

1 **CLASS ACTION AND PAGA SETTLEMENT**

2 **AGREEMENT AND CLASS NOTICE**

3 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
4 Plaintiff Camisha Pascascio (“Plaintiff”) and Defendant PC Care, LLC (“PC Care”) and Defendant
5 MEK Long Beach, LLC (“MEK”) (PC Care and MEK collectively, “Defendants”), (Plaintiff and
6 Defendants collectively, the “Parties”).

7 **1. DEFINITIONS.**

- 8 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations
9 against Defendants captioned *Pascascio v. Epic Contract and Permanent*
10 *Placement Staffing, Inc. et al.*, Los Angeles County Superior Case No.
11 21STCV26367 initiated on July 16, 2021. The operative complaint is the Fourth
12 Amended Complaint filed on November 8, 2023. This Settlement only resolves
13 the claims as alleged against PC Care and MEK. The remainder of the Action
14 will remain ongoing as to other defendants named in the operative complaint.
- 15 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity
16 the Parties have agreed to appoint to administer the Settlement.
- 17 1.3. “Administration Expenses Payment” means the amount the Administrator will
18 be paid from the Gross Settlement Amount to reimburse its reasonable fees and
19 expenses in accordance with the Administrator’s “not to exceed” bid submitted
20 to the Court in connection with Preliminary Approval of the Settlement.
- 21 1.4. “Aggrieved Employees” means all persons who were assigned by Epic Contract
22 and Permanent Placement Staffing, Inc. (“Epic”) to perform services as a
23 Registered Nurse, Licensed Vocational Nurse, Certified Nursing Assistant or in
24 any other healthcare position for PC Care and/or MEK and (1) were classified
25 by Epic as an independent contractor at any time during the PAGA Period or
26 (2) were classified by Epic as an employee of Epic at any time during the PAGA
27 Period.
28

- 1.5. “Class” means all persons who were assigned by Epic Contract and Permanent Placement Staffing, Inc. (“Epic”) to perform services as a Registered Nurse, Licensed Vocational Nurse, Certified Nursing Assistant or in any other healthcare position for PC Care and/or MEK and (1) were classified by Epic as an independent contractor at any time between July 16, 2017 and the end of the Class Period or (2) were classified by Epic as an employee of Epic at any time between January 7, 2018 through the end of the Class Period (the “Settlement Class” or the “Class Members”). PC Care represents that there are a total of 39 Class Members in the Class with regard to the claims alleged against PC Care. MEK represents that there a total of 65 Class Members in the Class with regard to the claims alleged against MEK. There may be overlap in the identities of these Class Members.
- 1.6. “Class Counsel” means Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss, and Jorge A. Flores of Moss Bollinger LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action as to Defendants.
- 1.8. “Class Data” means Class Member identifying information provided by Defendants and Epic, as well as the contact information available through searches conducted by Plaintiff to locate Class Members, as well as the Class Member’s name and number of Class Period Workweeks and PAGA Pay Periods from Defendants’ records. The Parties acknowledge that because Defendants were not the Class Members’ direct employers, Defendants may lack complete Class Data. Defendants agree to provide information constituting the Class Data to the extent it is in their possession, custody, or control.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member

(including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from July 16, 2017 through February 24, 2023, for Class Members who were classified as independent contractors by Epic Contract and Permanent Placement Staffing, Inc. and January 7, 2018 through February 24, 2023, for Class Members who were classified as employees by Epic Contract and Permanent Placement Staffing, Inc.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defense Counsel” means Melissa T. Dougherty and Andrew J. Sokolowski of Barber Ranen LLP on behalf of Defendant PC Care, LLC, and Anthony Ocegvera of Barber Ranen LLP on behalf of Defendant MEK Long Beach, LLC.

- 1.17. “Effective Date” means the later of the time when: either (i) the Judgment of the Court granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) 20 days after Notice is provided by Plaintiff to Defendant that the Court entered the order on final approval of the settlement, if there are no objections.
- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means a maximum of Fifty-Five Thousand Dollars (\$55,000.00) by PC Care and Seventy-Seven Thousand Five Hundred Dollars (\$77,500.00) by MEK for a total of One Hundred Thirty-Two Thousand Five Hundred Dollars (\$132,500.00), which is non-reversionary, including all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses (the “Gross Settlement Amount” or “GSA”). In no event shall Defendants be required to pay more than the Gross Settlement Amount with the sole exception that Defendants shall remit their respective shares of the employer’s payroll taxes, as provided herein, in addition to the Gross Settlement Amount
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.

- 1.24. “Judgment” means the judgment entered by the Court as to the claims against PC Care and MEK based upon the Final Approval.
- 1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.27. “Net Settlement Amount” means the Gross Settlement Amount less proposed attorneys’ fees, costs, and enhancement award to named Plaintiff, and Administrator’s Expenses Payment.
- 1.28. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Period” means the period from June 1, 2020 to February 24, 2023.
- 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.32. “PAGA Notice” means the letter Plaintiff submitted to the LWDA on June 1, 2021, and an amended PAGA letter submitted to the LWDA on December 8, 2021, in Case No. LWDA-CM-833673-21, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33. “PAGA Penalties” means the PAGA civil penalties to be paid from the Net Settlement Amount. Four Thousand Dollars (\$4,000.00) of the Gross Settlement Amount shall be allocated to resolve the penalty claims under the Private Attorneys General Act with respect to PC Care and MEK (“PAGA Penalty Payment”), 75% of which (\$3,000.00) will be distributed to the LWDA and 25% to the Settlement Class Members (\$1,000.00). The PAGA Penalty Payment shall be allocated equally to each Defendant.

