

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Agreement”) is made by and between, on the one hand, Plaintiff Sharae Massey (“**Plaintiff**” or “**Class Representative**”) and, on the other, Defendant Star Nursing, Inc. d/b/a Star Nursing (“**Defendant**”) (Plaintiff and Defendant collectively “**the Parties**”). The Parties hereby agree to the following Settlement, which if approved by the Court resolves the pending case: *Sharae Massey v. Star Nursing, Inc.*, Case No. 5:21-cv-01482-EJD, currently pending in the United States District Court, Northern District of California (the “**Action**” or “**Lawsuit**”).

I. DEFINITIONS

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

A. “**Class**” and “**Collective**” means:

All non-exempt hourly employees employed by Defendant in California who, at any time during the Settlement Class Period, worked one or more workweeks in which they were paid overtime and received a stipend.

B. “**Class Counsel**” means Hayes Pawlenko LLP.

C. “**Class Counsel Fees Payment**” and “**Class Counsel Litigation Expenses Payment**” mean the amounts awarded to Class Counsel by the Court to compensate them for, respectively, their attorneys’ fees and litigation expenses incurred in connection with the Lawsuit, including their pre-filing investigation, their filing of the Lawsuit and all related litigation activities, this Settlement, and all post-Settlement compliance and approval procedures.

D. “**Class Member**” is any non-exempt hourly employee who was employed by Defendant in the State of California and who, at any time during the Settlement Class Period, worked one or more workweeks in which he or she was paid overtime and received a stipend.

E. “**Class Notice**” means the written notice to be provided to the Class and Collective advising them of this Settlement, which will be submitted to the Court for approval along with the Motion for Preliminary Approval.

F. “**Class Notice Packet**” means the Class Notice, Exclusion Form, and FLSA Opt-In Form.

G. “**Class Payment**” means ninety-five percent (95%) of each Class Member’s Settlement Share that will automatically be distributed to each Participating Class Member without the need for making a claim.

H. “**Class Representative Payment**” means the payments made to Plaintiff of up to Five Thousand Dollars (\$5,000) in her capacity as Class Representative to

compensate her for initiating the Lawsuit, performing work in support of the Lawsuit, and undertaking the risk of liability for attorneys' fees and expenses in the event they were unsuccessful in the prosecution of the Lawsuit.

- I. **"Defense Counsel"** means Weintraub Tobin Chediak Coleman Grodin Law Corporation.
- J. **"Court"** means the United States District Court, Northern District of California.
- K. **"Defendant"** means Star Nursing, Inc.
- L. **"Effective Date"** of this Settlement shall mean seven (7) calendar days after the Final Approval Order has been entered and the time for filing an appeal of the Final Approval Order has elapsed with no appeal or writ contesting the Final Approval Order having been taken. If any appeal or writ has been filed contesting this Settlement and/or the Final Approval Order, then the date which is thirty (30) days after any appeal opposing or contesting this Settlement and/or Final Approval Order has been dismissed finally and conclusively with no right to pursue similar remedies or relief, or any appeal has been resolved to uphold the Final Approval Order.
- M. **"Exclusion Form"** means the form by which a Class Member may elect to exclude themselves from the Settlement.
- N. **"Final Approval Hearing"** means the Hearing to be conducted by the Court to determine whether to finally approve and implement the terms of this Agreement.
- O. **"Gross Settlement Amount" or "GSA"** means the amount of Seven Hundred Thousand Dollars (\$700,000.00). The Gross Settlement Amount, in addition to its share of any payroll taxes, is the maximum total amount that Defendant is obligated to pay for any and all purposes under this Agreement, inclusive of attorneys' fees and litigation costs, third party settlement administration fees, PAGA Payment, all payments to the Settlement Class, and Class Representative Payment.
- P. **"Final Approval Order"** means an order finally and unconditionally granting final approval of this Settlement Agreement, entering final judgment with respect to the Lawsuit, and authorizing payments to the Settlement Administrator, the Participating Class Members, Plaintiff, the LWDA, and Class Counsel as provided in this Agreement.
- P. **"FLSA Claim Payment"** means the five percent (5%) of each Class Member's Settlement Share that will be distributed to those Participating Class Members who timely sign and return a FLSA Opt-In Form.
- Q. **"FLSA Opt-In Form"** means the form by which a Class Member may opt-in to the Released FLSA Claims and thereby receive a FLSA Claim Payment.
- R. **"Net Settlement Amount"** means the Gross Settlement Amount of Seven Hundred Thousand Dollars (\$700,000.00) to be paid by Defendant pursuant to this

