more of the Class Members
13 (rounded to the next whole number) elect not to participate in the Settlement, Defendants may, at
14 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
15 thereby null and void. Defendants must meet and confer with Class Counsel prior to exercising
16 this right and must make clear their intent to rescind the Agreement within fourteen (14) calendar
17 days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendants
18 exercise their right to rescind the Agreement, Defendants shall be responsible for all Settlement
19 Administration Costs incurred to the date of rescission.

20 59. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
21 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
22 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
23 by all of its terms, including those pertaining to the Released Class Claims, as well as any
24 Judgment that may be entered by the Court if it grants final approval to the Settlement. Class
25 Members who opt-out of the Settlement shall not be bound by such Judgment or release. The
26 names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel
27 for both Plaintiffs and Defendants and noted in the proposed Judgment submitted to the Court.

28 60. Objection Procedures: To object to the Settlement, a Participating Class Member

1 must postmark a valid Objection to the Settlement Administrator on or before the Response
2 Deadline. The Objection must be signed by the Participating Class Member and contain all
3 information required by this Settlement Agreement including the employees full name, address,
4 telephone number, the last four digits of their social security number and/or Employee ID number,
5 the name of the case and case number, and the specific reason including any legal grounds for the
6 Participating Class Member's objection. The postmark date will be deemed the exclusive means
7 for determining that the Notice of Objection is timely. Participating Class Members who fail to
8 object in the manner specified above will be foreclosed from making a written objection, but shall
9 still have a right to appear at the Final Approval Hearing in order to have their objections heard
10 by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise
11 encourage Participating Class Members to submit written objections to the Settlement or appeal
12 from the Order and Judgment. Class Counsel will not represent any Class Members with respect
13 to any objections to this Settlement.

14 61. Certification Reports Regarding Individual Settlement Payment Calculations: The
15 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report
16 which certifies: (a) the number of Class Members who have submitted valid Requests for
17 Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member
18 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
19 Administrator will provide to Counsel for both Parties any updated reports regarding the
20 administration of the Settlement Agreement as needed or requested.

21 62. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
22 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
23 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
24 or her Settlement Check or PAGA payment check within one hundred eighty (180) days, the
25 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of
26 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
27 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash
28 their checks until such time that they claim their property. The Parties agree that this disposition

1 results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net
2 Settlement Amount will be paid out to Participating Class Members and PAGA Members,
3 whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore,
4 Defendants will not be required to pay any interest on such amounts. The Individual Settlement
5 Payments provided to Participating Class Members and to PAGA Members shall prominently
6 state the expiration date or a statement that the Settlement Check will expire in one hundred eighty
7 (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual
8 Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for
9 good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds
10 will result from the Settlement.

11 63. Administration of Taxes by the Settlement Administrator: The Settlement
12 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
13 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
14 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
15 all payroll taxes and penalties to the appropriate government authorities.

16 64. Tax Liability: Defendants make no representation as to the tax treatment or legal
17 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are
18 not relying on any statement, representation, or calculation by Defendants or by the Settlement
19 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree
20 that they will be solely responsible for the payment of any taxes and penalties assessed on the
21 payments described herein. Defendants’ share of any employer payroll taxes and other required
22 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
23 Defendants’ FICA and FUTA contributions, shall be paid separate and apart from the Gross
24 Settlement Amount.

25 65. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this
26 section, the “acknowledging party” and each Party to this Agreement other than the
27 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this
28 Agreement, and no written communication or disclosure between or among the Parties or their

1 attorneys and other advisers, is or was intended to be, nor shall any such communication or
2 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
3 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
4 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
5 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
6 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
7 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
8 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
9 party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects
10 the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
11 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
12 tax structure of any transaction, including any transaction contemplated by this Agreement.

13 66. No Prior Assignments: The Parties and their Counsel represent, covenant, and
14 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
15 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
16 action, cause of action or right herein released and discharged.

17 67. Release by Participating Class Members: Upon the complete funding of the Gross
18 Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating
19 Class Members shall fully release and discharge the Released Parties from the Released Class
20 Claims that arose during the Class Period. This release shall be binding on all Participating Class
21 Members.

22 68. Release by the State of California and LWDA: As of the date on which Defendants
23 fully funds the Settlement, Plaintiff, the LWDA, and the State of California release the Released
24 Parties of and from the Released PAGA Claims that could have been asserted under PAGA based
25 on the facts alleged both in the PAGA Notices provided to the LWDA and in the Operative
26 Complaint for the PAGA Period. The fact that a PAGA Member has decided not to participate in
27 the Class Settlement shall not affect the Release of PAGA claims arising under PAGA. A copy
28 of this Agreement will be provided to the LWDA concurrently with submission of the Preliminary

1 Approval Motion. Eligible PAGA Members will receive their share of the employee portion of
2 the PAGA Payments and will be deemed to have released any claims arising out of PAGA,
3 regardless of whether they opt-out from the release of their class claims.