- 1.34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35. “Plaintiff” means Camisha Pascascio, the named plaintiff in the Action.
- 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40. “Released Parties” collectively means: Defendant PC Care and each of its former and present directors, officers, shareholders, owners, members, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates; and, Defendant MEK and each of its former and present directors, officers, shareholders, owners, members, employees, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. “Response Deadline” means forty-five (45) calendar days from the mailing of the Class Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator.
- 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

1 **2. RECITALS.**

2 2.1. On July 16, 2021, Plaintiff commenced this Action by filing a Complaint
3 alleging causes of action against Defendants for (1) failure to pay overtime
4 wages, (2) failure to provide meal periods, (3) failure to allow rest breaks, (4)
5 failure to provide accurate wage statements; (5) failure to timely pay wages
6 upon cessation of employment; and (6) unfair competition. On August 6, 2021,
7 Plaintiff filed a First Amended Complaint to add a seventh cause of action for
8 civil penalties under the California Private Attorneys General Act of 2004
9 (Labor Code § 2698, et seq.) Thereafter, Plaintiff amended her complaint twice
10 to name additional defendants or to correct the names of existing defendants.
11 The Fourth Amended Complaint is the Operative Complaint. Defendants deny
12 the allegations in the Operative Complaint, deny any failure to comply with the
13 laws identified in the Operative Complaint and deny any and all liability for the
14 causes of action alleged.

15 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
16 notice to Defendants and the LWDA by sending the PAGA Notices.

17 2.3. On February 24, 2023, the Parties participated in an all-day mediation presided
18 over by mediator Hon. Jeffrey Winikow (ret.). Judge Winikow made mediator's
19 proposals as to each defendant which the parties ultimately accepted, leading to
20 this Agreement to settle the Action as to defendants MEK and PC Care.

21 2.4. Prior to mediation, Plaintiff served formal discovery, but the Parties agreed that
22 Defendant would provide informally the requested discovery Plaintiff and his
23 counsel needed to evaluate the class and PAGA claims. Plaintiff also received
24 discovery responses and documents from Defendant Epic which the Parties
25 used in their investigation and settlement of the claims against MEK and PC
26 Care. Plaintiff's investigation was sufficient to satisfy the criteria for court
27 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th
28 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116,

129-130 (“*Dunk/Kullar*”).

2.5. The Court has not yet granted class certification. For settlement purposes only, the Parties agree that the Class, as defined in Paragraph 1.5 herein, may be certified in the Action. The Parties are not certifying any PAGA claims. In support of this Agreement, Plaintiff will request that the Court certify for settlement purposes only the Class as to all non-PAGA claims that have been asserted, which Defendants shall not oppose or object to.

2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 4.3 below, Defendant PC Care agrees to pay Fifty-Five Thousand Dollars (\$55,000.00) and Defendant MEK agrees to pay Seventy-Seven Thousand Five Hundred Dollars (\$77,500.00) for a total of One Hundred Thirty-Two Thousand Five Hundred Dollars (\$132,500.00) and no more, as the Gross Settlement Amount. In no event shall Defendants be liable for the payment of any amounts exceeding the Gross Settlement Amount with the exception of the employer’s share of payroll taxes. Specifically, all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

1 3.2. Payments from the Gross Settlement Amount. The Administrator will make
2 and deduct the following payments from the Gross Settlement Amount, in the
3 amounts specified by the Court in the Final Approval:

4 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
5 Representative of not more than Seven Thousand Five Hundred Dollars
6 (\$7,500) (in addition to any Individual Class Payment and any
7 Individual PAGA Payment the Class Representative is entitled to
8 receive as a Participating Class Member). Defendants will not oppose
9 Plaintiff's request for a Class Representative Service Payment that does
10 not exceed this amount. As part of the motion for Class Counsel Fees
11 Payment and Class Litigation Expenses Payment, Plaintiff will seek
12 Court approval for any Class Representative Service Payments no later
13 than sixteen (16) court days prior to the Final Approval Hearing. If the
14 Court approves a Class Representative Service Payment less than the
15 amount requested, the Administrator will retain the remainder in the Net
16 Settlement Amount. The Administrator will pay the Class
17 Representative Service Payment using IRS Form 1099. Plaintiff
18 assumes full responsibility and liability for employee taxes owed on the
19 Class Representative Service Payment.

20 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one
21 third of the Gross Settlement Amount, which is currently estimated to
22 be Forty-Four Thousand One Hundred Sixty-Six Dollars and Sixty-
23 Seven Cents (\$44,166.67) and a Class Counsel Litigation Expenses
24 Payment of not more than \$18,000. Defendants will not oppose requests
25 for these payments provided that they do not exceed these amounts.
26 Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
27 Payment and Class Litigation Expenses Payment no later than sixteen
28 (16) court days prior to the Final Approval Hearing. If the Court

1 approves a Class Counsel Fees Payment and/or a Class Counsel
2 Litigation Expenses Payment less than the amounts requested, the
3 Administrator will allocate the remainder to the Net Settlement Amount.
4 Released Parties shall have no liability to Class Counsel or any other
5 Plaintiff's Counsel arising from any claim to any portion any Class
6 Counsel Fee Payment and/or Class Counsel Litigation Expenses
7 Payment. The Administrator will pay the Class Counsel Fees Payment
8 and Class Counsel Expenses Payment using one or more IRS 1099
9 Forms. Class Counsel assumes full responsibility and liability for taxes
10 owed on the Class Counsel Fees Payment and the Class Counsel
11 Litigation Expenses Payment and holds Defendants harmless, and
12 indemnifies Defendants, from any dispute or controversy regarding any
13 division or sharing of any of these Payments.

14 3.2.3. To the Administrator: An Administrator Expenses Payment not to
15 exceed Seven Thousand Dollars (\$7,000) based on 104 class members
16 except for a showing of good cause and as approved by the Court. To
17 the extent the Administration Expenses are less or the Court approves
18 payment less than Seven Thousand Dollars (\$7,000), the Administrator
19 will retain the remainder in the Net Settlement Amount.

20 3.2.4. To Each Participating Class Member: An Individual Class Payment
21 calculated as follows: The Net Settlement Amount will be allocated
22 among Participating Class Members on a proportional basis based on
23 the number of shifts worked during the Class Period and whether the
24 Participating Class Member experienced a separation from employment
25 during the Class Period. Participating Class Members shall be allocated
26 one (1) points of credit for each shift they worked within the Class
27 Period, and five (5) points of credit if the Participating Class Member
28 experienced a separation from employment between July 16, 2018

1 through February 24, 2023. To calculate each Class Member's
2 proportional share, the Administrator will (i) Add all points for all
3 Participating Class Members to obtain the Denominator; (ii) Divide the
4 number of points for each Participating Class Member by the
5 Denominator to obtain each Class Member's portion of the Net
6 Settlement Amount; (iii) Multiply each Participating Class Member's
7 portion of the Net Settlement Amount by the Net Settlement Amount to
8 determine each Class Member's estimated individual settlement
9 payment of the Net Settlement Amount.

