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Attorneys for Plaintiff CAMISHA PASCASCIO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CAMISHA PASCASCIO, individually and on
behalf of other persons similarly situated,

Plaintiff,

vs.

**EPIC CONTRACT AND PERMANENT
PLACEMENT STAFFING, INC.**, a California
corporation; **MEK LONG BEACH, LLC**, a
California limited liability company; **NORWALK
SKILLED NURSING & WELLNESS CENTRE,
LLC**, a California limited liability company;
COUNTRY VILLA NURSING CENTER, INC.,
a California corporation; **PC CARE LLC**, a
California limited liability company; and **DOES 1-
50**,

Defendants.

Case No.: 21STCV26367

[Assigned for all purposes to the Honorable
David S. Cunningham, Dept. SS11]

CLASS ACTION

**SECOND STIPULATION RE
MODIFICATION OF CLASS ACTION AND
PAGA SETTLEMENT AND CLASS
NOTICE**

SECOND STIPULATION RE MODIFICATION OF CLASS ACTION AND PAGA
SETTLEMENT AND CLASS NOTICE

Pursuant to the Court's Section 10.10 of the Class Action and PAGA Settlement and Class Notice ("Settlement Agreement"), Plaintiff Camisha Pascascio ("Plaintiff"), on behalf of herself and the "Settlement Class" defined in the Settlement Agreement, and Defendants MEK Long Beach, LLC and PC Care LLC (collectively "Defendants"), (Plaintiff and Defendants are referred to herein as the "Parties"), by and through their attorneys of record, hereby stipulate to the following modifications of the Settlement Agreement:

WHEREAS, the Parties only have mailing addresses for a portion of the putative class members and have no social security numbers for any putative class members;

WHEREAS, Class Members who wish to receive a payment pursuant to the Settlement will need to submit a completed IRS Form W-9;

WHEREAS, the Settlement Administrator will need to incur costs for publication of a notice in the Los Angeles Times;

WHEREAS, Phoenix Settlement Administrators provided an updated quote for settlement administration which includes notice by publication for \$8,646.66;

THEREFORE, THE PARTIES STIPULATE AND AGREE that:

1. Section 7.4.2 of the Settlement Agreement shall be modified to include a new subsection 7.4.2.1 which shall provide:

In addition to sending the Class Notice to all Class Members for whom Defendants have mailing addresses, the Administrator shall publish the following notice in the Los Angeles Times once a day for four weeks:

Pascascio v. Epic Contract & Permanent Placement Staffing, LA County Sup. Ct. Case No. 21STCV26367. IF YOU WERE ASSIGNED BY EPIC CONTRACT & PERMANENT PLACEMENT STAFFING TO WORK AT REGENCY OAKS POST-ACUTE CARE CENTER OR PACIFIC POST-ACUTE SKILLED NURSING AT ANY TIME BETWEEN JULY 16, 2017 TO FEBRUARY 24, 2023, YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT. Please Visit: www.Phoenixclassaction.com/Pascascio-v-

Mek-PCCare or Contact: Phoenix Settlement Administrators, P.O. Box
7208 Orange, CA 92863 Tel: (800) 523-5773, Email:
notice@phoenixclassaction.com.

2. Section 3.2.3 of the Settlement Agreement will be modified to reflect that the Administrator Expenses Payment shall not exceed \$8,646.66.
3. The Class Notice attached as Exhibit A to the Settlement Agreement shall be modified to reflect the changes reflected in the modified version of the Class Notice attached to this stipulation as “**Exhibit A1**”, including that a completed IRS Form W-9 must be submitted to receive payment and to update the administration costs in light of the need for publication.

IT IS SO STIPULATED.

DATED: November 2, 2023

Respectfully submitted,

O’HAGAN MEYER LLC

By: /s/Anthony Oceguela
Anthony Oceguela
Attorneys for Defendant MEK Long Beach
LLC

DATED: November 2, 2023

Respectfully submitted,

O’HAGAN MEYER LLC

By: /s/Andrew J. Sokolowski
Melissa t. Daugherty
Andrew J. Sokolowski
Attorneys for Defendant PC Care, LLC

DATED: November 2, 2023

Respectfully submitted,

MOSS BOLLINGER LLP

By: 
Jeremy F. Bollinger
Dennis F. Moss
Ari E. Moss
Jorge A. Flores
Attorneys for Plaintiff Camisha Pascascio