4 69. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the
5 Gross Settlement Amount, Plaintiffs Jurado and Chavez agree—on behalf of themselves only—
6 to the additional following General Release: In consideration of Defendants’ promises and
7 agreements as set forth herein, Plaintiffs hereby fully release the Released Parties from any and
8 all Released Class Claims and Released PAGA Claims and also generally release and discharge
9 the Released Parties from any and all claims, demands, obligations, causes of action, rights, or
10 liabilities of any kind which have been or could have been asserted against the Released Parties
11 arising out of or relating to their employment by Defendants or termination thereof, including but
12 not limited to claims for wages, restitution, penalties, breach of contract, retaliation, defamation,
13 discrimination, harassment or wrongful termination of employment. This release specifically
14 includes any and all claims, demands, obligations and/or causes of action for damages, restitution,
15 penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement)
16 relating to or in any way connected with the matters referred to herein, whether or not known or
17 suspected to exist, and whether or not specifically or particularly described herein. Specifically,
18 Plaintiffs Jurado and Chavez, waive all rights and benefits afforded by California Civil Code
19 Section 1542, which provides:

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

26 This release specifically excludes claims for unemployment insurance, disability, social
27 security, and workers compensation (with the exception of claims arising pursuant to California
28 Labor Code Sections 132(a) and 4553).

1 70. Neutral Employment Reference: Defendants agree that they will adopt a neutral
2 reporting policy regarding any future employment references related to Plaintiffs. In the event
3 that any potential or future employers of Plaintiffs request a reference regarding Defendants'
4 employment of Plaintiffs Jurado and Chavez, Defendants shall only provide the requested
5 Plaintiffs' dates of employment and job titles during employment. Defendants shall not refer to
6 the Action or this Settlement.

7 71. Nullification of Settlement Agreement: In the event that: (a) the Court does not
8 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
9 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
10 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
11 documents generated to bring it into effect, will be null and void, all amounts deposited into the
12 QSF will be returned to Defendants, and the Parties shall be returned to their original respective
13 positions. Any order or judgment entered by the Court in furtherance of this Settlement
14 Agreement will likewise be treated as void from the beginning. Should the Court fail to approve
15 this Settlement for any reason, the Parties agree that they will return to and attend mediation with
16 a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

17 72. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to
18 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
19 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
20 only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for
21 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
22 the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
23 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the
24 Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree that
25 they will not oppose Plaintiffs' Motion for Preliminary Approval. Any failure by the Court to
26 fully and completely approve the Agreement as to the Action will result in this Settlement
27 Agreement entered into by the Parties, and all obligations under this Settlement Agreement being
28 nullified and voided.

1 73. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
2 deadlines to postmark Requests for Exclusion, objections to the Settlement Agreement, or
3 Workweek Disputes, and with the Court’s permission, a Final Approval/Settlement Fairness
4 Hearing will be conducted to determine the Final Approval of the Settlement Agreement along
5 with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys’
6 Fees and Costs; (c) the Class Representative Enhancement Payments; and (d) the Settlement
7 Administration Costs. Class Counsel will be responsible for drafting all documents necessary to
8 obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement
9 Agreement as to all of the Action, or the entry of any Order by another Court with regard to any
10 of the Action which has the effect of modifying material terms of this Agreement or preventing
11 the full and complete approval of the Settlement Agreement as written and agreed to by the
12 Parties, will result in this Agreement and all obligations under this Agreement being null and
13 void. Defendants agree they shall not oppose the granting of the Motion for Final Approval,
14 provided Defendants have not exercised their right to rescind pursuant to the terms of this
15 Agreement.

16 74. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
17 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
18 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
19 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
20 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
21 may be appropriate under court rules or as set forth in this Settlement.

22 75. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
23 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
24 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

25 76. Entire Agreement: This Settlement Agreement and any attached Exhibits
26 constitute the entirety of the Parties’ settlement terms. No other prior or contemporaneous written
27 or oral agreements may be deemed binding on the Parties.

28 77. Amendment or Modification: Subject to the Court’s approval, this Settlement

1 Agreement may be amended or modified only by a written instrument signed by all Parties or
2 their successors-in-interest.

3 78. Binding on Successors and Assigns: This Settlement Agreement will be binding
4 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
5 defined.

6 79. California Law Governs: All terms of this Settlement Agreement and Exhibits
7 hereto will be governed by and interpreted according to the laws of the State of California.

8 80. Execution and Counterparts: This Settlement Agreement is subject only to the
9 execution of all Parties. However, the Settlement Agreement may be executed in one or more
10 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
11 of the signature page, will be deemed to be one and the same instrument provided that counsel
12 for the Parties will exchange among themselves original signed counterparts.

13 81. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
14 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
15 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
16 litigation, taking into account all relevant factors, present and potential. The Parties further
17 acknowledge that they are each represented by competent counsel and that they have had an
18 opportunity to consult with their counsel regarding the fairness and reasonableness of this
19 Settlement.

20 82. Invalidity of Any Provision: Before declaring any provision of this Agreement
21 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
22 consistent with applicable precedents so as to define all provisions of this Agreement valid and
23 enforceable.

24 83. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
25 class certification for purposes of this Settlement only; except, however, that either party may
26 appeal any court order that materially alters the Settlement Agreement's terms.