10 3.2.4.1. Tax Allocation of Individual Class Payments. Fifteen percent
11 (15%) of each Participating Class Member's Individual Class
12 Payment will be allocated to settlement of wage claims (the
13 "Wage Portion"). The Wage Portions are subject to tax
14 withholding and will be reported on an IRS W-2 Form. Eighty-
15 Five Percent (85%) of each Participating Class Member's
16 Individual Class Payment will be allocated to settlement of
17 claims for interest and penalties (the "Non-Wage Portion"). The
18 Non-Wage Portions are not subject to wage withholdings and
19 will be reported on IRS 1099 Forms. Participating Class
20 Members assume full responsibility and liability for any
21 employee taxes owed on their Individual Class Payment.

22 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
23 Individual Class Payments. Non-Participating Class Members
24 will not receive any Individual Class Payments. The
25 Administrator will retain amounts equal to their Individual Class
26 Payments in the Net Settlement Amount for distribution to
27 Participating Class Members on a pro rata basis.
28

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Four Thousand Dollars (\$4,000) of the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' share of the 25% of PAGA Penalties (i.e., \$1,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employee's PAGA Period Pay Periods will be calculated to the second/hundredths decimal place. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Size. Based on a review of their records to date, Defendants estimate there are no more than 104 Class Members.

4.2. Class Data. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Parties acknowledge that Defendants may lack complete Class Data given that they were not the Class Members' direct employer. Accordingly, Defendants' obligation to provide Class Data is limited to what is in Defendants' possession, custody, or control, and Defendant assume no additional obligations to search

1 out or locate incomplete Class Data. To protect Class Members' privacy rights,
2 the Administrator must maintain the Class Data in confidence, use the Class
3 Data only for purposes of this Settlement and for no other purpose, and restrict
4 access to the Class Data to Administrator employees who need access to the
5 Class Data to effect and perform under this Agreement. Defendants have a
6 continuing duty to immediately notify Class Counsel if it discovers additional
7 Class Data and to provide corrected or updated Class Data as soon as reasonably
8 feasible. Without any extension of the deadline by which Defendants must send
9 the Class Data to the Administrator, the Parties and their counsel will
10 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve
11 any issues related to missing or omitted Class Data.

12 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
13 Settlement Amount, and also fund the amounts necessary to fully pay
14 Defendants' share of payroll taxes by transmitting the funds to the
15 Administrator no later than fourteen (14) calendar days after the Effective Date.

16 4.4. Payments from the Gross Settlement Amount. Within fifteen (15) calendar
17 days after Defendants fund the Gross Settlement Amount, the Administrator
18 will mail checks for all Individual Class Payments and all Individual PAGA
19 Payments. Within twenty (20) calendar days after Defendants fund the Gross
20 Settlement Amount, the Administrator will mail checks to the LWDA PAGA
21 Payment, the Administration Expenses Payment, the Class Counsel Fees
22 Payment, the Class Counsel Litigation Expenses Payment, and the Class
23 Representative Service Payment. Disbursement of the Class Counsel Fees
24 Payment, the Class Counsel Litigation Expenses Payment and the Class
25 Representative Service Payment shall not precede disbursement of Individual
26 Class Payments and Individual PAGA Payments.

27 4.4.1. The Administrator will issue checks for the Individual Class Payments
28 and/or Individual PAGA Payments and send them to the Class Members

1 via First Class U.S. Mail, postage prepaid. The face of each check shall
2 prominently state the date (not less than 180 days after the date of
3 mailing) when the check will be voided. The Administrator will cancel
4 all checks not cashed by the void date. The Administrator will send
5 checks for Individual Settlement Payments to all Participating Class
6 Members (including those for whom Class Notice was returned
7 undelivered). The Administrator will send checks for Individual PAGA
8 Payments to all Aggrieved Employees including Non-Participating
9 Class Members who qualify as Aggrieved Employees (including those
10 for whom Class Notice was returned undelivered). The Administrator
11 may send Participating Class Members a single check combining the
12 Individual Class Payment and the Individual PAGA Payment. Before
13 mailing any checks, the Settlement Administrator must update the
14 recipients' mailing addresses using the National Change of Address
15 Database.

16 4.4.2. The Administrator must conduct a Class Member Address Search for all
17 other Class Members whose checks are returned undelivered without
18 USPS forwarding address. Within five (5) calendar days of receiving a
19 returned check the Administrator must re-mail checks to the USPS
20 forwarding address provided or to an address ascertained through the
21 Class Member Address Search. The Administrator need not take further
22 steps to deliver checks to Class Members whose re-mailed checks are
23 returned as undelivered. The Administrator shall promptly send a
24 replacement check to any Class Member whose original check was lost
25 or misplaced, requested by the Class Member prior to the void date.

26 4.4.3. For any Class Member whose Individual Class Payment check or
27 Individual PAGA Payment check is uncashed and cancelled after the
28 void date, the Administrator shall transmit the funds represented by such

1 checks to Bet Tzedek Free Legal Services for the benefit of the Bet
2 Tzedek Employment Rights Clinic pursuant to California Code of Civil
3 Procedure Section 384, subd. (b).

4 4.4.4. The payment of Individual Class Payments and Individual PAGA
5 Payments shall not obligate Defendants to confer any additional benefits
6 or make any additional payments to Class Members beyond those
7 specified in this Agreement.