EXHIBIT A1

to

**Second Stipulation
of Class Action
Settlement**

1 **COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND**
2 **HEARING DATE FOR FINAL COURT APPROVAL**

3 *Camisha Pascascio v. Epic Contract and Permanent Placement et al.*

4 Los Angeles Superior Court Case No. 21STCV26367

5
6 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
7 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***
8

9 **You may be eligible to receive money** from an employee class action and PAGA lawsuit
10 ("Action") against Defendants MEK Long Beach, LLC and PC Care, LLC (together "Defendants")
11 for alleged wage and hour violations. The Action was filed by a former employee Camisha Pascascio
12 ("Plaintiff") and seeks payment of (1) unpaid overtime wages, (2) meal and rest break premium wages,
13 (3) inaccurate wage statement penalties, (3) waiting time penalties, (4) restitution, and (5) civil
14 penalties on behalf of a class of all persons who were assigned by Epic Contract and Permanent
15 Placement Staffing, Inc. ("Epic") to perform services as a Registered Nurse, Licensed Vocational
16 Nurse, Certified Nursing Assistant or in any other healthcare position for PC Care and MEK and (1)
17 were classified by Epic as an independent contractor at any time between July 16, 2017 and the end
18 of the Class Period or (2) were classified by Epic as an employee of Epic at any time between January
19 7, 2018 through February 24, 2023 ("Class Members"); and civil penalties under the California Private
20 Attorneys General Act ("PAGA") for all such employees assigned to Defendants by Epic at any time
21 from June 1, 2020, through February 24, 2023 ("Aggrieved Employees"). The Class Period is from
22 July 16, 2017 through February 24, 2023. The PAGA Period is from June 1, 2020 through February
23 24, 2023.

24 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to
25 fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual
26 PAGA Payments and pay penalties to the California Labor and Workforce Development Agency
27 ("LWDA").
28

1 Based on Defendants' records, and the Parties' current assumptions, your **Individual Class**
2 **Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is**
3 **estimated to be \$_____.** The actual amount you may receive likely will be different and will depend
4 on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to
5 Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement
6 because you didn't work during the PAGA Period.)

7 The above estimates are based on Defendants' records showing that **you worked _____ shifts**
8 **during the Class Period and you worked _____ pay periods during the PAGA Period and that you**
9 **[did/did not] experience a termination.** If you believe that you worked more shifts during the Class
10 Period or more pay periods during the PAGA Period, you can submit a challenge by the deadline date.
11 *See Section 4 of this Notice.*

12 The Court has already preliminarily approved the proposed Settlement and approved this
13 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected
14 whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read
15 and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve
16 the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys
17 ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants
18 to make payments under the Settlement and requires Class Members and Aggrieved Employees to
19 give up their rights to assert certain claims against Defendants.

20 If you worked for Defendants during the Class Period and/or the PAGA Period, you have two
21 basic options under the Settlement:

- 22 **(1) Complete and Return the Enclosed IRS Form W-9 to Receive a Payment.** In
23 order to participate in the proposed Settlement and be eligible for an Individual
24 Class Payment and/or an Individual PAGA Payment. If you do not return a
25 completed form and you do not opt out of the Settlement, and the Court approves
26 the Settlement, as a Participating Class Member, though, you will give up your right
27 to assert Class Period wage claims and PAGA Period penalty claims against
28 Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. If you are an Aggrieved Employee, you cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Complete and Return the Enclosed IRS Form W-9 to Receive a Payment from the Settlement	If you do not opt out of the Settlement, you will be a Participating Class Member; however, you must return a completed IRS Form W-9 to receive an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (“Released Claims”).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved

	Employees and the Aggrieved Employees must give up their rights to pursue PAGA penalties during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u> </u>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You Can Participate in the <u> </u> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <u> </u> . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
You Can Challenge the Calculation of Your Shifts/Pay Periods Written Challenges Must be Submitted by <u> </u>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many shifts you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period shifts and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u> </u> . <i>See</i> Section 4 of this Notice.

1 **1. WHAT IS THE ACTION ABOUT?**

2 Plaintiff was assigned by Epic to work at Defendants. The Action accuses Defendants of
3 violating California labor laws by failing to pay all overtime wages, failing to provide meal and rest
4 periods, failing to pay wages due upon termination, failing to provide accurate itemized wage
5 statements, and committing unfair business practices. Based on the same claims, Plaintiff has also
6 asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§
7 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Jeremy F. Bollinger,
8 Dennis F. Moss, Ari E. Moss, and Jorge A. Flores of Moss Bollinger LLP (“Class Counsel.”)

9 Defendants strongly deny violating any laws or failing to pay any wages and contends it
10 complied with all applicable laws and have decided to resolve this matter to avoid the cost and
11 inconvenience of protracted litigation.

12 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

13 So far, the Court has made no determination whether Defendants or Plaintiff is correct on the
14 merits.

15 In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort
16 to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than
17 continuing the expensive and time-consuming process of litigation. The negotiations were successful
18 with respect to the claims against MEK Long Beach, LLC and PC Care, LLC. The case will proceed
19 against all other defendants named in the case. By signing a lengthy written settlement agreement
20 (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action with respect
21 to Defendants PC Care, LLC and MEK Long Beach, LLC, and enforcing the Agreement, Plaintiff and
22 Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both
23 sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle,
24 Defendants do not admit any violations or concede the merit of any claims.

25 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
26 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering
27 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is
28 in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily

1 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and
2 scheduled a hearing to determine Final Approval.

3 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED**
4 **SETTLEMENT?**

5 1. Defendants Will Pay A Total of One Hundred Thirty-Two Thousand Five Hundred
6 Dollars (\$132,500.00) as the Gross Settlement Amount (“Gross Settlement”). Defendant PC Care has
7 agreed to pay Fifty-Five Thousand Dollars (\$55,000.00) of the Gross Settlement and Defendant MEK
8 Long Beach, LLC has agreed to pay Seventy-Seven Thousand Five Hundred Dollars (\$77,500.00) of
9 the Gross Settlement. Defendants have agreed to deposit the Gross Settlement into an account
10 controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to
11 pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service
12 Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties
13 to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the
14 Court grants Final Approval, Defendants will fund the Gross Settlement not more than fourteen (14)
15 calendar days after the Judgment entered by the Court become final. The Judgment will be final on
16 the date the Court enters Judgment, or a later date if Participating Class Members object to the
17 proposed Settlement or the Judgment is appealed.

18 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
19 Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross
20 Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

21 A. Up to \$44,166.67 (third of the Gross Settlement) to Class Counsel for attorneys’
22 fees and up to \$18,000 for their litigation expenses. To date, Class Counsel
23 have worked and incurred expenses on the Action without payment.

24 B. Up to \$7,500 as a Class Representative Award for filing the Action, working
25 with Class Counsel and representing the Class. A Class Representative Award
26 will be the only monies Plaintiff will receive other than Plaintiff’s Individual
27 Class Payment and any Individual PAGA Payment.

28 C. Up to \$8,646.66 to the Administrator for services administering the Settlement.

D. Approximately \$4,000 for PAGA Penalties for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Shifts worked.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 15% of each Individual Class Payment to taxable wages (“Wage Portion”) and 85% to non-economic damages and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the non-profit Bet Tzedek Free Legal Services for the benefit of the Bet Tzedek Employment Rights Clinic pursuant to Code of Civil Procedure § 384, subd. b.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the

1 Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to
2 notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED]
3 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her
4 representative setting forth a Class Member's name, present address, telephone number, and a simple
5 statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-
6 Participating Class Members) will not receive Individual Class Payments but will preserve their rights
7 to personally pursue wage and hour claims against Defendants. You cannot opt-out of the PAGA
8 portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-
9 Participating Class Members) remain eligible for Individual PAGA Payments and are required to give
10 up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in
11 the Action.

12 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
13 possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment.
14 It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants
15 have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and
16 Class Members will not release any claims against Defendants.

17 8. Administrator. The Court has appointed a neutral company, **Phoenix Settlement**
18 **Administrators** (the "Administrator") to send this Notice, calculate and make payments, and process
19 Class Members' Requests for Exclusion. The Administrator will also decide Class Member
20 Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other
21 tasks necessary to administer the Settlement. The Administrator's contact information is contained in
22 Section 9 of this Notice.

23 9. Participating Class Members' Release. After the Judgment is final and Defendants has
24 fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class
25 Members will be legally barred from asserting any of the claims released under the Settlement. This
26 means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot
27 sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages
28

1 based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the
2 Action and resolved by this Settlement.

3 The Participating Class Members will be bound by the following release: All Participating
4 Class Members, on behalf of themselves and their respective former and present representatives,
5 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all
6 claims under state, federal, and local law arising out of the allegations made in the Action as to
7 Defendants MEK and PC Care and that reasonably arise or could have arisen out of the facts alleged
8 in the Action with respect to Defendants MEK and PC Care as to the Class Members only with regard
9 to those claims for or related to alleged unpaid overtime wages, meal and rest period violations,
10 inaccurate wage statements, failure to timely pay wages at separation of employment, unfair
11 competition, unfair business practices, unlawful business practices, fraudulent business practices, and
12 PAGA claims for civil penalties due to any of the same alleged Labor Code violations during the Class
13 Period listed above, interest, fees, costs.

14 10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and
15 Defendants has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all
16 Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not
17 they exclude themselves from the Settlement. This means that all Aggrieved Employees, including
18 those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue,
19 continue to sue, or participate in any other PAGA claim against Defendants or its related entities based
20 on the PAGA Period facts alleged in the Action and resolved by this Settlement.

21 The Aggrieved Employees' Releases for Participating and Non-Participating Class Members
22 are as follows: All Aggrieved Employees are deemed to release, on behalf of themselves and their
23 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
24 and assigns, the Released Parties from any and all claims for violation of the California Private
25 Attorneys General Act of 2004 (Labor Code § 2698, et seq.), predicated on the facts and/or claims
26 alleged in the Action and/or any PAGA letter as to Defendants MEK and PC Care sent to the LWDA
27 by Plaintiff or in any way premised in whole or in part on any of the Released Class Claims that
28 arose at any time during the PAGA Period. The Aggrieved Employees will be issued a check for

1 their share of the PAGA Penalties and will not have the opportunity to opt out of, or object to, the
2 PAGA Penalties and release of the Released PAGA Claims set forth in this Paragraph.

3 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

4 1. Individual Class Payments. The Administrator will calculate Individual Class
5 Payments using the following formula: The Net Settlement Amount will be allocated among
6 Participating Class Members on a proportional basis based on the number of shifts worked during the
7 Class Period and whether the Participating Class Member experienced a termination during the Class
8 Period. Participating Class Members shall be allocated one (1) points of credit for each shift they
9 worked within the Class Period, and five (5) points of credit if the Participating Class Member
10 experienced a termination between July 16, 2018 through February 24, 2023. To calculate each Class
11 Member's proportional share, the Administrator will (i) Add all points for all Participating Class
12 Members to obtain the Denominator; (ii) Divide the number of points for each Participating Class
13 Member by the Denominator to obtain each Class Member's portion of the Net Settlement Amount;
14 (iii) Multiply each Participating Class Member's portion of the Net Settlement Amount by the Net
15 Settlement Amount to determine each Class Member's estimated individual settlement payment of the
16 Net Settlement Amount.

17 2. Individual PAGA Payments. The Administrator will calculate Individual PAGA
18 Payments by (a) dividing approximately \$1,000 (25% of the PAGA penalties) by the total number of
19 PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number
20 of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

21 3. Shift/Pay Period Challenges. The number of Class Shifts you worked during the Class
22 Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in
23 Defendants' records, are stated in the first page of this Notice. You have until [REDACTED] to
24 challenge the number of Shifts, and/or Pay Periods credited to you. You can submit your challenge
25 by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice
26 has the Administrator's contact information. You need to support your challenge by sending copies of
27 pay stubs or other records. The Administrator will accept Defendants' calculation of Shifts and/or Pay
28 Periods based on Defendants' records as accurate unless you send copies of records containing

contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Shift and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as **Camisha Pascascio v. Epic Contract and Permanent Placement et al., Los Angeles Superior Court Case No. 21STCV26367**, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) court days before the **[INSERT DATE OF FINAL APPROVAL HEARING]** Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) or the Court's website (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is** . Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action **Camisha Pascascio v. Epic Contract and Permanent Placement et al., Los Angeles Superior Court Case No. 21STCV26367** and include your name, current address, telephone number, and approximate dates of employment for and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department SS11 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 N Spring St, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV26367. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel: Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, Jorge A. Flores
Name of Attorney: Jeremy F. Bollinger
Email Address: jeremy@mossbollinger.com
Name of Firm: Moss Bollinger LLP
Mailing Address: 15300 Ventura Blvd., Ste. 207, Sherman Oaks, California 91403
Telephone: (310) 982-2984

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

If your check is already void you should consult the Unclaimed Property Fund

for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.