27 84. Class Action Certification for Settlement Purposes Only: The Parties agree to
28 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the

1 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
2 that certification for purposes of the Settlement is not an admission that class action certification
3 is proper under the standards applied to contested certification motions and that this Agreement
4 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
5 should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than
6 according to the Settlement's terms.

7 85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
8 dispute that has arisen between them and to avoid the burden, expense and risk of continued
9 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
10 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
11 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
12 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
13 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
14 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
15 as an admission or concession by Defendants of any such violations or failures to comply with
16 any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement,
17 this Agreement and its terms and provisions shall not be offered or received as evidence in any
18 action or proceeding to establish any liability or admission on the part of Defendants or to
19 establish the existence of any condition constituting a violation of, or a non-compliance with,
20 federal, state, local or other applicable law.

21 86. Captions: The captions and section numbers in this Agreement are inserted for the
22 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
23 provisions of this Agreement.

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

28 88. Dispute About Terms: Should a dispute arise about the terms of this Agreement,

such disputes shall be submitted to Monique Ngo-Bonnici for consultation.

89. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

91. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement.

92. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

93. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their Counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any settlement agreement waivers, *Pick-Up Stix* agreements, or arbitration agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

94. Confidentiality: The Parties and their Counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs, Class Counsel, Defendants and their Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

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

Dated: 8/10/2023 _____

PLAINTIFF

DocuSigned by:

By: _____


2BEDA66D747E410...
Yoxy Jurado

Dated: _____

PLAINTIFF

By: _____
Hector Chavez

Dated: _____

DEFENDANT

AEQUOR HEALTHCARE SERVICES, LLC

By: _____

Name: _____

Title: _____

94. **Confidentiality:** The Parties and their Counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs, Class Counsel, Defendants and their Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

95. **Binding Agreement:** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

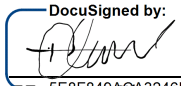
Dated: _____

PLAINTIFF

By: _____
Yoxy Jurado

8/10/2023
Dated: _____

PLAINTIFF

By:  _____
Hector Chavez

Dated: _____

DEFENDANT

AEQUOR HEALTHCARE SERVICES, LLC

By: _____

Name: _____

Title: _____

94. **Confidentiality:** The Parties and their Counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs, Class Counsel, Defendants and their Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

95. **Binding Agreement:** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

Dated: _____

PLAINTIFF

By: _____
Yoxy Jurado

Dated: _____

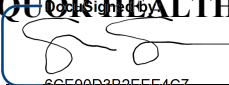
PLAINTIFF

By: _____
Hector Chavez

Dated: 8/11/2023

DEFENDANT

AEQUOR HEALTHCARE SERVICES, LLC

By:  _____
6CE90D3B2EEE467...

Name: Steven Saslona

Title: Chief Financial Officer

Dated: 8/11/2023

DEFENDANT

AQUOR HEALTHCARE SERVICES, INC.

By: 
6CE90D3B2EEE4C7...

Name: Steven Saslona

Title: Chief Financial Officer

Dated: 8/11/2023

DEFENDANT

THERAPY STAFF, LLC

By: 
6CE90D3B2EEE4C7...

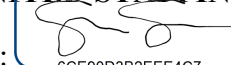
Name: Steven Saslona

Title: Chief Financial Officer

Dated: 8/11/2023

DEFENDANT

UNITED STAFFING SOLUTIONS, INC.

By: 
6CE90D3B2EEE4C7...

Name: Steven Saslona

Title: Chief Financial officer

APPROVED AS TO FORM

Dated: _____

PROTECTION LAW GROUP, LLP

By: _____

Heather Davis

Amir Nayebdadash

Attorneys for Plaintiffs

YOXY JURADO and HECTOR
CHAVEZ

1 Dated: _____

DEFENDANT

AEQUOR HEALTHCARE SERVICES, INC.

3 By: _____

4 Name: _____

5 Title: _____

7 Dated: _____

DEFENDANT

THERAPY STAFF, LLC

9 By: _____

10 Name: _____

11 Title: _____

13 Dated: _____

DEFENDANT

UNITED STAFFING SOLUTIONS, INC.

15 By: _____

16 Name: _____

17 Title: _____

19 **APPROVED AS TO FORM**

21 Dated: 8/10/2023

PROTECTION LAW GROUP, LLP

22 By: _____

Heather Davis

Amir Nayebdadash

Attorneys for Plaintiffs

YOXY JURADO and HECTOR
CHAVEZ

Dated: _____

BARNES & THORNBURG, LLP

By: Scott J. Witlin

Scott J. Witlin
Mark W. Wallin
Caroline C. Dickey
Attorneys for Defendants
AEQUOR HEALTHCARE SERVICES, LLC;
AEQUOR HEALTHCARE SERVICES, INC.;
and THERAPY STAFF, LLC

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jurado, et al. v. Aequor Healthcare Services, LLC, et al.
Los Angeles County Superior Court, Case No. 21STCV06001

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former hourly-paid, non-exempt employees of Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. who were employed by Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. in the state of California for claims arising in California at any time between February 11, 2017, and August 21, 2023.