8 **5. RELEASES OF CLAIMS:** Effective on the date when Defendants fully fund the
9 entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage
10 Portion of the Individual Class Payments, Plaintiff, Class Members, and Aggrieved
11 Employees will release claims against all Released Parties as follows:

12 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors, and assigns
14 generally, release and discharge Released Parties from the Claims set forth in
15 the Action, predicated on the same or similar facts and/or claims alleged in the
16 Operative Complaint and/or PAGA Letter, as well as any claims that reasonably
17 could have been pled which arise from the same or similar facts concerning the
18 Plaintiff, and claims for interest, penalties, as well as any claims under the
19 California Labor Code and California Industrial Welfare Commission Wage
20 Orders that were alleged or which could have been alleged under the same or
21 similar facts, allegations and/or claims pleaded in the Lawsuit; and any and all
22 other claims under California common law, the California Labor Code
23 including but not limited to the Private Attorneys General Act, the Fair Labor
24 Standards Act, California Industrial Welfare Commission Wage Orders, and the
25 California Business and Professions Code alleged in or that could have been
26 alleged under the same or similar facts, allegations and/or claims pleaded in the
27 Lawsuit. With respect to the Released Claims only this release also includes
28 such claims whether known or known, whether anticipated or unanticipated,

1 including such claims that Plaintiff did not know or suspect to exist in her favor
2 that accrued on or before the date of Preliminary Approval, that could have been
3 alleged under the same or similar facts, allegations and/or claims pleaded in the
4 Action. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims
5 or actions to enforce this Agreement, or to any claims for vested benefits,
6 unemployment benefits, disability benefits, social security benefits, workers'
7 compensation benefits that arose at any time, or based on occurrences outside
8 the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or
9 law different from, or in addition to, the facts or law that Plaintiff now knows
10 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be
11 and remain effective in all respects, notwithstanding such different or additional
12 facts or Plaintiff's discovery of them.

13 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

14 Plaintiff shall be deemed to have, and by operation of the Judgment shall
15 have, expressly waived and relinquished to the fullest extent permitted
16 by law the provisions, rights, and benefits of Section 1542 of the
17 California Civil Code, or any other similar provision under federal or
18 state law that purports to limit the scope of a general release. Plaintiff,
19 for herself, has read Section 1542 of the Civil Code of the State of
20 California, which provides as follows:

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

26 5.1.2. Plaintiff understands that Section 1542 gives the right not to release
27 existing claims of which she is not now aware, unless Plaintiff
28 voluntarily chooses to waive this right. Having been so apprised,

1 Plaintiff nevertheless voluntarily waives the rights described in Section
2 1542, and elect to assume all risks for claims that now exist in her favor,
3 known or unknown. The release of the claims of Plaintiff as set forth in
4 this Paragraph is a condition precedent to enforcement of the MOU and
5 this Agreement.

6 5.2. The “Released Class Claims”: All Participating Class Members, on behalf of
7 themselves and their respective former and present representatives, agents,
8 attorneys, heirs, administrators, successors, and assigns, release Released
9 Parties from all claims under state, federal, and local law arising out of the
10 allegations made in the Action as to Defendants MEK and PC Care and that
11 reasonably arise or could have arisen out of the facts alleged in the Action
12 with respect to Defendants MEK and PC Care as to the Class Members only
13 with regard to those claims for or related to alleged unpaid overtime wages,
14 meal and rest period violations, inaccurate wage statements, failure to timely
15 pay wages at separation of employment, unfair competition, unfair business
16 practices, unlawful business practices, fraudulent business practices, and
17 PAGA claims for civil penalties due to any of the same alleged Labor Code
18 violations during the Class Period listed above, interest, fees, costs. The
19 claims set forth in this paragraph shall be collectively referred to as the
20 “Released Claims.”

21 5.3. The “Release of PAGA Claims”: All Aggrieved Employees are deemed to
22 release, on behalf of themselves and their respective former and present
23 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
24 the Released Parties from any and all claims for violation of the California
25 Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.), predicated
26 on the facts and/or claims alleged in the Action and/or any PAGA letter as to
27 Defendants MEK and PC Care sent to the LWDA by Plaintiff or in any way
28 premised in whole or in part on any of the Released Class Claims that arose at

1 any time during the PAGA Period. The Aggrieved Employees will be issued a
2 check for their share of the PAGA Penalties and will not have the opportunity
3 to opt out of, or object to, the PAGA Penalties and release of the Released
4 PAGA Claims set forth in this Paragraph. The Aggrieved Employees are bound
5 by the release of the Released PAGA Claims regardless of whether they cash
6 or deposit their Individual PAGA Payment or opt out of being a Settlement
7 Class Member in accordance with Paragraph 7.5.

8 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare
9 and file a motion for preliminary approval (“Motion for Preliminary Approval”) that
10 complies with the Court’s current checklist for Preliminary Approval.

11 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense
12 Counsel all documents necessary for obtaining Preliminary Approval,
13 including: (i) a draft of the notice, and memorandum in support, of the Motion
14 for Preliminary Approval that includes an analysis of the Settlement under
15 *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
16 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting
17 Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed
18 Class Notice; (iv) a signed declaration from the Administrator attaching its “not
19 to exceed” bid for administering the Settlement and attesting to its willingness
20 to serve; competency; operative procedures for protecting the security of Class
21 Data; amounts of insurance coverage for any data breach, defalcation of funds
22 or other misfeasance; all facts relevant to any actual or potential conflicts of
23 interest with Class Members; and the nature and extent of any financial
24 relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed
25 declaration from Plaintiff confirming willingness and competency to serve and
26 disclosing all facts relevant to any actual or potential conflicts of interest with
27 Class Members and/or the Administrator; (v) a signed declaration from each
28 Class Counsel firm attesting to its competency to represent the Class Members;

1 its timely transmission to the LWDA of all necessary PAGA documents (initial
2 notice of violations (Labor Code section 2699.3, subd. (a)), Operative
3 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor
4 Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties'
5 Agreement showing all modifications made to the Model Agreement ready for
6 filing with the Court; and (vii) all facts relevant to any actual or potential
7 conflict of interest with Class Members, the Administrator. In their
8 Declarations, Plaintiff and Class Counsel Declaration shall aver that they are
9 not aware of any other pending matter or action asserting claims that will be
10 extinguished or adversely affected by the Settlement.

11 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
12 responsible for expeditiously finalizing and filing the Motion for Preliminary
13 Approval no later than May 31, 2023; obtaining a prompt hearing date for the
14 Motion for Preliminary Approval; and for appearing in Court to advocate in
15 favor of the Motion for Preliminary Approval. Class Counsel is responsible for
16 delivering the Court's Preliminary Approval to the Administrator.

17 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
18 for Preliminary Approval and/or the supporting declarations and documents,
19 Class Counsel and Defense Counsel will expeditiously work together on behalf
20 of the Parties by meeting in person or by telephone, and in good faith, to resolve
21 the disagreement. If the Court does not grant Preliminary Approval or
22 conditions Preliminary Approval on any material change to this Agreement,
23 Class Counsel and Defense Counsel will expeditiously work together on behalf
24 of the Parties by meeting in person or by telephone, and in good faith, to modify
25 the Agreement and otherwise satisfy the Court's concerns.

26 **7. SETTLEMENT ADMINISTRATION.**

27 7.1. Selection of Administrator. The Parties have jointly selected Phoenix
28 Settlement Administrators to serve as the Administrator and verified that, as a

condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, shifts and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than thirty (30) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member/Aggrieved Employee, and the number of shifts and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the

1 Administrator shall update Class Member addresses using the National
2 Change of Address database.

3 7.4.3. Not later than five (5) business days after the Administrator's receipt of
4 any Class Notice returned by the USPS as undelivered, the
5 Administrator shall re-mail the Class Notice using any forwarding
6 address provided by the USPS. If the USPS does not provide a
7 forwarding address, the Administrator shall conduct a Class Member
8 Address Search, and re-mail the Class Notice to the most current address
9 obtained. The Administrator has no obligation to make further attempts
10 to locate or send Class Notice to Class Members whose Class Notice is
11 returned by the USPS a second time.

12 7.4.4. If the Administrator, Defendants or Class Counsel is contacted by or
13 otherwise discovers any persons who believe they should have been
14 included in the Class Data and should have received Class Notice, the
15 Parties will expeditiously meet and confer in person or by telephone,
16 and in good faith, in an effort to agree on whether to include them as
17 Class Members. If the Parties agree, such persons will be Class
18 Members entitled to the same rights as other Class Members, and the
19 Administrator will send, via email or overnight delivery, a Class Notice
20 requiring them to exercise options under this Agreement not later than
21 fourteen (14) calendar days after receipt of Class Notice, or the deadline
22 dates in the Class Notice, which ever are later.

23 7.5. Requests for Exclusion (Opt-Outs).

24 7.5.1. Each Class Member shall have forty-five (45) calendar days from the
25 mailing of the Notice within which to complete and postmark a written
26 request for exclusion, for return to the Settlement Administrator. The
27 request need not be in any particular form and will be considered a valid
28 request for exclusion so long as it communicates a clear desire by the

1 Settlement Class Member not to be included in the Settlement and/or
2 Settlement Class, and identifies his/her/their full name and date of birth,
3 and current address along with his/her/their signature. No requests for
4 exclusion shall be accepted if postmarked after the forty-five (45)
5 calendar day period for the filing of exclusions. Class Members are
6 responsible to maintain a photocopy of their request for exclusion,
7 reflecting that it was submitted in a timely manner. Any disputes
8 regarding the timeliness of a request for exclusion or whether a written
9 communication constitutes a valid request that cannot be resolved
10 between the Parties shall be determined by the Court, whose
11 determination shall be final. A Class Member, who is also an Aggrieved
12 Employee, cannot opt-out of the PAGA component of the Settlement.

13 7.5.2. Any Class Member who validly excludes himself/herself/themselves
14 from this Settlement shall not be bound by the Class Released Claims
15 and shall not be entitled to any portion of the Net Settlement Amount.

16 7.5.3. The Parties specifically agree not to solicit opt-outs, directly or
17 indirectly, through any means.

18 7.6. Challenges to Calculation of Shifts. Each Class Member shall have forty-five
19 (45) days after the Administrator mails the Class Notice to challenge the
20 number of Class Shifts and PAGA Pay Periods (if any) allocated to the Class
21 Member in the Class Notice. The Class Member may challenge the allocation
22 by communicating with the Administrator via fax, email or mail. The
23 Administrator must encourage the challenging Class Member to submit
24 supporting documentation. In the absence of any contrary documentation, the
25 Administrator is entitled to presume that the shifts contained in the Class Notice
26 are correct so long as they are consistent with the Class Data. The
27 Administrator's determination of each Class Member's allocation of Shifts
28 and/or Pay Periods shall be final and not appealable or otherwise susceptible to

challenge. The Administrator shall promptly provide copies of all challenges to calculation of Shifts and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice

7.7.3. Any Class Member, who does not affirmatively opt-out of the Settlement by submitting a valid and timely request for exclusion, may object to the approval of class action settlement ("Objecting Class Member"). Any Class Member who makes a timely request for exclusion has waived their right to object.

7.7.4. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7.5. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

7.7.6. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the

1 Settlement or to appeal from the Court's Final Judgment. Class Counsel
2 shall not represent any Class Members with respect to any such
3 objections to this Settlement.

4 7.8. Administrator Duties. The Administrator has a duty to perform or observe all
5 tasks to be performed or observed by the Administrator contained in this
6 Agreement or otherwise.

7 7.8.1. Requests for Exclusion (Opt-outs) and Exclusion List. The
8 Administrator will promptly review on a rolling basis Requests for
9 Exclusion to ascertain their validity. Not later than five (5) days after
10 the expiration of the deadline for submitting Requests for Exclusion, the
11 Administrator shall email a list to Defense Counsel containing (a) the
12 names and other identifying information of Class Members who have
13 timely submitted valid Requests for Exclusion ("Exclusion List"); (b)
14 the names and other identifying information of Class Members who
15 have submitted invalid Requests for Exclusion; (c) copies of all
16 Requests for Exclusion from Settlement submitted (whether valid or
17 invalid). Separately, the Administrator shall email a list to Class
18 Counsel containing (a) the names on the Exclusion List. If more than
19 ten percent (10%) of the Class Members submit Requests for Exclusion,
20 each Defendant will have the option to declare the Settlement null and
21 void by providing notice to Class Counsel by email.

22 7.8.2. Weekly Reports. The Administrator must, on a weekly basis, provide
23 written reports to Class Counsel and Defense Counsel that, among other
24 things, tally the number of: Class Notices mailed or re-mailed, Class
25 Notices returned undelivered, Requests for Exclusion (whether valid or
26 invalid) received, objections received, challenges to Workweeks and/or
27 Pay Periods received and/or resolved, and checks mailed for Individual
28 Class Payments and Individual PAGA Payments ("Weekly Report").

1 The Weekly Reports must include provide the Administrator's
2 assessment of the validity of Requests for Exclusion and attach copies
3 of all Requests for Exclusion and objections received.

4 7.8.3. Administrator's Declaration. Not later than fourteen (14) calendar days
5 before the date by which Plaintiff is required to file the Motion for Final
6 Approval of the Settlement, the Administrator will provide to Class
7 Counsel and Defense Counsel, a signed declaration suitable for filing in
8 Court attesting to its due diligence and compliance with all of its
9 obligations under this Agreement, including, but not limited to, its
10 mailing of Class Notice, the Class Notices returned as undelivered, the
11 re-mailing of Class Notices, attempts to locate Class Members, the total
12 number of Requests for Exclusion from Settlement it received (both
13 valid or invalid), the number of written objections and attach the
14 Exclusion List. The Administrator will supplement its declaration as
15 needed or requested by the Parties and/or the Court. Class Counsel is
16 responsible for filing the Administrator's declaration(s) in Court.

17 7.8.4. Final Report by Settlement Administrator. Within ten (10) calendar
18 days after the Administrator disburses all funds in the Gross Settlement
19 Amount, the Administrator will provide Class Counsel and Defense
20 Counsel with a final report detailing its disbursements by employee
21 identification number only of all payments made under this Agreement.
22 At least thirty (30) days before any deadline set by the Court, the
23 Administrator will prepare, and submit to Class Counsel and Defense
24 Counsel, a signed declaration suitable for filing in Court attesting to its
25 disbursement of all payments required under this Agreement. Class
26 Counsel is responsible for filing the Administrator's declaration in
27 Court.
28

1 **8. MOTION FOR FINAL APPROVAL.** Not later than sixteen 16 court days before
2 the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final
3 approval of the Settlement that include a request for approval of the PAGA settlement
4 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a
5 proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide
6 drafts of these documents to Defense Counsel not later than seven (7) days prior to
7 filing the Motion for Final Approval. Class Counsel and Defense Counsel will
8 expeditiously meet and confer in person or by telephone, and in good faith, to resolve
9 any disagreements concerning the Motion for Final Approval.

10 8.1. Response to Objections. Each Party retains the right to respond to any objection
11 raised by a Participating Class Member, including the right to file responsive
12 documents in Court no later than five (5) court days prior to the Final Approval
13 Hearing, or as otherwise ordered or accepted by the Court.

14 8.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions
15 Final Approval on any material change to the Settlement (including, but not
16 limited to, the scope of release to be granted by Class Members), the Parties
17 will expeditiously work together in good faith to address the Court’s concerns
18 by revising the Agreement as necessary to obtain Final Approval. The Court’s
19 decision to award less than the amounts requested for the Class Representative
20 Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
21 Expenses Payment and/or Administrator Expenses Payment shall not constitute
22 a material modification to the Agreement within the meaning of this paragraph.

23 8.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
24 Judgment, the Court will retain jurisdiction over the Parties, Action, and the
25 Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment,
26 (ii) addressing settlement administration matters, and (iii) addressing such post-
27 Judgment matters as are permitted by law.
28

1 8.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
2 and conditions of this Agreement, specifically including the Class Counsel Fees
3 Payment and Class Counsel Litigation Expenses Payment reflected set forth in
4 this Settlement, the Parties, their respective counsel, and all Participating Class
5 Members who did not object to the Settlement as provided in this Agreement,
6 waive all rights to appeal from the Judgment, including all rights to post-
7 judgment and appellate proceedings, the right to file motions to vacate
8 judgment, motions for new trial, extraordinary writs, and appeals. The waiver
9 of appeal does not include any waiver of the right to oppose such motions, writs
10 or appeals. If an objector appeals the Judgment, the Parties' obligations to
11 perform under this Agreement will be suspended until such time as the appeal
12 is finally resolved and the Judgment becomes final, except as to matters that do
13 not affect the amount of the Net Settlement Amount.

14 8.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
15 the reviewing Court vacates, reverses, or modifies the Judgment in a manner
16 that requires a material modification of this Agreement (including, but not
17 limited to, the scope of release to be granted by Class Members), this
18 Agreement shall be null and void. The Parties shall nevertheless expeditiously
19 work together in good faith to address the appellate court's concerns and to
20 obtain Final Approval and entry of Judgment. An appellate decision to vacate,
21 reverse, or modify the Court's award of the Class Representative Service
22 Payment or any payments to Class Counsel shall not constitute a material
23 modification of the Judgment within the meaning of this paragraph, as long as
24 the Gross Settlement Amount remains unchanged.

25 9. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
26 Procedure section 384, the Parties will work together in good faith to jointly submit a
27 proposed amended judgment.
28

1 **10. ADDITIONAL PROVISIONS.**

2 10.1. No Admission of Liability, Class Certification or Representative Manageability
3 for Other Purposes. This Agreement represents a compromise and settlement
4 of highly disputed claims. Nothing in this Agreement is intended or should be
5 construed as an admission by Defendants that any of the allegations in the
6 Operative Complaint have merit or that Defendants has any liability for any
7 claims asserted; nor should it be intended or construed as an admission by
8 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree
9 that class certification and representative treatment is for purposes of this
10 Settlement only. If, for any reason the Court does grant Preliminary Approval,
11 Final Approval or enter Judgment, Defendants reserve the right to contest
12 certification of any class for any reasons, and Defendants reserve all available
13 defenses to the claims in the Action, and Plaintiff reserves the right to move for
14 class certification on any grounds available and to contest Defendants'
15 defenses. The Settlement, this Agreement and Parties' willingness to settle the
16 Action will have no bearing on, and will not be admissible in connection with,
17 any litigation (except for proceedings to enforce or effectuate the Settlement
18 and this Agreement).

19 10.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
20 Defendants and Defense Counsel separately agree that, until the Motion for
21 Preliminary Approval of Settlement is filed, they and each of them will not
22 disclose, disseminate and/or publicize, or cause or permit another person to
23 disclose, disseminate or publicize, any of the terms of the Agreement directly
24 or indirectly, specifically or generally, to any person, corporation, association,
25 government agency, or other entity except: (1) to the Parties' attorneys,
26 accountants, or spouses, all of whom will be instructed to keep this Agreement
27 confidential; (2) to the extent necessary to report income to appropriate taxing
28 authorities; (3) in response to a court order or subpoena; or (4) in response to

1 an inquiry or subpoena issued by a state or federal government agency. Each
2 Party agrees to immediately notify each other Party of any judicial or agency
3 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
4 Defendants and Defense Counsel separately agree not to, directly or indirectly,
5 initiate any conversation or other communication, before the filing of the
6 Motion for Preliminary Approval, any with third party regarding this
7 Agreement or the matters giving rise to this Agreement except to respond only
8 that “the matter was resolved,” or words to that effect. This paragraph does not
9 restrict Class Counsel’s communications with Class Members in accordance
10 with Class Counsel’s ethical obligations owed to Class Members.

11 10.3. Non-Publicity Post Preliminary Approval. Class Counsel and Plaintiff agree
12 not to publicize the terms of this Settlement with the media, including but not
13 limited to, any newspaper, journal, magazine, website and/or online reporter of
14 settlements or on any website.

15 10.4. No Solicitation. The Parties separately agree that they and their respective
16 counsel and employees will not solicit any Class Member to opt out of or object
17 to the Settlement, or appeal from the Judgment, either directly or indirectly,
18 through any means. Nothing in this paragraph shall be construed to restrict
19 Class Counsel’s ability to communicate with Class Members in accordance
20 with Class Counsel’s ethical obligations owed to Class Members.

21 10.5. Integrated Agreement. Upon execution by all Parties and their counsel, this
22 Agreement together with its attached exhibits shall constitute the entire
23 agreement between the Parties relating to the Settlement, superseding any and
24 all oral representations, warranties, covenants, or inducements made to or by
25 any Party.

26 10.6. Attorney Authorization. Class Counsel and Defense Counsel separately
27 warrant and represent that they are authorized by Plaintiff and Defendants,
28 respectively, to take all appropriate action required or permitted to be taken by

1 such Parties pursuant to this Agreement to effectuate its terms, and to execute
2 any other documents reasonably required to effectuate the terms of this
3 Agreement including any amendments to this Agreement.

4 10.7. Cooperation. The Parties and their counsel will cooperate with each other and
5 use their best efforts, in good faith, to implement the Settlement by, among
6 other things, modifying the Agreement, submitting supplemental evidence and
7 supplementing points and authorities as requested by the Court. In the event
8 the Parties are unable to agree upon the form or content of any document
9 necessary to implement the Settlement, or on any modification of the
10 Agreement that may become necessary to implement the Settlement, the Parties
11 will seek the assistance of a mediator and/or the Court for resolution.

12 10.8. No Prior Assignments. The Parties separately represent and warrant that they
13 have not directly or indirectly assigned, transferred, encumbered, or purported
14 to assign, transfer, or encumber to any person or entity and portion of any
15 liability, claim, demand, action, cause of action, or right released and
16 discharged by the Party in this Settlement.

17 10.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense
18 Counsel are providing any advice regarding taxes or taxability, nor shall
19 anything in this Settlement be relied upon as such within the meaning of United
20 States Treasury Department Circular 230 (31 CFR Part 10, as amended) or
21 otherwise.

22 10.10. Modification of Agreement. This Agreement, and all parts of it, may be
23 amended, modified, changed, or waived only by an express written instrument
24 signed by all Parties or their representatives, and approved by the Court.

25 10.11. Agreement Binding on Successors. This Agreement will be binding upon, and
26 inure to the benefit of, the successors of each of the Parties.
27
28

1 10.12. Applicable Law. All terms and conditions of this Agreement and its exhibits
2 will be governed by and interpreted according to the internal laws of the state
3 of California, without regard to conflict of law principles.

4 10.13. Cooperation in Drafting. The Parties have cooperated in the drafting and
5 preparation of this Agreement. This Agreement will not be construed against
6 any Party on the basis that the Party was the drafter or participated in the
7 drafting.

8 10.14. Confidentiality. To the extent permitted by law, all agreements made, and
9 orders entered during Action and in this Agreement relating to the
10 confidentiality of information shall survive the execution of this Agreement.

11 10.15. Use and Return of Class Data. Information provided to Class Counsel pursuant
12 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data
13 provided to Class Counsel by Defendants in connection with the mediation,
14 other settlement negotiations, or in connection with the Settlement, may be used
15 only with respect to this Settlement, and no other purpose, and may not be used
16 in any way that violates any existing contractual agreement, statute, or rule of
17 court. Not later than ninety (90) days after the date when the Court discharges
18 the Administrator's obligation to provide a Declaration confirming the final pay
19 out of all Settlement funds, Plaintiff shall destroy, all paper and electronic
20 versions of Class Data received from Defendants unless, prior to the Court's
21 discharge of the Administrator's obligation, Defendants makes a written request
22 to Class Counsel for the return, rather than the destructions, of Class Data.

23 10.16. Headings. The descriptive heading of any section or paragraph of this
24 Agreement is inserted for convenience of reference only and does not constitute
25 a part of this Agreement.

26 10.17. Calendar Days. Unless otherwise noted, all reference to "days" in this
27 Agreement shall be to calendar days. In the event any date or deadline set forth
28

1 in this Agreement falls on a weekend or federal legal holiday, such date or
2 deadline shall be on the first business day thereafter.

3 10.18. Notice. All notices, demands or other communications between the Parties in
4 connection with this Agreement will be in writing and deemed to have been
5 duly given as of the third business day after mailing by United States mail, or
6 the day sent by email or messenger, addressed as follows:

7
8 To Plaintiff: Jeremy F. Bollinger
9 Moss Bollinger LLP
10 15300 Ventura Blvd., Ste. 207
11 Sherman Oaks, CA 91430

12 To Defendant Andrew Sokolowski
13 PC Care: Barber Ranen LLP
14 550 S. Hope St., Suite 2400
15 Los Angeles, CA 90071

16 To Defendant Anthony Ocegura
17 MEK: Barber Ranen LLP
18 One Embarcadero Center, Suite 2100
19 San Francisco, CA 94111

20 10.19. Execution in Counterparts. This Agreement may be executed in one or more
21 counterparts by facsimile, electronically (i.e. DocuSign), or email which for
22 purposes of this Agreement shall be accepted as an original. All executed
23 counterparts and each of them will be deemed to be one and the same instrument
24 if counsel for the Parties will exchange between themselves signed
25 counterparts. Any executed counterpart will be admissible in evidence to prove
26 the existence and contents of this Agreement.

27 10.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement
28 the litigation shall be stayed, except to effectuate the terms of this Agreement.

1 The Parties further agree that upon the signing of this Agreement that pursuant
2 to CCP section 583.330 to extend the date to bring a case to trial under CCP
3 section 583.310 for the entire period of this settlement process.

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5 **SIGNATURES ON NEXT PAGE**
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[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: 5/30/2023, 2023

DocuSigned by:

01F5361A7B52A4
CAMISHA PASCASCIO
Plaintiff and Class Representative

Dated: _____, 2023

[NAME], [TITLE]
Defendant PC Care, LLC

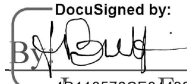
Dated: _____, 2023

[NAME], [TITLE]
Defendant MEK Long Beach, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: 5/30/2023

MOSS BOLLINGER, LLP

DocuSigned by:

41105780504738B
Dennis F. Moss
Ari E. Moss
Jorge A. Flores
Attorneys for Plaintiff Camisha Pascascio

Dated:

BARBER RANEN, LLP

By: _____
Anthony Ocegvera
Attorneys for Defendant MEK Long Beach, LLC

Dated:

BARBER RANEN, LLP

By: _____
Melissa T. Dougherty
Andrew J. Sokolowski
Attorneys for Defendant PC Care, LLC

[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: _____, 2023

CAMISHA PASCASCIO
Plaintiff and Class Representative

Dated: _____, 2023

[NAME], [TITLE]
Defendant PC Care, LLC

Dated: May 31, 2023



[NAME], [TITLE]
Defendant MEK Long Beach, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: ____

MOSS BOLLINGER, LLP

By: _____

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

Dated: May 31, 2023

BARBER RANEN, LLP

By:  _____

Anthony Ocegueda
Attorneys for Defendant MEK Long Beach, LLC

Dated:

BARBER RANEN, LLP

By: _____

Melissa T. Dougherty
Andrew J. Sokolowski
Attorneys for Defendant PC Care, LLC

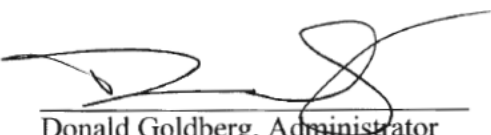
[Signature Page]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: _____, 2023

CAMISHA PASCASCIO
Plaintiff and Class Representative

Dated: 6/9, 2023


Donald Goldberg, Administrator
Defendant PC Care, LLC

Dated: _____, 2023

[NAME], [TITLE]
Defendant MEK Long Beach, LLC

APPROVED AS TO FORM AND CONTENT:

Dated: ____

MOSS BOLLINGER, LLP

By: _____

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

Dated: _____

BARBER RANEN, LLP

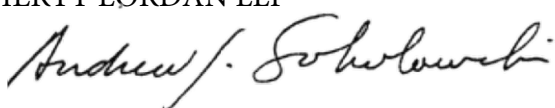
By: _____

Anthony Ocegvera
Attorneys for Defendant MEK Long Beach, LLC

Dated: June 9, 2023

DAUGHERTY LORDAN LLP

By: _____


Melissa T. Dougherty
Andrew J. Sokolowski
Attorneys for Defendant PC Care, LLC

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EXHIBIT

A

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

4 Camisha Pascascio v. Epic Contract and Permanent Placement et al.

5 Los Angeles Superior Court Case No. 21STCV26367

6
7 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
8 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***
9

10 **You may be eligible to receive money** from an employee class action and PAGA lawsuit
11 (“Action”) against Defendants MEK Long Beach, LLC and PC Care, LLC (together “Defendants”) 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

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

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) **Do Nothing.** You don't have to do anything to participate in the proposed
23 Settlement and be eligible for an Individual Class Payment and/or an Individual
24 PAGA Payment. If you do nothing, and the Court approves the Settlement, as a
25 Participating Class Member, though, you will give up your right to assert Class
26 Period wage claims and PAGA Period penalty claims against Defendants.

27 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
28 Settlement (opt-out) by submitting the written Request for Exclusion or otherwise

1 notifying the Administrator in writing. If you opt-out of the Settlement, you will
2 not receive an Individual Class Payment. You will, however, preserve your right
3 to personally pursue Class Period wage claims against Defendants, and, if you are
4 an Aggrieved Employee, remain eligible for an Individual PAGA Payment. If you
5 are an Aggrieved Employee, you cannot opt-out of the PAGA portion of the
6 proposed Settlement.

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

9
10 **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

11 You Don't Have to Do 12 Anything to Participate 13 in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for 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").
16 You Can Opt-out of the 17 Class Settlement but not 18 the PAGA Settlement 20 The Opt-out Deadline is 21 	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.
27 Participating Class 28 Members Can Object to	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The

the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u> </u>	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. WHAT IS THE ACTION ABOUT?

Plaintiff was assigned by Epic to work at Defendants. The Action accuses Defendants of violating California labor laws by failing to pay all overtime wages, failing to provide meal and rest periods, failing to pay wages due upon termination, failing to provide accurate itemized wage

1 statements, and committing unfair business practices. Based on the same claims, Plaintiff has also
2 asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§
3 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Jeremy F. Bollinger,
4 Dennis F. Moss, Ari E. Moss, and Jorge A. Flores of Moss Bollinger LLP (“Class Counsel.”)

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

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

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

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

21 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
22 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering
23 the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is
24 in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily
25 approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and
26 scheduled a hearing to determine Final Approval.

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

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

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

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

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

26 C. Up to \$7,000 to the Administrator for services administering the Settlement.
27
28

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

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

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

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

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

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

27 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
28 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.

1 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

2 You can, but don't have to, attend the Final Approval Hearing on _____ at
3 (time) in Department SS11 of the Los Angeles Superior Court, located at Spring Street Courthouse,
4 312 N Spring St, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant
5 Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel,
6 Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and
7 Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either
8 personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's
9 website for the most current information.

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

13 **9. HOW CAN I GET MORE INFORMATION?**

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

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

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

Name of Company: _____
 Email Address: _____
 Mailing Address: _____
 Telephone: _____
 Fax Number: _____

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.

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