Settlement, less (i) the Class Representative Payment approved by the Court; (ii) the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment approved by the Court; (iii) the portion of the PAGA Payment payable to the LWDA as described in this Agreement; and (iv) the Settlement Administrator's reasonable fees and expenses, as described in this Agreement and approved by the Court.

- S. **“Non-Participating Class Member”** means a Class Member who submits a valid and timely Election Not to Participate in this Settlement.
- T. **“PAGA Payment”** refers to the payment of \$50,000 from the Gross Settlement Amount that is allocated to the resolution of claims asserted under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code §§ 2698, *et seq.*, “PAGA”). Of this \$50,000 payment, seventy-five percent (75%) is payable to the LWDA and the remaining twenty-five percent (25%) will be distributed to Participating Class Members as part of the Net Settlement Amount.
- U. **“Participating Class Member”** means a Class Member who does not submit a valid and timely Election Not to Participate in this Settlement.
- V. **“Preliminary Approval of the Settlement”** means the Court's Order preliminarily approving the Settlement.
- W. **“Released Non-FLSA Claims”** means, for each Participating Class Member regardless of whether he or she returns a FLSA opt-in form, any and all non-FLSA lawsuits, arbitrations, causes of action, complaints, obligations, duties, agreements, promises, damages, costs, penalties, interest, fees (including without limitation attorney's fees), losses, expenses, debts, demands, liabilities, or claims asserted in the Lawsuit (included but not limited to alleged violations of California Labor Code sections 201, 203, 510, 1194, and 2698 *et seq.*, and California Business & Professions Code section 17200, *et seq.*), or that could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the operative Complaint in this Lawsuit, including, without limitation, claims for unpaid wages, waiting time penalties, untimely payment of wages, wage statements, business expense reimbursement, unlawful deductions from wages, derivative claims including unfair business practices, and any and all penalties, interest and attorneys' fees and costs for such claims.
- X. **“Released FLSA Claims”** means, for each Participating Class Member who timely returns a FLSA opt-in form, all FLSA claims that are alleged in the operative Complaint on file in this Lawsuit, and all FLSA claims that could have been asserted under the FLSA based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the operative Complaint in this Lawsuit, including, without limitation, claims for unpaid wages, liquidated damages, record keeping violations, and any and all penalties, interest and attorneys' fees and costs for such claims.