BASIC INFORMATION

1. What Is This Settlement About?

On February 11, 2017, Plaintiff Yoxy Jurado filed a class action lawsuit against Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., and Therapy Staff, LLC, currently pending in the Los Angeles County Superior Court, Case No. 21STCV06001 (the “Class Action”). On April 15, 2021, Plaintiff Jurado filed a separate lawsuit under the Private Attorneys General Act of 2004 (“PAGA”) against Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., and Therapy Staff, LLC in the Los Angeles County Superior Court, Case No. 21STCV14349 (the “PAGA Action”). On April 19, 2022, Plaintiff Jurado amended her complaint in the Class Action to add Plaintiff Hector Chavez and his cause of action under the PAGA. Together, the Class Action and the PAGA Action are referred to in this notice as “the Lawsuit”.

On July 17, 2023, a Second Amended Complaint was filed in the Class Action to consolidate claims in the Lawsuit and add United Staffing Solutions, Inc. as a named defendant. Plaintiffs Yoxy Jurado and Hector Chavez are collectively referred to as the “Plaintiffs”. Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. are collectively referred to as the “Defendants”.

The Lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs allege that Defendants failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to PAGA. The Lawsuit claims that the Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, penalties, and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (in this case, Yoxy Jurado and Hector

Chavez) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court (“Court”) is in charge of this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a settlement, which is memorialized in the Amended Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”).

On [date of preliminary approval], the Court granted preliminary approval of the Settlement, appointed Plaintiffs Yoxy Jurado and Hector Chavez as the Class Representatives, and appointed their attorneys at Protection Law Group, LLP as counsel for the Class (“Class Counsel”). The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendants as an hourly-paid, non-exempt employee in the State of California for claims arising at Defendants’ California locations at any time between February 11, 2017, and August 21, 2023 (the “Class Period”). In the event that any Class Member has claims which arose from work performed at a location outside of California, those claims are not released.

You are part of the Settlement, and a PAGA Member, if you were employed by Defendants as an hourly-paid, non-exempt employee in the State of California for claims arising at Defendants’ California locations at any time between February 4, 2021, and August 21, 2023 (the “PAGA Period”). In the event that any PAGA Member has claims which arose from work performed at a location outside of California, those claims are not released.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendants will pay a maximum amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Four Hundred Thirty-Seven Thousand Five Hundred Dollars (\$437,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Enhancement Payment to the Class Representatives** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each for Plaintiffs Jurado and Chavez (total of \$15,000.00);

- D. **Settlement Administration Costs** in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00); and
- E. **PAGA Payment** in the amount of One Hundred Thousand Dollars (\$100,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$75,000.00) shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$25,000.00) will be distributed to PAGA Members.

The amount you are eligible to receive from the Settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendants between February 11, 2017, and August 21, 2023 (“Workweeks”) at Defendants’ California locations. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages; forty percent (40%) shall be allocated as interest; and forty percent (40%) shall be allocated as penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on a W-2 Form. Both employee and employer-side payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee’s wages and will be reported on an IRS Form 1099.

You worked XXX Workweeks during the Class Period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any, required tax withholdings, and the terms of the Court’s final order approving the Settlement.

You worked XXX Workweeks during the PAGA Period. Your estimated share of the PAGA Payment is \$XXX.XX.

The Individual Settlement Payment was determined based on Defendants’ records of your employment between February 11, 2017, and August 21, 2023, and is presumed correct. The PAGA Payment was determined based on Defendants’ records of your employment between February 4, 2021, and August 21, 2023. If you dispute the accuracy of Defendants’ records as to the number of weeks worked during the Class Period or PAGA Period at Defendants’ California locations, provide any documentation you have supporting such dispute by [RESPONSE DEADLINE]. All disputes regarding your Workweeks will be resolved and decided by the Settlement Administrator subject to review by the Court. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No.]
[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid request for exclusion will release the “Released Parties” from the “Released Class Claims” that arose during the “Class Period.”

The “Released Parties” include Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc., and any related entities, and their directors, officers, members, and investors.

The “Released Class Claims” include all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Operative Complaint in this Action including the following claims: (i) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7 and 512); (ii) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7); (iii) failure to pay all regular wages, minimum wages and overtime wages due (Labor Code §§ 510, 1194, 1197, 1197.1, 1198); (iv) willful failure to pay wages (Labor Code §§ 204, 221); (v) failure to provide itemized wage statements (Labor Code §§ 226, 1174); (vi) failure to pay timely wages at time of termination or resignation (Labor Code §§ 201, 202, 203); (vii) failure to reimburse for necessary business expenditures (Labor Code §§ 2800, 2802); and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint.

The “Class Period” during which the release of Released Class Claims pertains is from February 11, 2017, and August 21, 2023.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a Request for Exclusion Form.

The “Released PAGA Claims” means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notices provided to the LWDA and in the Operative Complaint for the PAGA Period.

The “PAGA Period” during which the release of the Released PAGA Claims pertain is from February 4, 2021, to August 21, 2023.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims (other than those which arise under the Private Attorneys General Act (California Labor Code sections 2698, *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to the PAGA claim.

