

FILED
SAN MATEO COUNTY

APR 12 2022

Clerk of the Superior Court

By

DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

JOANNA MAGPIONG, on behalf of herself
and all similarly situated,

Plaintiff,

v.

CARELINX, INC. and DOES 1-100,
inclusive,

Defendants.

Case No. 21-CIV-03038

**[PROPOSED] PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL CLASS
CERTIFICATION ORDER**

FAC Filed: August 10, 2021

On March 29, 2022, this Court heard Plaintiff's Motion for Preliminary Approval of class action settlement and provisional class certification under California Rule of Court 3.769, as filed by Plaintiff Joanna Magpiong (the "Plaintiff"). This Court reviewed the motion, including the Joint Stipulation of Class Action Settlement and Release (the "Agreement," "Settlement," or "Settlement Agreement"). Based on this review, the hearing, and the findings below, the Court finds good cause to GRANT the motion.

FINDINGS:

1. Unless otherwise specified, defined terms in this Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification Order (the "Preliminary Approval Order") have the same definition as the defined terms in the Agreement.

1 2. The Court determines there is sufficient evidence to suggest that the Agreement
2 (including the Class Representative Enhancement Payment, Class Counsel's fees and costs, the
3 Settlement Administration Costs, and the allocation of payments to Settlement Class Members)
4 falls within the range of possible approval that could ultimately be given final approval by this
5 Court as fair, reasonable, and adequate, and that the final determination of these issues will be
6 made at the Final Approval Hearing (referred to in the Agreement as the "Fairness Hearing").
7 More specifically, the Court finds on a preliminary basis that:

8 (a) The Settlement provides for a Gross Settlement Amount of \$1,700,000.00
9 plus an Additional Estimated Substitute Amount of \$37,620.00, such that Defendant will pay a
10 total of \$1,737,620.00 into the settlement fund pursuant to the terms and timing specified in the
11 Agreement. The Settlement further provides that the Net Settlement Fund shall be calculated by
12 subtracting the following amounts from the total of the Gross Settlement Amount and the
13 Additional Estimated Substitute Amount: (1) the Class Counsel Award (estimated at \$561,000.00
14 in attorneys' fees and \$20,000.00 in attorney costs); (2) all Settlement Administration Costs
15 (estimated not to exceed \$21,000.00); (3) the Class Representative Enhancement Payment
16 (estimated at \$10,000.00); and (4) the amount allocated under the Private Attorneys General Act
17 of 2004, California Labor Code section 2698 et seq. ("PAGA") (i.e., \$170,000.00), including the
18 payment to the California Labor Workforce and Development Agency ("LWDA") and the PAGA
19 amount distributed to the Class Members. The Net Settlement Fund, to be disbursed to Settlement
20 Class Members who have not excluded themselves from the Settlement, is presently anticipated to
21 be approximately \$998,120.00. If the Settlement is approved, the full amount of the Net Settlement
22 Fund will be paid out to Settlement Class Members who do not exclude themselves from the
23 Settlement in accordance with the terms of the Agreement.

24 (b) The Agreement is fair, adequate and reasonable as to all Class Members
25 when balanced against the probable outcome of further litigation relating to liability and damages
26 issues.

1 (c) Settlement at this time will avoid substantial additional costs by all parties,
2 as well as avoid the delay and risks that would be presented by the further prosecution of this class
3 action.

4 (d) The Settlement does not improperly grant preferential treatment to class
5 representatives or segments of the class, supporting a presumption of fairness.

6 (e) Adequate inquiry, investigation and discovery have been conducted so that
7 counsels for the Parties are able to reasonably evaluate their respective positions, supporting a
8 presumption of fairness.

9 (f) The Agreement has been reached as a result of intensive, serious and non-
10 collusive, arms-length negotiations, supporting a presumption of fairness.

11 3. The Court finds that distribution of the Notice of Class Action Settlement,
12 substantially in the form attached hereto as “**Exhibit 1**”, via first class U.S. postal mail to Class
13 Members (a) constitutes the best notice practicable under the circumstances, (b) constitutes valid,
14 due, and sufficient notice to all members of the Class, and (c) complies fully with the requirements
15 of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the
16 California and United States Constitutions, and other applicable law.