- Y. **“Released Parties”** means Defendant, its parents and all of its subsidiaries, related, and affiliated entities (including but not limited to Star Nursing Services, Inc., Star Nursing Agency, Inc., and Star Nursing Partners, LLC) and each of their respective past and present employees, officers, directors, administrators, staff, attorneys, owners, shareholders, members, partners, insurers, benefit plan fiduciaries and agents, and all of their respective successors and assigns including but not limited to all applicable entities, facilities, nursing homes and/or care centers listed in **Exhibit A**, where Participating Class Members performed staffing services as employees and/or co-employees of Defendant.
- Z. **“Settlement”** means the disposition of the Lawsuit and all related claims as detailed in, and to be effectuated by, this Agreement.
- AA. **“Settlement Administrator”** means the responsible settlement administrator proposed by the Parties and appointed by the Court to provide notice of this proposed Class Action Settlement to the Class and to perform other related functions to administer the Settlement as described herein. The Parties agree to propose the utilization of CPT Group, Inc. as the responsible settlement administrator.
- BB. **“Settlement Class Period”** or **“Class Period”** means the period of time from March 2, 2017 through the date the Court enters an Order granting preliminary approval of the settlement.
- CC. **“Settlement Share”** means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. Plaintiff Sharae Massey filed a Class Action Complaint in the United States District Court, Northern District of California, on March 2, 2021. The operative Second Amended filed on June 22, 2021, includes the following: alleged failure to pay overtime wages; alleged unfair business practices under Cal. Bus. Code Sec. 17200, et seq.; alleged waiting time penalties under California Labor Code section 203; alleged violations of the Fair Labor Standards Act; and a PAGA claim based on the foregoing.
- B. In connection with the Lawsuit, Defendant produced documents, including, among other things, payroll and timekeeping records for Class Members during the Settlement Class Period. Class Counsel engaged in extensive review of these records in advance of and for purposes of mediation.
- C. On November 1, 2021, the Parties participated in a mediation session with Hon. Suzanne Segal and subsequently reached a memorandum of understanding on terms to resolve the Lawsuit. This Agreement replaces any other agreements, understandings, or representations between the Parties, and is fully admissible to prove the terms and conditions of the Settlement.

- D. Class Counsel represents it has conducted a thorough investigation into the facts of the Lawsuit. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel and the Class Representative are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, or that Class Counsel anticipates could be raised by Defendant, and potential appellate issues.
- E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in Plaintiff's Lawsuit have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Lawsuit have merit. Defendant denies each and all of the claims alleged by Plaintiff in the Lawsuit. Nevertheless, Defendant has taken into account the uncertainty and risks inherent in any litigation and has also concluded that further defense of the Lawsuit would be protracted and expensive. Defendant, therefore, has determined that it is desirable and beneficial that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

Based on these Recitals, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, and in consideration for Settlement of the Lawsuit and the release of claims of the Class, Defendant agrees to pay or cause to be paid the Gross Settlement Amount as defined above. Any Class Representative Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses payment, PAGA Payment, Participating Class Members' Settlement Shares, and the Settlement Administrator's reasonable fees and expenses in administering the Settlement, as approved by the Court, shall be deducted from the Gross Settlement Amount. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement, and none of it will revert to Defendant. The Gross Settlement Amount shall be paid into a **Qualified Settlement Fund ("QSF")** created by the Settlement Administrator pursuant to the funding timeline described below. The Settlement Administrator shall handle such monies pursuant to the terms of the Settlement.
1. **Maximum Amount Paid.** The Gross Settlement Amount is the maximum total amount that Defendant is obligated to pay for any and all purposes under this Agreement, except that Defendant will be required to pay their share of any payroll taxes in addition to the Gross Settlement Amount.
 2. **Funding Timeline.** The Gross Settlement Amount shall be funded by Defendant over a 180 day period following the Effective Date. Defendant shall deposit 1/3 of the Gross Settlement Amount (\$233,333.33) with the Settlement Administrator within fourteen (14) days of the Effective Date.

The second 1/3 of the Gross Settlement Amount (\$233,333.33) shall be funded within 90 days of the Effective Date and the final 1/3 of the Gross Settlement Amount (\$233,333.34) shall be funded within 180 days of the Effective Date.

B. Deductions from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement and Court approval, the Settlement Administrator will make the following deductions from the Gross Settlement Amount:

1. **Class Representative Payment:** In addition to the Settlement Share determined to be due to Plaintiff as a Participating Class Member, Plaintiff may apply to the Court for a Class Representative Payment to be deducted from the Gross Settlement Amount. The amount of the Class Representative Payment, up to a maximum amount of Five Thousand Dollars (\$5,000), shall be determined exclusively by the Court. The Class Representative Payment shall be made, without withholdings, pursuant to an IRS Form 1099 issued by the Settlement Administrator.
2. **Class Counsel Fees Payment:** Class Counsel may apply to the Court for a Class Counsel Fees Payment to be deducted from the Gross Settlement Amount. The amount of such payment, up to a maximum amount of twenty five percent (25%) of the Gross Settlement Amount, shall be determined exclusively by the Court. The Class Counsel Fees Payment shall be made, without withholdings, pursuant to an IRS Form 1099 issued by the Settlement Administrator.
3. **Class Counsel Litigation Expenses Payment:** Class Counsel pay apply to the Court for a Class Counsel Litigation Expenses Payment to be deducted from the Gross Settlement Amount. The amount of such payment, up to a maximum amount of Fifteen Thousand Dollars (\$15,000), shall be determined exclusively by the Court. The Class Counsel Litigation Expenses Payment shall be made, without withholdings, pursuant to an IRS Form 1099 issued by the Settlement Administrator.
4. **To the Labor & Workforce Development Agency (LWDA).** Seventy five percent (75%) of the \$50,000 PAGA Payment (i.e., \$37,500) shall be deducted from the Gross Settlement Amount and paid to the LWDA.
5. **To the Settlement Administrator.** The fees and costs charged by the Settlement Administrator, not to exceed Twenty Thousand Dollars (\$20,000), shall be deducted from the Gross Settlement Amount to compensate the Settlement Administrator for its reasonable fees and expenses related to administering this Settlement, including, but not limited to, printing, distributing, and tracking forms for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing all payments from the Gross Settlement Amount (including conducting skip trace address searches, as necessary), and providing necessary reports and

declarations, and other duties and responsibilities set forth herein to process this Settlement, as requested by the Parties.

C. **Settlement Share.** After deducting from the Gross Settlement Amount the Class Representative Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the payment to the Settlement Administrator, and the portion of the PAGA Payment payable to the LWDA, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member.

1. **Calculation.** The Settlement Share to each Participating Class Members shall be calculated, pro rata, based on the number of weeks worked during the Settlement Class Period. The Net Settlement Amount will first be divided by the total number of weeks worked, in aggregate, by the Participating Class Members to determine the monetary value of each workweek. Each Participating Class Member's Settlement Share will then be calculated by multiplying that individual's number of weeks worked within the Settlement Class Period by the monetary value of each workweek. Each Participating Class Member will be eligible to recover his or her Settlement Share in two checks as follows:

a. **Class Payment:** One check consisting of ninety five percent (95%) of their Settlement Share will automatically be sent to all Participating Class Members without the need for returning a claim form.

b. **FLSA Claim Payment:** A second check consisting of the remaining five percent (5%) of their Settlement Share will be sent only to those Participating Class Members who timely execute and return a FLSA Opt-In Form for purposes of releasing FLSA claims (hereafter "FLSA Opt-Ins"). Funds allocated to the FLSA Claim Payment for Participating Class Members who do not timely execute and return a FLSA Opt-In Form shall be re-allocated pro-rata, based on weeks worked within the Settlement Class Period, among the FLSA Opt-Ins and added to their FLSA Claim Payment.

2. **Settlement Share Tax Allocation.** All Settlement Shares will be allocated for purposes of taxes and withholdings as follows: 1/3 to Settlement of wage claims, 2/3 to Settlement of claims for interest and penalties. The portion allocated to wages shall be subject to all applicable withholdings and reported on an IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form 1099 by the Settlement Administrator.

3. **Tax Obligations.** Each Participating Class Member will be responsible for their own tax obligations. The Parties agree and understand that Defendant has not made any representations regarding the tax obligations or

consequences, if any, related to this Settlement. The Parties agree that Defendant and each Participating Class Member are solely responsible for determining the tax consequences of payments made pursuant to this Settlement and for paying taxes, if any, which are determined to be owed by each of them or on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

4. **No Determination of Eligibility for Employee Benefits.** Defendant will not use the Settlement payments for determination of eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Participating Class Members, and Defendant will not modify the Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendant, unless otherwise required by law.
5. **No Reversion.** Participating Class Members are entitled to 100% of the Net Settlement Amount. Defendant maintains no reversionary right to any portion of the Net Settlement Amount.
6. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share. Their shares will be part of the Net Settlement Amount distributed to Participating Class Members.
7. **Employer's Share of Payroll Taxes.** Defendant will be separately responsible for its share of any applicable employer payroll taxes owing on the Settlement Shares, including the standard employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount. The Settlement Administrator will give Defendant an estimate of the employer's share of payroll taxes within five (5) business days of sending out the Class Notice. Upon calculation of each Participating Class Member's Settlement Share, and at least three (3) business days after the Effective Date (if not sooner), the Settlement Administrator shall advise Defendant of the amount of the employer's share of payroll taxes. Defendant will provide that amount to the Settlement Administrator within ten (10) business days after fully funding the Gross Settlement Amount. The Settlement Administrator will be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

D. **Settlement Approval and Notice Procedure.** The Parties stipulate and agree to the following schedule and procedures for obtaining the Court's approval of the Settlement, including seeking conditional certification of the Class and Collective not previously certified by the Court only for purposes of Settlement, and notifying the Class and Collective of the Settlement:

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

- a.** Plaintiff will move the Court for (collectively, “Motion for Preliminary Approval”):
- (i) Conditional certification, solely for Settlement purposes, of the Class and Collective pursuant to Rule 23 of the Federal Rules of Civil Procedure and 29 U.S.C. § 216. Solely for Settlement purposes, Plaintiff agrees to seek, and Defendant consents to, certification by the Court of the Class and Collective as defined in this Agreement.
 - (ii) Preliminary approval of the terms of this Settlement.
 - (iii) Approval of the Class Notice Packet, Settlement procedure, and appointment of the Settlement Administrator.
 - (iv) Scheduling of a Final Approval Hearing on the question of whether the terms of this Settlement should be finally approved as fair, reasonable, and adequate as to Plaintiff and the Class Members.
- b.** The Parties have agreed to the certification of the Class and Collective identified in this Agreement for the sole purpose of effectuating this Settlement. The conditional certification of the Class/Collective identified above shall be binding only with respect to the Settlement of the Lawsuit. In the event that this Agreement is cancelled or voided pursuant to its terms, or not approved by the Court, or should the Final Approval Order not become final, the certification of this Class/Collective shall be vacated, the Lawsuit shall proceed as though the Class/Collective had never been certified for Settlement purposes, this Agreement shall be of no force or effect and the fact that the Parties were willing to stipulate to certification of this Class/Collective as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether either or any Class/Collective should be certified in a non-Settlement context in the Lawsuit or any other action, and in any of those events Defendant expressly reserves the right to oppose Class/Collective certification and/or seek decertification.
- c.** In the event that the terms or conditions of this Settlement, other than the terms pertaining to the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Payment, are materially modified by any Court, any party in its sole discretion to be exercised within fourteen (14) days after such a material modification may declare this Settlement null and void. In addition, Defendant, at its sole option, may declare this Settlement null and void within five (5) business days after learning that five

percent (5%) or more of the Class Members timely and properly requested exclusion from the Settlement. If Defendant exercise their rights under this paragraph, it shall be solely liable for the Settlement Administrator costs.

- d. Class Counsel will draft and submit with the Motion for Preliminary Approval and a Proposed Order Granting Preliminary Approval of Settlement and Setting Hearing for Final Approval of Settlement. Class Counsel will provide Defendant's counsel with a draft of the motion for preliminary approval at least one week prior to filing the motion.

- 2. **Notice to Class Members.** If the Court enters an Order granting Preliminary Approval of the Settlement, every Class Member who can be located will be provided with notice of the Settlement as follows:

- a. **Class Data.** Within fourteen (14) calendar days after the Court enters Preliminary Approval of the Settlement, Defendant shall provide the Settlement Administrator with the following information for each Class Member: (1) full name; (2) last known address; (3) Social Security Number; and (4) weeks worked during the Settlement Class Period (collectively "Class Data").
- b. **Dissemination of Class Notice.** Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within thirty (30) days after the Court enters Preliminary Approval of the Settlement, the Settlement Administrator shall mail the Class Notice Packet to all Class Members via regular First Class U.S. Mail ("Class Mailing Date"). Each Class Notice shall state the number of workweeks within the Settlement Class Period the individual Class Member is credited with working, and an estimate of that individual's estimated Settlement Share.
- c. **Undeliverable Notices.** Any Class Notice Packet returned to the Settlement Administrator as undeliverable on or before the deadline for submitting an Exclusion Form and/or FLSA Opt-In Form, shall be re-mailed to the forwarding address, if any, affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip tracing or any other equivalently effective search method, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator from the search. Class Members who are sent a re-mailed Class Notice Packet shall have an additional fifteen (15) days to respond.

- d. **Elections Not to Participate in Settlement.** Class Members who wish to exclude themselves from the Settlement must complete, sign, and return to the Settlement Administrator the Exclusion Form postmarked no later than sixty (60) calendar days from the Class Mailing Date. The Class Notice shall advise that, to be considered valid, an Exclusion Form must: (1) include the individual's full name and address; (2) include the last four digits of the individual's Social Security Number; and (3) be postmarked to the Settlement Administrator no later than sixty (60) days from the Class Mailing Date. An individual who timely returns a valid Exclusion Form will be deemed to have opted-out and will not participate in or be bound by the Settlement. Persons who submit a valid and timely Exclusion Form shall not be permitted to object to the Settlement and will not receive any Settlement Share.
- e. **FLSA Opt-Ins.** Class Members who wish to opt-in to the Released FLSA Claims and receive a FLSA Claim Payment must execute and return to the Settlement Administrator the FLSA Opt-In Form postmarked within sixty (60) calendar days of the Class Mailing Date. The postmark date shall be deemed the exclusive means for determining if the FLSA Opt-In is timely. If a Class Member timely returns both an Exclusion Form and a FLSA Opt-In Form, the Class Member shall be excluded from the Settlement and shall not be eligible for a FLSA Claim Payment unless the Class Member sends the Settlement Administrator a signed written retraction of the Exclusion Form, postmarked no later than seventy (70) calendar days of the Class Mailing Date.
- f. **Objections.** To object to the Settlement, a Class Member must send a written objection to the Court, either by mailing it to the Class Action Clerk for the San Jose division of the United States District Court for the Northern District of California or by filing it in person at any location of the United States District Court for the Northern District of California and be filed or postmarked within sixty (60) days of the Class Mailing Date. The Class Notice shall advise that an objection should: (1) be in writing; (2) include the objector's full name and address; (3) include the last four digits of the objector's Social Security Number; (4) state the basis for the objection and include any supporting documents; (5) state the case name and case number for this Lawsuit which shall be set forth in the Class Notice; and (6) be filed or postmarked within sixty (60) days of the Class Mailing Date.
- g. **Class Member Disputes.** If a Class Member disagrees with the number of workweeks used to calculate his or her estimated Settlement Share, the Class Member must complete and mail a notice of dispute to the Settlement Administrator, together with any

supporting written documentation, postmarked within sixty (60) days of the Class Mailing Date. The Settlement Administrator shall immediately notify Class Counsel and Defense Counsel of any such disputes by sharing with both Class Counsel and Defense Counsel the notice of dispute and any documentation submitted by a Class Member in support of his or her dispute. For all timely disputes, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall then determine the correct workweek data for the individual at issue, and the Settlement Administrator's determination shall be binding upon the Class Member unless the Court holds otherwise. The Settlement Administrator shall make all such determinations no later than fourteen (14) days after the dispute is received from the Class Member.

- h. Declaration of Due Diligence.** At least sixteen (16) Court days before the Final Approval Hearing, the Settlement Administrator shall prepare a declaration of due diligence and proof of mailing with regard to the mailing of the Class Notice Packet, and any attempts by the Settlement Administrator to locate the members of the Class ("Due Diligence Declaration"), to Class Counsel and Defense Counsel for presentation to the Court. Class Counsel shall be responsible for filing the Due Diligence Declaration with the Court.

- 3. Motion for Final Approval of the Settlement.** Prior to the final fairness hearing, and consistent with any deadlines imposed by the Court, Class Counsel shall file a motion for final approval of the Settlement and request entry of the Final Approval Order. Class Counsel will provide a draft of the motion for final approval to Defendant's counsel at least one week prior to filing the motion.

- E. Disbursement of the Gross Settlement Fund.** Within fourteen (14) business days of Defendant fully funding the Gross Settlement Amount, the Settlement Administrator shall distribute all payments owing under the Settlement, including the Class Counsel Fees Payment approved by the Court, the Class Counsel Litigation Expenses Payment approved by the Court, the Class Representative Payment approved by the Court, the Settlement Administrator fees and costs approved by the Court, the portion of the PAGA Payment payable to the LWDA, and the Settlement Share to each Participating Class Member.

- 1. Uncashed Settlement Share Checks.** All checks issued to Participating Class Members will remain valid for one hundred eighty (180) days from the date of issuance. The Settlement Administrator shall deposit the amount of any uncashed checks with the Court's Unclaimed Funds Registry in the Participating Class Member's Name.

F. Release of Claims.

1. **Plaintiff.** Plaintiff, on behalf of herself and her respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest and assigns (“Plaintiff’s Releasing Parties”), hereby fully and finally releases Released Parties from any and all claims and obligations against Released Parties, including without limitation any arising in any way from Plaintiff’s employment with Defendant or the cessation thereof, whether such claims are known or unknown, suspected or unsuspected, arising on or before the date on which Plaintiff signs this Agreement (unless a release of claims is excluded by law). Plaintiff further expressly waives any rights against Defendant and the Released Parties conferred upon her by California Civil Code Section 1542, and expressly consents that this Agreement shall be given full force and effect according to all of its terms, including those terms relating to unknown and unsuspected claims, if any. Section 1542 provides as follows:

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

Plaintiff further agrees that:

- a. She shall not make any assignment of any claim released herein, and represents that no such assignment has been made;
 - b. She alone is responsible for the tax consequences, including any penalties or interest, relating to her receipt of the Class Representative Payment; and
 - c. In the event that the Court denies, modifies, or reduces any request for a Class Representative Payment, she may not seek to modify, revoke, cancel, terminate, or void this Agreement.
2. **Participating Class Members.**
 - a. **Released Non-FLSA Claims.** Each Participating Class Member, regardless of whether he or she returns a FLSA Opt-In Form, shall, upon the Effective Date, be deemed to have released on behalf of himself or herself, and his or her respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest and assigns, the Defendant and

the other Released Parties from any and all Released Non-FLSA Claims that accrued during the Settlement Class Period. The Released Non-FLSA Claims are not contingent on a Participating Class Member cashing his or her Class Payment.

- b. Released FLSA Claims.** Each Participating Class Member who timely returns a valid FLSA Opt-In Form shall, upon the Effective Date, be deemed to have also released on behalf of himself or herself, and his or her respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest and assigns, the Defendant and the other Released Parties from any and all Released FLSA Claims that accrued during the Settlement Class Period. The Released FLSA Claims are not contingent on a Participating Class Member cashing his or her FLSA Claim Payment.

G. Miscellaneous Terms.

1. **No Admission of Liability.** Defendant denies each and all of the claims alleged by Plaintiff and Class Members in the Lawsuit. In addition, Defendant contends that they have complied with their obligations under California law. Neither this Settlement, nor any document referred to or contemplated therein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing or liability whatsoever. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Lawsuit will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, covenants, and inducements expressly stated in this Agreement. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a Party or a Party's counsel, are merged herein.
3. **Attorney Authorization.** Class Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate and use their best efforts to affect the implementation of the Settlement.

4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
7. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
8. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Matthew B. Hayes
HAYES PAWLENKO LLP
1414 Fair Oaks Avenue, Unit 2B
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IN WITNESS WHEREOF, the undersigned Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.


sharae.massey (Mar 28, 2022 18:19 EDT)

Sharae Massey
Plaintiff

03/28/2022

Date


Nancy Frost
President of Defendant Star Nursing, Inc.

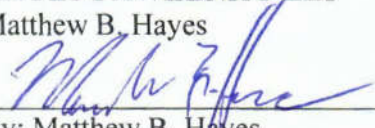
03/31/2022

Date

APPROVED AS TO CONTENT AND FORM:

HAYES PAWLENKO LLP

Matthew B. Hayes


By: Matthew B. Hayes
Counsel for Plaintiff

3/28/22

Date

Weintraub tobin chediak coleman grodin
Ryan E. Abernethy


By: Ryan E. Abernethy
Counsel for Defendant Star Nursing, Inc.

4/1/2022

Date

EXHIBIT A

Alameda - Fairmont

Alameda - Highland

Alameda - John George

Alameda - San Leandro

Alameda - UCSF

Alameda Health System

Alameda-Alameda

AMN

AMN Healthcare Services Inc

Arrowhead Regional MC

Asbury Park Nursing and Rehab

Avalon Health Care Management Inc.

Avalon-HyLond Merced

Avalon-HyLond Modesto

Avalon-San Andreas

Avalon-Sonora

Avondale Villa Post Acute

Bancroft Convalescent Hospital

Canyon Springs Post Acute

Carleton Senior Living

Carlton Senior Living

Casa Coloma Healthcare Center

Cottonwood Post-Acute Rehab
Country Villa Wilshire
Crescent City Skilled Nursing
Cross Country Healthcare, Inc.
CrossCountry
Crystal Ridge Care Center
Cupertino Health and Wellness
Cypress Healthcare Group, LLC
Double Tree Post Acute
Empress
Ensign Group, Inc
Eskaton Properties, Inc
ESKATON-Fair Oaks
ESKATON-Greenhaven
ESKATON-Manzanita
ESKATON-Village
Eureka Rehab and Wellness
Eva Care Group
Fortuna Rehab & Wellness
Franciscan Convalescent Hospital
Garden City Healthcare Center
Golden Hill Post Acute
Granada Rehab and Wellness
Hayward Springs
Kit Carson

Lafayette
Lincoln Meadows Care Center
Links Healthcare Group, LLC
Marin County
Marin County, CA
Marysville Post Acute
Medefis
Mederis, Inc
Montclair
Napa Valley Care Center
Oceans Behavioral
Oceans Healthcare, Inc
Plum Healthcare Group
Quality Healthcare, Inc
Redwood Cove Healthcare Center
Redwood Springs Healthcare Center
River Bend Nursing Center
River Valley Care Center
RiverPointe Post Acute
Rockport Healthcare Services
Rocky Point Care Center
Sacramento Post Acute
San Bernardino County, CA
Santa Rosa Post Acute
Seaview Rehab and Wellness

Sequoia Transitional Care
Sherwood Oaks Healthcare Center
South Bay Post Acute
Stanford Healthcare
The Covington
The Orchards Post Acute
The Redwoods Post Acute
Valley Care
Vasona Creek Healthcare Center
Victoria Post Acute
Vineyard Post Acute
Westview Healthcare Center
Westwood Post Acute
White Blossom Care Center
Windsor Concord
Windsor Country Drive
Windsor El Camino
Windsor Elk Grove
Windsor Gardens
Windsor Golden Hill
Windsor Hampton
Windsor Hayward
Windsor Healthcare Management, Inc
Windsor Modesto
Windsor Monterey

Windsor Palm Valley

Windsor Petaluma

Windsor Redding

Windsor Sacramento

Windsor Skyline

Windsor -The Ridge

Wolf Creek Care Center

Woodside Healthcare Center

Yuba City Post Acute