8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the Class Settlement, you must submit a written request for exclusion to the Settlement Administrator by no later than **[RESPONSE DEADLINE]**. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your

request for exclusion must also include a statement that you do not wish to be included in this action. There is no specific language required to opt-out, but you may state something similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Jurado v. Aequor Health Services, LLC*. I understand that by excluding myself I will not receive money from the class settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by **[RESPONSE DEADLINE]**. You cannot exclude yourself by phone.

[Settlement Administrator]
[Address]
[Telephone No.]
[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims (except for Released PAGA Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)).

If you ask to be excluded, you may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Class Claims (except for Released PAGA Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698, *et seq.*)).

9. If I Don’t Exclude Myself, Can I Sue Defendants For The Same Thing Later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and the other Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between February 4, 2021, and August 21, 2023 you will still receive a share of the PAGA Payment as an opt-out request does not apply to the PAGA claim.

THE LAWYERS REPRESENTING THE PROPOSED CLASS

11. Do I Have A Lawyer In This Case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firm’s contact information are as follows:

PROTECTION LAW GROUP, LLP
Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$[35% of the Gross Settlement Amount] and reimbursement of litigation costs/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [RESPONSE DEADLINE]. Your objection must include (i) your full name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All objections shall be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], at the Los Angeles County Superior Court located at 312 N. Spring Street, Los Angeles, California 90012 in Department 1.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend either virtually, in person or through your own attorney at this hearing. For information on how to access a hearing virtually, please visit the Court's website at <http://www.lacourt.org/> and click on "Online Services" or visit LA Court Connect's webpage directly at <https://my.lacourt.org/laccwelcome> and click on "Civil."

Please note that face masks are strongly recommended inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance. Please check the Court's website at <https://www.lacourt.org> for current social distancing procedures for attending the hearing should you wish to do so.

The Final Approval Hearing may be postponed without further notice to Settlement Class members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at (<http://.com>).

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at [www. .com](http://.com).

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the other Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via https://www.sco.ca.gov/upd_msg.html.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012, during regular court hours. For more information on how to view the file online, request a copy of the file to be mailed to you, or viewing the filing in person, please visit the Court's website at <http://www.lacourt.org>, and click on "Online Services", "Case Document Images - Civil", and follow the instructions on creating an online account.

You can also get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [www. .com](http://.com) or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What If My Contact Information Changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

Exhibit 7

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jurado, et al. v. Aequor Healthcare Services, LLC, et al.
Los Angeles County Superior Court, Case No. 21STCV06001

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former hourly-paid, non-exempt employees of Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. who were employed by Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. in the state of California for claims arising in California at any time between February 11, 2017, and ~~DATE~~ **August 21, 2023**.

BASIC INFORMATION

1. What Is This Settlement About?

On February 11, 2017, Plaintiff Yoxy Jurado filed a class action lawsuit against Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., and Therapy Staff, LLC, currently pending in the Los Angeles County Superior Court, Case No. 21STCV06001 (the “Class Action”). On April 15, 2021, Plaintiff Jurado filed a separate lawsuit under the Private Attorneys General Act of 2004 (“PAGA”) against Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., and Therapy Staff, LLC in the Los Angeles County Superior Court, Case No. 21STCV14349 (the “PAGA Action”). On April 19, 2022, Plaintiff Jurado amended her complaint in the Class Action to add Plaintiff Hector Chavez and his cause of action under the PAGA. Together, the Class Action and the PAGA Action are referred to in this notice as “the Lawsuit”.

On ~~July 17, 2023~~, **July 17, 2023**, a Second Amended Complaint was filed in the Class Action to consolidate claims in the Lawsuit and add United Staffing Solutions, Inc. as a named defendant. Plaintiffs Yoxy Jurado and Hector Chavez are collectively referred to as the “Plaintiffs”. Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. are collectively referred to as the “Defendants”.

The Lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs allege that Defendants failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to PAGA. The Lawsuit claims that the Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, penalties, and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (in this case, Yoxy Jurado and Hector

Chavez) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court (“Court”) is in charge of this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a settlement, which is memorialized in the Amended Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”).

On [date of preliminary approval], the Court granted preliminary approval of the Settlement, appointed Plaintiffs Yoxy Jurado and Hector Chavez as the Class Representatives, and appointed their attorneys at Protection Law Group, LLP as counsel for the Class (“Class Counsel”). The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendants as an hourly-paid, non-exempt employee in the State of California for claims arising at Defendants’ California locations at any time between February 11, 2017, and [DATE]August 21, 2023 (the “Class Period”). In the event that any Class Member has claims which arose from work performed at a location outside of California, those claims are not released.

You are part of the Settlement, and a PAGA Member, if you were employed by Defendants as an hourly-paid, non-exempt employee in the State of California for claims arising at Defendants’ California locations at any time between February 4, 2021, and [DATE]August 21, 2023 (the “PAGA Period”). In the event that any PAGA Member has claims which arose from work performed at a location outside of California, those claims are not released.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendants will pay a maximum amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Four Hundred Thirty-Seven Thousand Five Hundred Dollars (\$437,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Enhancement Payment to the Class Representatives** in an amount not to exceed Seven Thousand Five

Hundred Dollars (\$7,500.00) each for Plaintiffs Jurado and Chavez (total of \$15,000.00);

D. **Settlement Administration Costs** in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00); and

E. **PAGA Payment** in the amount of One Hundred Thousand Dollars (\$100,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$75,000.00) shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$25,000.00) will be distributed to PAGA Members.