17 4. For settlement purposes only, the Court finds the Class is so numerous that joinder
18 of all Class Members is impracticable, Plaintiff’s claims are typical of the Class’s claims, there are
19 questions of law and fact common to the Class, which predominate over any questions affecting
20 only individual Class Members, the Plaintiff is an adequate representative of the Class, and class
21 certification is superior to other available methods for the fair and efficient adjudication of the
22 controversy.

23 5. Pursuant to Labor Code section 2699, subdivision (1)(2), the Court notes that
24 Plaintiff provided a copy of the Agreement to the LWDA at the same time that Plaintiff provided
25 it to the Court, and the Court has reviewed the Settlement’s provisions relating to settlement of
26 claims under PAGA. The Court tentatively finds that the payment of \$170,000.00 for settlement
27 of any and all claims for which civil penalties under PAGA may be sought or are otherwise
28 available (the “PAGA Penalty Payment”), is fair and adequate. Further, the Court tentatively finds

1 that the PAGA Penalty Payment satisfies the requirements of California Labor Code section 2699,
2 subdivision (i), because \$127,500.00 (75%) of the PAGA Penalty Amount is allocated to the
3 LWDA for the enforcement of labor laws and education of employers, and \$42,500.00 (25%) is
4 allocated for distribution to all Class Members, i.e., the allegedly “aggrieved employees.”

5 **IT IS ORDERED THAT:**

6 **1. Settlement Preliminary Approval.** The Settlement Agreement and the Notice of
7 Class Action Settlement are preliminarily approved. The Court further preliminarily approves the
8 formulas provided in the Settlement for calculating Individual Settlement Payments to the Class
9 Members using a shift-based calculation methodology.

10 **1.1 Provisional Certification.** The Settlement Class is provisionally certified for
11 settlement purposes only as a class of: “All current and former Nurses who have worked at least
12 one Nursing Shift in California through use of Defendant’s Nurse OnDemand platform application
13 at any time during the Class Period.” “Class Period” refers to the period of time from June 3,
14 2017 through the date the Court grants preliminary approval of the Settlement. As a practical
15 matter, there were no Nursing Shifts worked by any Class Member prior to January 1, 2020.
16 Excluded from the Settlement Class are putative Class Members who submit a timely and valid
17 Request for Exclusion (as defined by the Agreement and paragraph 8 below).

18 **2. Appointment of Class Representative and Class Counsel.** Plaintiff Joanna
19 Magpiong is conditionally appointed as the Class Representative to implement the Parties’
20 Settlement in accordance with the Agreement. Matthew S. Da Vega and Matthew Fisher of Da
21 Vega Fisher Mechtenberg LLP are conditionally appointed as Class Counsel. Class Counsel is
22 conditionally authorized to act on behalf of the Class with respect to all acts or consents required
23 by, or which may be given, pursuant to the Settlement, and such other acts necessary to finalize
24 the Settlement Agreement and its terms. Any Class Member may enter an appearance through his
25 or her own counsel at such Class Member’s own expense. Any Class Member who does not enter
26 an appearance or appear on his or her own behalf will be represented by Class Counsel for
27 settlement purposes only. Plaintiff and Class Counsel must fairly and adequately protect the
28 Class’s interests.

1 **3. Appointment of Settlement Administrator.** CPT Group, Inc. is hereby appointed
2 as the Settlement Administrator for this case.

3 **4. Provision of Class Notice.** Within ten (10) calendar days after entry of this
4 Preliminary Approval Order, Defendant shall provide the Class List to the Settlement
5 Administrator. On or before thirty (30) calendar days of entry of this Preliminary Approval Order,
6 the Settlement Administrator shall mail the Notice of Class Action Settlement (which shall be
7 substantially similar to the form attached hereto as **Exhibit 1**) to all Class Members via regular
8 First-Class U.S. Mail in the manner specified under Section 4 of the Agreement.

9 **5. Response Deadline.** The Response Deadline shall be **sixty (60)** calendar days
10 from the initial mailing of the Class Notice to Class Members pursuant to Section 4. In the event
11 of a re-mailed Class Notice, the Response Deadline will be extended an additional fifteen (15)
12 calendar days for that individual Class Member.