The amount you are eligible to receive from the Settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendants between February 11, 2017, and [DATE] August 21, 2023 (“Workweeks”) at Defendants’ California locations. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages; forty percent (40%) shall be allocated as interest; and forty percent (40%) shall be allocated as penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on a W-2 Form. Both employee and employer-side payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee’s wages and will be reported on an IRS Form 1099.

You worked XXX Workweeks during the Class Period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any, required tax withholdings, and the terms of the Court’s final order approving the Settlement.

You worked XXX Workweeks during the PAGA Period. Your estimated share of the PAGA Payment is \$XXX.XX.

~~This Amount~~ Individual Settlement Payment was determined based on Defendants’ records of your employment between February 11, 2017, and [DATE] August 21, 2023, and is presumed correct. The PAGA Payment was determined based on Defendants’ records of your employment between February 4, 2021, and August 21, 2023. If you dispute the accuracy of Defendants’ records as to the number of weeks worked during the Class Period or PAGA Period at Defendants’ California locations, provide any documentation you have supporting such dispute by [RESPONSE DEADLINE]. All disputes regarding your Workweeks will be resolved and decided by the Settlement Administrator subject to review by the Court. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No.]
[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid request for exclusion will release the “Released Parties” from the “Released Class Claims” that arose during the “Class Period.”

The “Released Parties” include Defendants Aequer Healthcare Services, LLC, Aequer Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc., and any related entities, and their directors, officers, members, and investors.

The “Released Class Claims” include all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Operative Complaint in this Action including the following claims: (i) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7 and 512); (ii) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7); (iii) failure to pay all regular wages, minimum wages and overtime wages due (Labor Code §§ 510, 1194, 1197, 1197.1, 1198); (iv) willful failure to pay wages (Labor Code §§ 204, 221); (v) failure to provide itemized wage statements (Labor Code §§ 226, 1174); (vi) failure to pay timely wages at time of termination or resignation (Labor Code §§ 201, 202, 203); (vii) failure to reimburse for necessary business expenditures (Labor Code §§ 2800, 2802); and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint.

The “Class Period” during which the release of Released Class Claims pertains is from February 11, 2017, and ~~{DATE}~~ August 21, 2023.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a Request for Exclusion Form.

The “Released PAGA Claims” means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notices provided to the LWDA and in the Operative Complaint for the PAGA Period.

The “PAGA Period” during which the release of the Released PAGA Claims pertain is from February 4, 2021, to August 21, 2023.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims (other than those which arise under the Private Attorneys General Act (California Labor Code sections 2698, *et seq.*), then you must submit at the 1-“Request for eExclusion Form” accompanying this Notice in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to the PAGA claim.

8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the Class Settlement, you must submit a written request for exclusion to the Settlement Administrator by no later than [RESPONSE DEADLINE]. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must also include a statement that you do not wish to be included in this action. There is no specific language required to opt-out, but you may state something similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Jurado v. Aequor Health Services, LLC*. I understand that by excluding myself I will not receive money from the class settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [RESPONSE DEADLINE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims (except for Released PAGA Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)).

If you ask to be excluded, you may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Class Claims (except for Released PAGA Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698, *et seq.*)).

9. If I Don't Exclude Myself, Can I Sue Defendants For The Same Thing Later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and the other Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between February 4, 2021, and [DATE] August 21, 2023 you will still receive a share of the PAGA Payment as an opt-out request does not apply to the PAGA claim.

THE LAWYERS REPRESENTING THE PROPOSED CLASS

11. Do I Have A Lawyer In This Case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firm's contact information are as follows:

PROTECTION LAW GROUP, LLP

Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street

El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$[35% of the Gross Settlement Amount] and reimbursement of litigation costs/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [RESPONSE DEADLINE]. Your objection must include (i) your full name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All objections shall be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], at the Los Angeles County Superior Court located at 312 N. Spring Street, Los Angeles, California 90012 in Department 1.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend either virtually, in person or through your own attorney at this hearing. For information on how to access a hearing virtually, please visit the Court's website at <http://www.lacourt.org/> and click on "Online Services" or visit LA Court Connect's webpage directly at <https://my.lacourt.org/laccwelcome> and click on "Civil."

Please note that face masks are strongly recommended inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance. Please check the Court's website at <https://www.lacourt.org> for current social distancing procedures for attending the hearing should you wish to do so.

The Final Approval Hearing may be postponed without further notice to Settlement Class members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at <http://.com>.

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at [www. .com](http://.com).

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the other Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via https://www.sco.ca.gov/upd_msg.html.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012, during regular court hours. For more information on how to view the file online, request a copy of the file to be mailed to you, or viewing the filing in person, please visit the Court's website at <http://www.lacourt.org>, and click on "Online Services", "Case Document Images - Civil", and follow the instructions on creating an online account.

You can also get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www. .com or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What If My Contact Information Changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

Exhibit 8

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jurado, et al. v. Aequor Healthcare Services, LLC, et al.
Los Angeles County Superior Court, Case No. 21STCV06001

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To: All current and former hourly-paid, non-exempt employees of Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. who were employed by Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. in the state of California for claims arising in California at any time between February 11, 2017, and August 21, 2023.

BASIC INFORMATION

1. What Is This Settlement About?

On February 11, 2017, Plaintiff Yoxy Jurado filed a class action lawsuit against Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., and Therapy Staff, LLC, currently pending in the Los Angeles County Superior Court, Case No. 21STCV06001 (the “Class Action”). On April 15, 2021, Plaintiff Jurado filed a separate lawsuit under the Private Attorneys General Act of 2004 (“PAGA”) against Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., and Therapy Staff, LLC in the Los Angeles County Superior Court, Case No. 21STCV14349 (the “PAGA Action”). On April 19, 2022, Plaintiff Jurado amended her complaint in the Class Action to add Plaintiff Hector Chavez and his cause of action under the PAGA. Together, the Class Action and the PAGA Action are referred to in this notice as “the Lawsuit”.

On July 17, 2023, a Second Amended Complaint was filed in the Class Action to consolidate claims in the Lawsuit and add United Staffing Solutions, Inc. as a named defendant. Plaintiffs Yoxy Jurado and Hector Chavez are collectively referred to as the “Plaintiffs”. Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc. are collectively referred to as the “Defendants”.

The Lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiffs allege that Defendants failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to PAGA. The Lawsuit claims that the Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to damages, penalties, and restitution. Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the Lawsuit.

2. Why Is This A Class Action?

In a class action, one or more people called the Class Representative (in this case, Yoxy Jurado and Hector

Chavez) sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, the court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Los Angeles County Superior Court (“Court”) is in charge of this class action.

3. Why Is There A Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to a settlement, which is memorialized in the Amended Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”).

On [date of preliminary approval], the Court granted preliminary approval of the Settlement, appointed Plaintiffs Yoxy Jurado and Hector Chavez as the Class Representatives, and appointed their attorneys at Protection Law Group, LLP as counsel for the Class (“Class Counsel”). The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How Do I Know If I Am Part Of The Settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendants as an hourly-paid, non-exempt employee in the State of California for claims arising at Defendants’ California locations at any time between February 11, 2017, and August 21, 2023 (the “Class Period”). In the event that any Class Member has claims which arose from work performed at a location outside of California, those claims are not released.

You are part of the Settlement, and a PAGA Member, if you were employed by Defendants as an hourly-paid, non-exempt employee in the State of California for claims arising at Defendants’ California locations at any time between February 4, 2021, and August 21, 2023 (the “PAGA Period”). In the event that any PAGA Member has claims which arose from work performed at a location outside of California, those claims are not released.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What Does The Settlement Provide?

The Settlement provides that Defendants will pay a maximum amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Four Hundred Thirty-Seven Thousand Five Hundred Dollars (\$437,500.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000.00);
- C. **Enhancement Payment to the Class Representatives** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each for Plaintiffs Jurado and Chavez (total of \$15,000.00);

- D. **Settlement Administration Costs** in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00); and
- E. **PAGA Payment** in the amount of One Hundred Thousand Dollars (\$100,000.00) for the settlement of claims arising under PAGA. Seventy-Five percent (75%) of this amount (\$75,000.00) shall be paid to the Labor and Workforce Development Agency (“LWDA”). The remaining twenty-five percent (25%) of this amount (\$25,000.00) will be distributed to PAGA Members.

The amount you are eligible to receive from the Settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendants between February 11, 2017, and August 21, 2023 (“Workweeks”) at Defendants’ California locations. Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Settlement Payment will be apportioned as twenty percent (20%) wages; forty percent (40%) shall be allocated as interest; and forty percent (40%) shall be allocated as penalties. The wage portion of the Individual Settlement Payment will be subject to tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and will be reported on a W-2 Form. Both employee and employer-side payroll taxes on the wage portion of Individual Settlement Payments shall be deducted from the Net Settlement Amount. The penalties and interest portions of each Class Member’s settlement payment shall be subject to all authorized and required withholdings other than the tax withholdings customarily made to an employee’s wages and will be reported on an IRS Form 1099.

You worked XXX Workweeks during the Class Period. Your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any, required tax withholdings, and the terms of the Court’s final order approving the Settlement.

You worked XXX Workweeks during the PAGA Period. Your estimated share of the PAGA Payment is \$XXX.XX.

The Individual Settlement Payment was determined based on Defendants’ records of your employment between February 11, 2017, and August 21, 2023, and is presumed correct. The PAGA Payment was determined based on Defendants’ records of your employment between February 4, 2021, and August 21, 2023. If you dispute the accuracy of Defendants’ records as to the number of weeks worked during the Class Period or PAGA Period at Defendants’ California locations, provide any documentation you have supporting such dispute by [RESPONSE DEADLINE]. All disputes regarding your Workweeks will be resolved and decided by the Settlement Administrator subject to review by the Court. The Settlement Administrator’s contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No.]
[Fax No.]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How Can I Get A Payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What Am I Giving Up If I Do Not Request To Be Excluded From The Settlement?