13 **6. Objection to Settlement.** Settlement Class Members who have not submitted a
14 timely and valid Request for Exclusion pursuant to the Agreement and paragraph 8 below and who
15 want to object to the Agreement must sign and submit by U.S. Mail or other delivery service a
16 valid written Objection to the Settlement Administrator on or before the Response Deadline. The
17 Settlement Administrator will provide copies of all such Objections to Class Counsel and
18 CareLinx's counsel weekly and will also provide a Final Response Report within five (5) calendar
19 days of the Response Deadline. For an Objection to be valid, it must: (a) state the case name and
20 number ("*Joanna Magpiong v. CareLinx, Inc.*, Case No. 21-CIV-03038"), (b) contain the Class
21 Member's name, current mailing address, most current telephone number, and last four digits of
22 his or her Social Security number, (c) state the basis for the objection, (d) be signed ^{and dated} by the Class
23 Member, (e) be submitted to the Settlement Administrator at the address specified in the Class
24 Notice; and (f) be submitted with proof of the submission date (such as a U.S. Postal Service
25 postmark or another delivery service date stamp) on or before the Response Deadline. The date
26 the Objection is sent, as evidenced by the postmark or other delivery service date stamp, shall be
27 the exclusive means to determine whether an Objection has been timely submitted. If a Class
28 Member intends to speak at the Final Approval Hearing, they are requested to include with their

1 Objection the statement, "Notice of Intention to Appear at Final Approval Hearing," or otherwise
2 provide to the Settlement Administrator a "Notice of Intention to Appear" indicating their intent
3 to appear at the Final Approval Hearing. Any Settlement Class Member will be permitted to
4 appear and speak at the Final Approval Hearing in order to have an Objection heard by the Court.

5 **7. Failure to Object to Settlement.** Class Members who fail to timely object to the
6 Agreement in the manner specified above will: (1) be deemed to have waived their right to object
7 to the Agreement; and (2) be foreclosed from objecting (whether by appeal or otherwise) to the
8 Agreement.

9 **8. Requesting Exclusion.** Any Class Member wishing to opt-out from the
10 Agreement must sign and submit by U.S. Mail or other delivery service a valid written Request
11 for Exclusion to the Settlement Administrator on or before the Response Deadline containing all
12 the information required by the Agreement. To be valid, the Request for Exclusion must: (a)
13 state the case name and number ("*Joanna Magpiong v. CareLinx, Inc.*, Case No. 21-CIV-
14 03038"); (b) set forth the name, address, and telephone number of the Class Member requesting
15 exclusion; (c) be signed ^{and dated} by the Settlement Class Member; (d) be addressed to the Settlement
16 Administrator; and (e) be postmarked on or before the Response Deadline. The date the Request
17 for Exclusion is sent, as evidenced by the postmark or other delivery service date stamp, shall be
18 the exclusive means to determine whether a Request for Exclusion has been timely submitted.

19 **9. Shift Dispute.** If a Settlement Class Member wishes to dispute the number of
20 Nursing Shifts with which he or she has been credited, the Settlement Class Member must submit
21 to the Settlement Administrator, by U.S. Mail or other delivery service, a Shift Dispute on or
22 before the Response Deadline. The Shift Dispute must: (a) state the case name and number
23 ("*Joanna Magpiong v. CareLinx, Inc.*, Case No. 21-CIV-03038"), (b) set forth the Class
24 Member's name, address, and telephone number; (c) be signed by the Class Member; (d) include
25 any documentary evidence showing that the Nursing Shift information is inaccurate, and (e) be
26 postmarked or submitted to the Settlement Administrator on or before the Response Deadline.
27 The submission date is deemed to be, in the case of submission by U.S. Mail or other delivery
28

1 service, the date the Shift Dispute is sent, as evidenced by the postmark or other delivery service
2 date stamp.

3 **10. Termination.** If the Agreement terminates, the following will occur: (a) the
4 Preliminary Approval Order, and/or Final Approval Order and Judgment, and all of its or their
5 provisions will be vacated by its or their own terms, including, but not limited to, vacating
6 conditional certification of the Class; (b) Plaintiff will stop functioning as the Class Representative
7 and Class Counsel will stop serving as counsel for the proposed class; and (c) the Action will revert
8 to its previous status in all respects as it existed immediately before the Parties executed the
9 Memorandum of Understanding. No term or draft of the Memorandum of Understanding or the
10 Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will
11 have any effect or be admissible into evidence for any purpose in the Action or any other
12 proceeding. This Preliminary Approval Order will not waive or otherwise impact the Parties' rights
13 or arguments.

14 **11. No Admissions.** Nothing in this Preliminary Approval Order is, or may be
15 construed as, an admission or concession on any point of fact or law by or against any Party.

16 **12. Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines
17 in the Action are stayed and suspended until further notice from the Court, except for such actions
18 as are necessary to implement the Agreement and this Preliminary Approval Order.

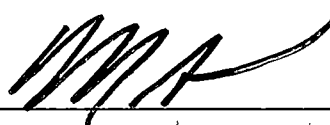
19 **13. Final Approval Hearing.** On August 23, 2022, at 2:00 PM, this Court will hold
20 a Final Approval Hearing to determine whether the Agreement should be finally approved as fair,
21 reasonable, and adequate. Plaintiff's motion for final approval of the Settlement and all papers
22 supporting the Class Counsel Award and Class Representative Enhancement Payment must be
23 filed by August 9, 2022. Any additional papers supporting final approval, including the Settlement
24 Administrator declaration and any response to Objections to the Agreement must be filed by no
25 later than August 16, 2022.



1 14. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Agreement without further notice to the Class, and retains
3 jurisdiction to consider further applications concerning the Settlement.

4
5
6 DATED: _____

4/12/22



JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

JOANNA MAGPIONG,

v.

CARELINX, INC.,

Case No. CIV-03038

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All current and former Nurses who have worked at least one Nursing Shift in California through use of Defendant's Nurse OnDemand platform application at any time from June 3, 2017 through [April 4, 2022].

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A settlement ("Settlement") has been proposed in a class action lawsuit pending in San Mateo County Superior Court ("Court") titled *Joanna Magpiong v. Carelinx, Inc.* Case No. CIV-03038 (the "Action"). If the Court gives final approval to the Settlement, Carelinx, Inc. ("Defendant") will provide each Settlement Class Member a payment as set forth in this notice. Here is a summary of your rights and options; they are described in more detail later in this document. If you have any questions, please contact the Carelinx Settlement Administration, c/o [redacted].

Your Estimated Settlement Payment is \$[redacted] based on the [redacted] Nursing Shifts you worked during the Class Period, as shown in Defendant's records.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

GET A PAYMENT	If you do nothing, you will automatically receive a payment if the Settlement is finally approved by the Court.	N/A
SUBMIT A SHIFT DISPUTE	If you believe that the number of Nursing Shifts with which you have been credited is incorrect, you must submit a Shift Dispute to the Settlement Administrator. Detailed instructions for this option are set forth in Section 10 below.	Deadline: [redacted]
EXCLUDE YOURSELF	If you wish to exclude yourself from the Settlement, you must submit to the Settlement Administrator a valid Request for Exclusion. If you exclude yourself from the Settlement, you will not receive a payment under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own claims or lawsuit against Defendants regarding the allegations in the Action. Detailed instructions for this option are set forth in Section 17 below.	Deadline: [redacted]
OBJECT	If you wish to object to the Settlement, you must submit your objections to the Settlement Administrator. Submitting an objection does not exclude you from the Settlement. Detailed instructions for this option are set forth in Section 18 below.	Deadline: [redacted]
APPEAR AT THE "FINAL APPROVAL HEARING"	The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and costs by counsel representing the Class in the Action, and the Representative Plaintiff's request for service award for bringing the Action. You may, but are not required to, speak at the Final Approval Hearing about any objection to the Settlement that you submitted. If you intend to speak at the Final Approval Hearing, we ask that you also provide to the Settlement Administrator a "Notice of Intention to Appear" indicating your intent to do so. Instructions for this option are set forth in Section 18 below.	Hearing Date: August 23, 2022 at 2:00 PM

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION..... X

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT X

7. What relief does the Settlement provide to the Class Members?

PAYMENT TO THE CLASS..... X

8. How can I get a payment?
9. When will I get a payment?
10. What if I disagree with the calculation regarding my estimated Settlement payment?
11. If I receive a Settlement payment will I have to pay taxes on it?
12. No retaliation or discrimination.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF..... X

13. Do I have a lawyer in this case?
14. How will the lawyers be paid?
15. Will the Representative Plaintiff receive any compensation for their efforts in bringing this Action?

RELEASE OF ALL CLAIMS..... X

16. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT X

17. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT X

18. How do I tell the Court that I do not like the Settlement?
19. What is the difference between excluding myself and objecting to the Settlement?

FINAL APPROVAL HEARING X

20. What is the Final Approval Hearing?
21. When and where is the Final Approval Hearing?
22. May I speak at the hearing?

ADDITIONAL INFORMATION..... X

23. How do I get more information?
24. What if my address or other information has changed?

BACKGROUND INFORMATION

1. Why did I get this notice?

You received this Notice because a Settlement has been reached in this Action. According to Defendant's available records you are a member of the Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice), see Section 23 below.

2. What is this lawsuit about?

Plaintiff Joanna Magpiong (the "Plaintiff" or "Representative Plaintiff") filed a lawsuit against CareLinx, Inc. ("Defendant") on behalf of herself and all others similarly situated. The lawsuit alleges that Defendant violated California law by, among other things, failing to classify Nurses as employees, failing to pay overtime and minimum wage, failing to provide meal and rest breaks, failing to timely pay wages, including at termination, failing to provide expense reimbursement, and failing to provide compliant wage statements. The lawsuit also asserts claims under the California Private Attorneys General Act of 2004, Labor Code section 2698, et seq. ("PAGA").

Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Defendant further denies that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Plaintiff's claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 23 below.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Plaintiff" (in this Action, Joanna Magpiong) sues on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, Carelinx, Inc., is called the Defendant.

4. Why is there a Settlement?

The Plaintiff has made claims against Defendant. Defendant denies that they have done anything wrong or illegal and admit no liability. **The Court has not decided that the Plaintiff or the Defendant should win this Action. Instead, both sides agreed to a Settlement.** That way, they avoid the cost of a trial, and the Class Members will receive payment now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement: "All current and former Nurses who have worked at least one Nursing Shift in California through use of Defendant's Nurse OnDemand platform application at any time during the Class Period." "Nurse" refers to a licensed healthcare professional who works as a Certified Nursing Assistant ("CNA"), Medical Assistant, Licensed Vocational Nurse ("LVN"), Licensed Practical Nurse ("LPN"), Registered Nurse ("RN"), and/or Nurse Practitioner ("NP"). "Nursing Shift" means a shift at a skilled nursing or similar facility in California that was sourced, accepted, and paid through use of Defendant's Nurse OnDemand platform application. All Class Members will be credited with at least one (1) Nursing Shift. "Class Period" refers to the period of time from June 3, 2017 through [April 4, 2022]. As a practical matter, there were no Nursing Shifts worked by any Class Member prior to January 1, 2020.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write to the Settlement Administrator for free help. The address of the Settlement Administrator is: Carelinx Settlement Administration, c/o [].

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Defendant has agreed to fund a Settlement with a maximum value of \$1,737,620. The Settlement amount will be used to pay the claims of Settlement Class Members, the cost of providing notice to the Class and administering the Settlement (i.e., \$21,000); to pay any awards of the Court for attorneys' fees (i.e., \$561,000) and costs (i.e., \$20,000) to Plaintiff's counsel; any service award the Court awards to the Representative Plaintiff (i.e., \$10,000); and the amount allocated under the California Private Attorneys General Act of 2004, California Labor Code section 2698 et seq. ("PAGA") (i.e., \$170,000.00, the "PAGA Penalty Amount"), which includes the 75% payment to the California Labor Workforce and Development Agency ("LWDA") (i.e., \$127,500) and the 25% PAGA Group Amount distributed to the Class Members.

Your Estimated Settlement Payment is \$[] based on the [] Nursing Shifts you worked during the Class Period, as shown in Defendant's records. Your estimated payment was calculated using Defendant's records. Individual Settlement Payments will be calculated and apportioned as follows:

(a) The "Net Settlement Fund" shall be calculated by subtracting, from the total of \$1,737,620, the payments to Class Counsel, the Representative Plaintiff, and the Settlement Administrator, and the PAGA Penalty Amount.

(b) For each Class Member, the Settlement Administrator shall determine the number of Nursing Shifts worked by them during the Class Period based on Defendant's records. The sum of the Nursing Shifts for all Class Members shall be the "Total Shifts."

(c) The Net Settlement Fund shall be divided by the number of Total Shifts; the resulting figure is the "Shift Point Value."

(d) For each Settlement Class Member (i.e., Class Members who do not request to be excluded from the Settlement), the Settlement Administrator will multiply the number of Nursing Shifts he or she worked during the Class Period by the Shift Point Value. The resulting figure shall be the "Individual Settlement Amount" for each such Settlement Class Member.

(e) The Settlement Administrator shall divide the PAGA Group Amount by the total number of PAGA Group members (i.e., the total number of Class Members); the resulting figure shall be each Class Member's pro rata share of the PAGA Group Amount.

PAYMENT TO THE CLASS

8. How can I get a payment?

If you wish to remain a Settlement Class Member and obtain any share of the Settlement that you may be entitled to receive, then you do not have to do anything and you will automatically receive a Settlement Payment check in the mail if the Court approves the proposed Settlement. You are not required to go to court or pay anything to the lawyers in this case. The Settlement Payment you will receive will be a full and final settlement of your Released Claims described below.

9. When will I get a payment?

As described in Sections 20 and 21, the Court will hold a hearing on August 23, 2022 at 2:00 PM, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. *Please be patient.*

10. What if I disagree with Defendant's calculation regarding my estimated Settlement payment?

If you believe that the number of Nursing Shifts with which you have been credited is incorrect, you may produce evidence to the Settlement Administrator by _____ showing that such information is inaccurate. The Settlement Administrator shall decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the merits of the dispute. You can submit a Shift Dispute by mail to the Settlement Administrator at: Carelinx Settlement Administration, c/o [_____].

11. If I receive a Settlement payment will I have to pay taxes on it?

Your Settlement payment will be reported on IRS Form 1099. You should consult a tax professional for more information about your own specific situation.

12. No retaliation or discrimination.

Defendant respects your right to participate in this lawsuit and will take no adverse action against you should you accept payment under the Settlement.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

13. Do I have a lawyer in this case?

The Court has ordered that the law firm of Da Vega, Fisher, Mechtenberg LLP ("Class Counsel") will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you have a question about the Settlement, you may contact the Class Counsel by writing them at 232 E. Anapamu Street, Santa Barbara, California 93101, or emailing them at (mdavega@mdmflaw.com) or (mfisher@mdmflaw.com), or calling them at (805) 232-4471. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

Defendant has agreed to pay Class Counsel's attorneys' fees up to \$561,000 and costs and expenses of up to \$20,000 for their services in litigating the Action, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs yourself.

15. Will the Representative Plaintiff receive any compensation for their efforts in bringing this Action?

The Representative Plaintiff will request a service award (also known as an "incentive" award) of up to \$10,000 for her service as class representative and her effort in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representative.

RELEASE OF ALL CLAIMS

16. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Defendant. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Defendant regarding the allegations in the Action. The Settlement Agreement, which is available by contacting the Settlement Administrator as described in Section 23 below, contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a letter or postcard (also known as a "Request for Exclusion") via U.S. Mail or other delivery service that states: **(a)** the case name and number of the Action "*Joanna Magpiong v. Carelinx, Inc.* Case No. CIV-03038"; **(b)** your full name, address, and telephone number; and **(c)** a statement that you do not wish to participate in the Settlement. You must sign and date the letter or postcard for it to be valid. The letter or postcard must be sent (i.e., postmarked or delivery date stamped) by no later than [] and sent to the Settlement Administrator at: Carelinx Settlement Administration, c/o [].

If you timely request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Action, you will not be precluded from prosecuting any timely, individual claim against Defendant based on the conduct complained of in the Action, and you will not receive an Individual Settlement Payment.

Even if you request exclusion from the Class, however, you will still be bound by the Settlement Agreement's release of PAGA Claims upon final approval of the Settlement Agreement and judgment. Requests for Exclusion do not apply to PAGA Claims. All Class Members will be sent a check for their pro rata share of the PAGA Group Amount, which are civil penalties enforced on behalf of the State of California.

HOW TO OBJECT TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

At the date, time, and location stated in Section 21 below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and service award to the Representative Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit via U.S. Mail or other delivery service a valid, written Objection to the Settlement Administrator at the address set forth below by no later than (i.e., postmarked or delivery date stamped by) []

SETTLEMENT ADMINISTRATOR

CPT Group, Inc.
[]

To be valid, any objections must: **(a)** state the name and case number of the Action "*Joanna Magpiong v. Carelinx, Inc.* Case No. CIV-03038"; **(b)** state your full name, current mailing address, most current telephone number, and last four digits of your Social Security number; **(c)** state your objection to the Settlement and the legal and/or factual arguments supporting the objection; **(d)** be submitted to the Settlement Administrator via U.S. Mail or other delivery service with proof of submission date (such as a U.S. Postal Service postmark or another delivery service date stamp) no later than []. You must sign and date the objection for it to be valid. You may, but need not, submit your objection through counsel of your choice. If you make your objection through counsel, you will be responsible for your attorney's fees and costs. **If you wish to appear at the Final Approval Hearing** to object to the Settlement, either in person or through personal counsel hired at your expense, we ask that you include in your Objection the statement, "Notice of Intention to Appear at Final Approval Hearing," or that you otherwise provide to the Settlement Administrator a "Notice of Intention to Appear" indicating your intent to appear at the Final Approval Hearing. Doing so, however, does not obligate you to appear.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

19. What is the difference between excluding myself and objecting to the Settlement?

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

FINAL APPROVAL HEARING

20. What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement meaning only that it concluded that there is sufficient evidence to suggest that the Agreement falls within the range of possible approval as fair, reasonable, and adequate, and that the final determination of these issues will be made at the Final Approval Hearing. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service awards to the Representative Plaintiff.

21. When and where is the Final Approval Hearing?

On August 23, 2022 at 2:00 PM, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Marie S. Weiner in Department 2 of the California Superior Court, for the County of San Mateo, located at the Southern Branch, Courtroom 2E, 400 County Center, Redwood, CA 94063. The hearing may be postponed to a different date or time or location without notice.

22. May I speak at the hearing?

At that hearing, the Court will be available to hear any Objections and arguments concerning the fairness of the Settlement. You may attend, but you do not have to.

ADDITIONAL INFORMATION

23. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, and the operative Complaint filed in the Action, please contact Class Counsel by writing them at 232 E. Anapamu Street, Santa Barbara, California 93101, or emailing them at (mdavega@mdmflaw.com) or (mfisher@mdmflaw.com), or calling them at (805) 232-4471.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you may visit the Clerk's office at the Southern Branch, 400 County Center, Redwood, CA 94063, to obtain the file for inspection and copying at your own expense. Some documents are also available online for a fee at: <https://www.sanmateocourt.org/>

24. What if my address or other information has changed?

It is your responsibility to inform the Settlement Administrator of your updated information. You may make corrections to your address by contacting the Settlement Administrator at: Carelinx Settlement Administration, c/o []:

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



SUPERIOR COURT OF SAN MATEO COUNTY
400 County Center 800 North Humboldt Street
Redwood City, CA 94063 San Mateo, CA 94401
(650) 261-5100
www.sanmateocourt.org

FILED
SAN MATEO COUNTY
4/12/2022
Clerk of the Superior Court

/s/ Andrea Daley
DEPUTY CLERK

AFFIDAVIT OF MAILING

Date: 4/12/2022
In the Matter of: JOANNA MAGPIONG, ON BEHALF OF HERSELF AND ALL OTHERS SIMILARLY SITUATED
vs Carelinx, Inc.
Case No.: 21-CIV-03038
Documents: PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND
PROVISIONAL CLASS CERTIFICATION ORDER

The documents were served by the following means:

____ **By U.S. Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the address(es) listed below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

 X Placed the envelope for collection and mailing, following the Court's ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day the correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

Executed on: 4/12/2022

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Andrea Daley

Andrea Daley, Deputy Clerk

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