Upon the complete funding of the Gross Settlement Amount, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely, valid request for exclusion will release the “Released Parties” from the “Released Class Claims” that arose during the “Class Period.”

The “Released Parties” include Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc., and any related entities, and their directors, officers, members, and investors.

The “Released Class Claims” include all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Operative Complaint in this Action including the following claims: (i) failure to provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7 and 512); (ii) failure to provide rest periods or compensation in lieu thereof (Labor Code § 226.7); (iii) failure to pay all regular wages, minimum wages and overtime wages due (Labor Code §§ 510, 1194, 1197, 1197.1, 1198); (iv) willful failure to pay wages (Labor Code §§ 204, 221); (v) failure to provide itemized wage statements (Labor Code §§ 226, 1174); (vi) failure to pay timely wages at time of termination or resignation (Labor Code §§ 201, 202, 203); (vii) failure to reimburse for necessary business expenditures (Labor Code §§ 2800, 2802); and (viii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint.

The “Class Period” during which the release of Released Class Claims pertains is from February 11, 2017, and August 21, 2023.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all Released Class Claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a Request for Exclusion Form.

The “Released PAGA Claims” means all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notices provided to the LWDA and in the Operative Complaint for the PAGA Period.

The “PAGA Period” during which the release of the Released PAGA Claims pertain is from February 4, 2021, to August 21, 2023.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims (other than those which arise under the Private Attorneys General Act (California Labor Code sections 2698, *et seq.*), then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to the PAGA claim.

8. How Can I Not Participate In The Settlement?

If you do not wish to take part in the Class Settlement, you must submit a written request for exclusion to the Settlement Administrator by no later than **[RESPONSE DEADLINE]**. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your

request for exclusion must also include a statement that you do not wish to be included in this action. There is no specific language required to opt-out, but you may state something similar to the following: “I wish to exclude myself from the class action settlement reached in the matter of *Jurado v. Aequor Health Services, LLC*. I understand that by excluding myself I will not receive money from the class settlement.”

The written request for exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by **[RESPONSE DEADLINE]**. You cannot exclude yourself by phone.

[Settlement Administrator]
[Address]
[Telephone No.]
[Fax No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims (except for Released PAGA Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698 *et seq.*)).

If you ask to be excluded, you may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Class Claims (except for Released PAGA Claims that arise under the Private Attorneys General Act (California Labor Code sections 2698, *et seq.*)).

9. If I Don’t Exclude Myself, Can I Sue Defendants For The Same Thing Later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and the other Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I Exclude Myself, Can I Get Money From This Settlement?

No. You will not receive money from the Net Settlement Amount. If you worked between February 4, 2021, and August 21, 2023 you will still receive a share of the PAGA Payment as an opt-out request does not apply to the PAGA claim.

THE LAWYERS REPRESENTING THE PROPOSED CLASS

11. Do I Have A Lawyer In This Case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firm’s contact information are as follows:

PROTECTION LAW GROUP, LLP
Heather Davis, Esq.
Amir Nayebdadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$[35% of the Gross Settlement Amount] and reimbursement of litigation costs/expenses of up to \$30,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [RESPONSE DEADLINE]. Your objection must include (i) your full name, current address, and signature; (ii) a clear reference to the Lawsuit; and (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Settlement. All objections shall be signed by the objecting Class Member or the Class Member's legally authorized representative. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], at the Los Angeles County Superior Court located at 312 N. Spring Street, Los Angeles, California 90012 in Department 1.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I Have To Come To The Hearing?

No. If you agree to the Settlement, you do not have to come to Court to talk about it. However, you may attend either virtually, in person or through your own attorney at this hearing. For information on how to access a hearing virtually, please visit the Court's website at <http://www.lacourt.org/> and click on "Online Services" or visit LA Court Connect's webpage directly at <https://my.lacourt.org/laccwelcome> and click on "Civil."

Please note that face masks are strongly recommended inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance. Please check the Court's website at <https://www.lacourt.org> for current social distancing procedures for attending the hearing should you wish to do so.

The Final Approval Hearing may be postponed without further notice to Settlement Class members. Any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at (<http://.com>).

16. How Will I Learn If The Settlement Was Approved?

A notice of final judgment will be posted on the Settlement Administrator's website located at [www. .com](http://.com).

IF YOU DO NOTHING

17. What Happens If I Do Nothing At All?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the other Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there via https://www.sco.ca.gov/upd_msg.html.

GETTING MORE INFORMATION

18. How Do I Get More Information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012, during regular court hours. For more information on how to view the file online, request a copy of the file to be mailed to you, or viewing the filing in person, please visit the Court's website at <http://www.lacourt.org>, and click on "Online Services", "Case Document Images - Civil", and follow the instructions on creating an online account.

You can also get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [www. .com](http://.com) or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What If My Contact Information Changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR
THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.**

Exhibit 9

From: [DIR PAGA Unit](#)
To: [Priscilla Gamino](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, August 11, 2023 5:18:36 PM

08/11/2023 05:18:18 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm