

EXHIBIT 2

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

TERESA JUNKERSFELD, an
individual on behalf of herself and
others similarly situated,

Plaintiff,

v.

MEDICAL STAFFING SOLUTIONS,
INC.; and DOES 1 to 10 inclusive,

Defendants.

Case No. 1:19-cv-00236-EPG

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

1 **JOINT STIPULATION AND SETTLEMENT AGREEMENT**

2 Subject to its terms and conditions and the approval of the Court, this
3 Joint Stipulation and Settlement Agreement (hereinafter the “Settlement
4 Agreement” or “Agreement”) is made and entered into by and among
5 Plaintiff Teresa Junkersfeld (hereinafter “Plaintiff”), individually and on
6 behalf of the Settlement Class, as defined herein, and Defendant Medical
7 Staffing Solutions, Inc. (hereinafter “Defendant”). Plaintiff and Defendant
8 are jointly referred to in this Settlement Agreement as the “Parties,” and
9 each of them as a “Party.”

10 1. **DEFINITIONS**

11 1.1 The term “*Agreement*” means this Settlement Agreement.

12 1.2 The term “*Attorneys’ Fees and Costs*” means the amount of
13 attorneys’ fees and expenses to be requested by Class Counsel, subject
14 to Court approval.

15 1.3 The term “*Claims Administrator*” means CPT Group, Inc.
16 (hereinafter “CPT”), the entity agreed to by the Parties, subject to
17 Court approval, which will perform the duties of, among other things:
18 (i) mailing the Notice in English to Class Members; (ii) performing an
19 NCOA search and skip-tracing; (iii) tracking and addressing Opt-Out
20 Letters, Objections, and overtime hours worked disputes; (iv)
21 notifying the Parties regarding submitted, Opt-Out Letters,
22 Objections, and overtime hours worked disputes consistent with this
23 Agreement; (v) issuing payments consistent with this Agreement;
24 and, (vi) determining any appropriate tax withholdings from the wage
25 portion of payments to Settlement Class Members, making the
26 appropriate payments based on withholdings and the employer’s
27 share of payroll taxes, and issuing any required tax paperwork.

28 1.4 The term “*Claims Period*” means the forty-five (45) day time-period

1 for Settlement Class members to submit an Opt-Out Letter, Objection
2 to the Settlement, or to dispute the number of overtime hours worked
3 listed on the Class Notice.

4 1.5 The term “**Complaint**” means the Complaint filed on February 19,
5 2019, styled as *Teresa Junkersfeld v. Medical Staffing Solutions, Inc.*,
6 Case No. 1:19-cv-00236-EPG in the United States District Court for
7 the Eastern District of California.

8 1.6 The term “**Class Counsel**” means the following counsel who, subject
9 to Court approval, shall act as counsel for the Settlement Class:
10 Hayes Pawlenko LLP.

11 1.7 The term “**Class Member**” means all non-exempt hourly healthcare
12 professionals employed by Defendant in California at any time from
13 February 19, 2015 and August 5, 2021 who worked overtime and
14 received a meals and incidentals payment and/or a housing payment.

15 1.8 The term “**Class Settlement Amount**” means the non-reversionary
16 gross sum of Six Hundred Fifty Thousand Dollars And No Cents
17 (\$650,000.00), which shall be the sum paid by Defendant to settle this
18 Litigation. The combined total of any Attorneys’ Fees and Costs
19 approved by the Court, any Service Enhancement approved by the
20 Court to the Named Plaintiff, Settlement Administration Costs
21 approved by the Court, and the amounts paid to Settlement Class
22 Members shall all come out of the Class Settlement Amount and shall
23 not exceed the Class Settlement Amount. The employer’s share of
24 corporate payroll tax obligation on the “wage” portion of the
25 Settlement to Settlement Class Members shall be paid by Defendant
26 separate and apart from the Class Settlement Amount and is not
27 included in the Class Settlement Amount.

28 1.9 The term “**Court**” means the United States District Court for the

1 Eastern District of California, and any appellate court which may
2 review any orders entered by the Court related to this Settlement.

3 1.10 The term “**Execution**” refers to the signing of this Agreement by all
4 signatories hereto.

5 1.11 The term “**Final Judgment**” refers to the final judgment entered by
6 the Court.

7 1.12 “**Final Approval Hearing**” means a hearing for the purpose of: (i)
8 determining the fairness, adequacy and reasonableness of the
9 Settlement Agreement, including but not limited to with respect to
10 allocations for attorneys’ fees and costs, pursuant to class action
11 procedures and requirements; (ii) determining the good faith of the
12 Settlement Agreement; and (iii) entering Judgment.

13 1.13 The term “**Litigation**” means *Teresa Junkersfeld v. Medical Staffing*
14 *Solutions, Inc.*, Case No. 1:19-cv-00236-EPG, in the United States
15 District Court for the Eastern District of California.

16 1.14 The term “**Named Plaintiff**” means the named plaintiff in the
17 Litigation, Teresa Junkersfeld. The Named Plaintiff will seek to be
18 designated as the Settlement Class Representative for the Settlement
19 Class.

20 1.15 The term “**Net Settlement Amount**” means the Class Settlement
21 Amount minus the combined total of Attorneys’ Fees and Costs
22 approved by the Court, Settlement Administration Costs approved by
23 the Court, and the Service Enhancement approved by the Court. The
24 employer’s share of corporate payroll tax obligations on the “wage”
25 portion of the Settlement to the Settlement Class Members shall be
26 paid separate and apart by Defendant.

27 1.16 The term “**Notice**” means a document which has been agreed to by
28 the Parties and approved by the Court and which the Claims

1 Administrator will mail to each Settlement Class Member explaining
2 the terms of the Settlement, their respective overtime hours worked
3 during the Class Period, their estimated share of the Net Settlement
4 Amount, the opt-out procedure, the objection procedure, and the
5 procedure related to disputing the stated number of overtime hours
6 worked during the Settlement Class Period.

7 1.17 The term “**Notice and Administration Costs**” or “**Settlement**
8 **Administration Costs**” means all costs incurred by the Claims
9 Administrator, including but not limited to the cost to: compare the
10 class list against the National Change of Address (“NCOA”) database
11 maintained by the United States Postal Service; typeset, print, and
12 mail the Notice to all Class Members; perform skip-tracing of
13 returned mailings; calculating, tabulating, and mailing out payments
14 to Class Members; payment of postage required to comply with this
15 Agreement; responding to class member inquiries and addressing any
16 challenges to the number of overtime hours worked; and all other
17 expenses, including tax reporting and fees to be paid by the Claims
18 Administrator, necessary to administer the Settlement in accordance
19 with this Agreement. Settlement Administration Costs shall not
20 exceed \$20,000.00.

21 1.18 The term “**Opt-Out Letter**” refers to a written request to “opt-out” or
22 “exclude” oneself from the Settlement sent by any Class Member who
23 elects to be excluded from the Settlement Class. A Class Member
24 must submit a valid and timely Opt-Out Letter to the Claims
25 Administrator to exclude himself or herself from the Settlement.
26 Those who submit a valid and timely Opt-Out Letter will no longer be
27 considered part of the Settlement Class after their valid and timely
28 Opt-Out Letter is received by the Claims Administrator and will have

1 no standing to object to the Settlement.

2 1.19 ***“Order Granting Final Approval of Class Action Settlement”***
3 shall mean the order and judgment to be entered by the Court titled
4 “Order Granting Motion for Final Approval of Class Action
5 Settlement” and “Judgment.”

6 1.20 The term ***“Participating Settlement Class Member”*** means any
7 member of the Settlement Class who has not submitted a valid and
8 timely Opt-Out Letter to the Claims Administrator to exclude himself
9 or herself from the Settlement.

10 1.21 The term ***“Parties”*** means the Named Plaintiff, the Settlement Class,
11 and Defendant.

12 1.22 The term ***“Released Claims”*** means any and all claims arising
13 between February 19, 2015 and the preliminary approval date that
14 were asserted in the operative Complaint on behalf of the Settlement
15 Class or that could have been pled based on the legal theories and/or
16 factual allegations in the operative Complaint, including, without
17 limitation, all individual and representative claims for unpaid wages,
18 statutory penalties, civil penalties, PAGA penalties, or other forms of
19 relief, based on the failure to include per diem benefits in the regular
20 rate.

21 1.23 The term ***“Service Enhancement”*** means the amount of money to
22 be requested by Class Counsel on behalf of Named Plaintiff Teresa
23 Junkersfeld, subject to Court approval, to compensate Named
24 Plaintiff for the efforts and risks undertaken on behalf of the
25 Settlement Class.

26 1.24 The term ***“Settlement”*** means the compromise and settlement of the
27 Litigation, as contemplated by this Agreement.

28 1.25 The term ***“Settlement Class”*** means the Class to be certified for

1 settlement purposes, in accordance with this Agreement.

2 1.26 The term “*Settlement Class Member*” means any member of the
3 Settlement Class.

4 1.27 The term “*Settlement Class Period*” means the period of time from
5 February 19, 2015 through August 5, 2021.

6 1.28 The term “*Settlement Class Representative*” means Named
7 Plaintiff Teresa Junkersfeld, who shall request to be appointed by the
8 Court as the class representative for purposes of the Settlement
9 Class.

10 1.29 The term “*Settlement Disbursement Payment*” means the
11 disbursements made by the Claims Administrator to Settlement
12 Class Members, Class Counsel, the Settlement Class Representative,
13 and the Claims Administrator.

14 1.30 “*Final Effective Date*” refers to the date by which the last of the
15 following has occurred: (1) in the event no appeal, writ, or other
16 appellate proceeding opposing the Court’s Final Judgment is filed, the
17 date on which the time for filing any appeal, writ, or other appellate
18 proceeding opposing the Court’s Final Judgment has elapsed without
19 any appeal, writ, or other appellate proceeding having been filed; or
20 (2) in the event any appeal, writ, or other appellate proceedings
21 opposing the Court’s Final Judgment has been filed, the date on
22 which such appeal, writ, or other appellate proceedings opposing the
23 Court’s Judgment has been finally and conclusively dismissed with
24 no right to pursue further remedies or relief.

25 **2. RECITALS**

26 2.1 On February 19, 2019, Plaintiff filed the Complaint in the United
27 States District Court for the Eastern District of California against
28 Defendant on behalf of a proposed class of non-exempt hourly

1 healthcare professionals employed by Defendant in California who
2 worked overtime and received a meals and incidentals payment
3 and/or a housing payment. The Complaint states causes of action for
4 failure to pay overtime in violation of California Labor Code section
5 510 and the Fair Labor Standards Act; failure to timely pay final
6 wages in violation of California Labor Code section 201; unfair
7 business practices in violation of Business & Professions Code section
8 17200, *et seq.*, and seeks civil penalties under the Private Attorneys'
9 General Act ("PAGA"). Defendant answered the Complaint with a
10 general denial and asserted numerous affirmative defenses.

11 2.2 On August 5, 2021, the Parties attended a private mediation with
12 Michael Russell. After a full-day mediation, the Parties reached an
13 agreement in principle on the material terms of a classwide
14 settlement and memorialized the agreement in a Memorandum of
15 Understanding.

16 2.3 Named Plaintiff and her counsel believe this Litigation is meritorious
17 based on applicable law or an extension thereof. Class Counsel
18 represents that they have conducted a thorough investigation into the
19 facts of this case and have diligently pursued an investigation of the
20 claims against Defendant. Based on their own independent
21 investigation and evaluation, Class Counsel are of the opinion that
22 the Settlement is fair, reasonable, and adequate and is in the best
23 interest of the Class Members in light of all known facts and
24 circumstances, including the risk of significant delay, the defenses
25 asserted by Defendant, class certification risk, trial risk, and
26 appellate risk.

27 2.4 Defendant has also actively investigated the facts surrounding the
28 claims brought by Plaintiff on behalf of the putative class and

1 continues to deny any liability or wrongdoing of any kind associated
2 with the claims alleged. Defendant further asserts that it has
3 complied with all applicable provisions of California and federal
4 statutory law and had a good faith belief based on existing law that
5 its practices were and are in compliance. The Parties hereby
6 acknowledge and agree that neither this Agreement, nor any
7 document referred to or contemplated herein, nor any action taken to
8 carry out this Agreement, is, may be construed as, or may be used as
9 an admission, concession or indication by or against Defendant of any
10 fault, wrongdoing or liability whatsoever.

11 2.5 The entry of Final Judgment in this Litigation shall resolve all claims
12 that were alleged in the operative Complaint filed in the Litigation,
13 or which could have been alleged based upon the facts set forth in the
14 operative Complaint, with the exception of any claims which might
15 be retained by Settlement Class Members who exclude themselves
16 from the Settlement. The Parties agree to cooperate and take all
17 steps necessary and appropriate to obtain preliminary and final
18 approval of this Settlement, and to effectuate its terms.

19 2.6 Each of the forgoing Recitals is incorporated into this Agreement as
20 if fully set forth in the body of the Agreement.

21 **3. CERTIFICATION OF SETTLEMENT CLASS**

22 3.1 The Settlement Class shall consist of all non-exempt hourly
23 healthcare professionals employed by Defendant in California at any
24 time from February 19, 2015 and August 5, 2021 who worked
25 overtime and received a meals and incidentals payment and/or a
26 housing payment.

27 3.2 The Parties and Class Counsel agree that, if approved, certification
28 of the Settlement Class is a conditional certification for settlement

1 purposes only, and that if, for any reason, the Court does not grant
2 final approval of the Settlement, or if final approval is not given
3 following the appeal of any order by the Court, or if for any reason the
4 Settlement Effective Date does not occur, the certification of the
5 Settlement Class for settlement purposes shall be deemed null and
6 void without further action by the Court or any of the Parties, each
7 Party shall retain all of their respective rights and shall be returned
8 to their relative legal positions as they existed prior to execution of
9 this Agreement, and neither this Agreement, nor any of its
10 accompanying exhibits or any orders entered by the Court in
11 connection with this Agreement shall be admissible or used for any
12 purpose in this Litigation or any other legal proceeding, except for the
13 enforcement of same.

14 3.3 The Parties and Class Counsel agree that, if approved, certification
15 of the Settlement Class for settlement purposes is in no way an
16 admission by Defendant that class certification is proper in any other
17 wage and hour litigation, or any other litigation, against Defendant.

18 **4. TERMS OF SETTLEMENT**

19 4.1 Subject to the other terms and conditions contained in this
20 Agreement, and in consideration of the contemplated pleadings,
21 releases and dismissals set forth in this Agreement, and subject to
22 Court approval, Defendant agrees to pay a non-reversionary Class
23 Settlement Amount of Six Hundred Fifty Thousand Dollars And No
24 Cents (\$650,000.00), exclusive of the employer's share of payroll taxes
25 owed on the "wage" portion of the Class Settlement Amount, which
26 Defendant shall pay separately.

27 4.2 Defendant will provide the Claims Administrator with the number of
28 overtime hours worked by each Class Member during the Settlement

1 Class Period within 14 calendar days of preliminary approval of the
2 settlement.

3 4.3 Each Settlement Class Member shall be awarded a pro-rata share
4 based upon a percentage equal to the number of each Class Member's
5 overtime hours worked during the Class Period divided by the total
6 of all Settlement Class Members' overtime hours worked during the
7 Class Period. Each Settlement Class Member's respective share of
8 the Net Settlement Amount shall be calculated by multiplying the
9 Net Settlement Amount by a fraction, the numerator of which is the
10 individual class member's overtime hours worked during the Class
11 Period, and the denominator of which is the total of all aggregate
12 overtime hours worked during the Class Period by all members of the
13 Settlement Class during the Settlement Class Period. The resulting
14 number shall be the amount that each member of the Settlement
15 Class is eligible to receive (their "Eligible Share").

16 4.4 Except for those Class Members who opt-out of the Settlement, all
17 Settlement Class Members shall automatically recover their Eligible
18 Share without having to submit a claim form.

19 4.5 Any portion of a Class Member's Eligible Share that is not distributed
20 to that Class Member because that Class Member elected to "opt-out"
21 of the Settlement shall be re-distributed on a *pro rata* basis to all
22 Participating Settlement Class Members.

23 4.6 Class Counsel may request, subject to Court approval, that the
24 Settlement Class Representative be paid a maximum Service
25 Enhancement of up to Five Thousand Dollars and No Cents
26 (\$5,000.00), which shall be paid from the Class Settlement Amount.
27 This request shall not be opposed by Defendant. In the event the
28 Court does not award the full requested Service Enhancement, the

1 remainder shall be re-distributed on a *pro rata* basis to all
2 Participating Settlement Class Members. The Service Enhancement
3 shall be paid to Plaintiff in addition to her *pro rata* Eligible Share of
4 the Net Settlement.

5 4.7 Class Counsel may apply to the Court for an award of Attorneys' Fees
6 and Costs, which shall be paid from the Class Settlement Amount.
7 Defendant will not oppose Class Counsel's application for an award
8 of Attorneys' Fees in an amount not to exceed (33%) of the Class
9 Settlement Amount comprising Two Hundred Sixteen Thousand Six
10 Hundred Sixty-Six Dollars and Sixty-Six Cents (\$216,666.66), plus
11 Costs not to exceed Fifteen Thousand Dollars and No Cents
12 (\$15,000.00). In the event the Court does not award the full requested
13 Attorneys' Fees or Costs, the remainder(s) shall be re-distributed on
14 a *pro rata* basis to all Participating Settlement Class Members.

15 4.8 The Parties agree that, subject to Court approval, payment to the
16 Claims Administrator shall not exceed Twenty Thousand Dollars and
17 No Cents (\$20,000.00). The Claims Administration Costs shall be
18 paid from the Class Settlement Amount and any amounts that are
19 not used to pay the Claims Administrator shall be re-distributed on a
20 *pro rata* basis to all Participating Settlement Class Members.

21 4.9 The Parties agree that, subject to Court approval, Twenty Thousand
22 Dollars and No Cents (\$20,000.00) of the Class Settlement Amount
23 shall be allocated to the payment of PAGA penalties. Of this amount,
24 75% (\$15,000.00) shall be paid to the Labor and Workforce
25 Development Agency. The remaining 25% (\$5,000.00) shall be
26 included in the Net Settlement Amount.

27 4.10 Of the Net Settlement Amount remaining and to be distributed *pro*
28 *rata* based on workweeks worked, one-third (1/3) shall be allocated to

1 wages and characterized as W-2 income and two-thirds (2/3) shall be
2 allocated to interest and penalties and characterized as 1099 income.
3 Defendant's share of any employer-side payroll taxes allocated to the
4 payment of "wages" will be calculated based on the portion allocated
5 to the payment of wages and paid by Defendant separate and apart
6 from the Class Settlement Amount. The Claims Administrator will
7 be responsible for calculating and paying the payroll taxes and
8 withholdings owed, after informing Defendant of the specific amount
9 required to be paid for the corporate payroll tax obligation.

10 4.11 Defendant makes no representations as to the tax treatment or legal
11 effect of the payments called for hereunder, and Plaintiff is not
12 relying on any statement or representation by Defendant in this
13 regard. Plaintiff understands and agrees that Settlement Class
14 Members will be solely responsible for the sufficiency of the payment
15 of employee's taxes predicated on the payments described herein,
16 with the understanding that the Claims Administrator is distributing
17 the payroll tax withholdings and employer's share of the wage portion
18 of the payments, but not making any tax payment for the penalties
19 and/or interest.

20 4.12 The payments made to participating Settlement Class Members
21 pursuant to this Agreement are not being made for any other purpose
22 and shall not be construed as compensation for purposes of
23 determining eligibility for any health and welfare benefits or
24 unemployment compensation, and no benefit, including but not
25 limited to pension and/or 401(k), shall increase or accrue as a result
26 of any payment made as a result of this Settlement or Agreement.

27 4.13 Checks issued to Participating Settlement Class Members pursuant
28 to this Agreement shall remain negotiable for a period of one-hundred

eighty (180) days from the date of mailing by the Claims Administrator. Thereafter, the Claims Administrator shall void any such check. After that time, all un-cashed funds that remain in the account monitored by the Claims Administrator shall be sent by the Claims Administrator to the California State Controller's Office pursuant to the procedures of the State of California's Unclaimed Property Law.

5. NOTICE OF THE SETTLEMENT

5.1 Within fourteen (14) calendar days after the Court grants preliminary approval of this Settlement, Defendant shall provide to the Claims Administrator a listing of all Class Members, including the following information/data, in a Microsoft Excel spreadsheet: 1) full name; 2) last known home mailing address; 3) telephone number (*if available*); 4) Social Security Number; and 5) the number of overtime hours worked during the Settlement Class Period (the "*Class List*").

5.2 Subject to Court approval, the Notice shall be sent by the Claims Administrator to all Class Members by first class mail within five (5) business days of receipt of the Class List. The Notice shall describe the claims process, their respective overtime hours worked during the Settlement Class Period, their respective estimated Eligible Share of the Settlement, the opt-out process, the objection process, the process by which the stated overtime hours worked during the Settlement Class Period can be disputed, all pertinent deadlines for responding to the Notice, and the date set by the Court for a hearing on Final Approval of the Settlement. The Parties shall cooperate to prepare a mutually agreeable proposed Notice, to be submitted for Court approval.

5.3 Prior to mailing the Notice, the Claims Administrator shall process

1 the Class List against the National Change of Address ("NCOA")
2 Database maintained by the United States Postal Service ("USPS").
3 It shall be conclusively presumed that if the Notice is not returned as
4 "undeliverable," the Settlement Class Member received the Notice
5 Packet. With respect to Notice Packets that are returned as
6 undeliverable, if a forwarding address is provided by the USPS, the
7 Claims Administrator shall re-mail the Notice within three (3)
8 business days. If a Notice is "undeliverable" and no forwarding
9 address is provided, the Claims Administrator shall employ a more
10 substantive skip-tracing procedure in order to obtain updated address
11 information and shall re-mail the Notice to those Settlement Class
12 Members for whom a new address is located. All re-mailings to skip-
13 traced Settlement Class Members shall be performed periodically
14 during the claims filing period and must be completed no later than
15 ten (10) calendar days prior to the Claims Period deadline. If the
16 Notice is returned after skip-tracing and re-mailing occurs, there
17 shall be no further skip-tracing but the Settlement Class Member
18 shall still be bound by the terms of this Settlement.

19 **6. OPT-OUT, OBJECTION, AND DISPUTE PROCESS**

20 6.1 The Notice shall set a date of forty-five (45) calendar days from the
21 original mailing date as the deadline by which members of the
22 Settlement Class may submit an Opt-Out Letter, objection to the
23 Settlement, or dispute related to the stated overtime hours worked
24 during the Settlement Class Period. No opt-out requests or objections
25 will be honored if postmarked after this deadline. All Opt-Out Letters
26 and objections shall be sent to the Claims Administrator only. The
27 Claims Administrator shall promptly forward any objections to Class
28 Counsel and counsel for Defendant. If a Settlement Class Member

1 mistakenly sends an Opt-Out Letter or objection to Class Counsel, or
2 to counsel for Defendant, the respective party will forward the
3 documents, including the mailing envelope evidencing the postmark
4 date, to the Claims Administrator as soon as possible.

5 6.2 Within ten (10) business days after the Final Effective Date,
6 Defendant will provide the Claims Administrator with sufficient
7 funds via wire transfer to pay the Class Settlement Amount. No later
8 than ten (10) calendar days after Defendant provides the Claims
9 Administrator with sufficient funds via wire transfer to pay the Class
10 Settlement Amount, the Claims Administrator shall disburse the
11 Settlement Disbursement Payments, as specified in this Agreement
12 and approved by the Court.

13 6.3 A Settlement Class Member who wishes to opt-out of this Settlement,
14 and of the release of claims pursuant to this Settlement, shall mail a
15 signed, written "Opt-Out Letter" directly to the Claims Administrator
16 within the Claims Period. The Opt-Out Letter must be signed and
17 include the Settlement Class Member's full legal name, home
18 address, telephone number, and last four digits of their social security
19 number (for identity verification purposes), and express an intention
20 to opt-out of the Settlement. The Parties to this Agreement and their
21 counsel agree that they will not solicit or encourage Settlement Class
22 Members to opt-out or to object to this Settlement Agreement.

23 6.4 A Settlement Class Member who submits an Opt-Out Letter is not
24 eligible to recover a share of the Net Settlement Amount. Further, a
25 Settlement Class Member who submits an Opt-Out Letter shall have
26 no standing to object to the Settlement.

27 6.5 The Claims Administrator shall maintain a list of persons who have
28 opted out and shall provide such list to Defendant's counsel and Class

Counsel upon request. The Claims Administrator shall retain the originals of all Opt-Out Letters (including the envelopes with the postmarks) received and shall make copies of the originals available to Defendant's counsel or Class Counsel upon request.

6.6 A Settlement Class Member who has not opted-out of the Settlement and who wishes to object to the Settlement must notify the Claims Administrator of their objection, in writing, within the Claims Period. The Claims Administrator shall promptly forward any objections received to Class Counsel and counsel for Defendant. The objection must state the Settlement Class Member's (i) full legal name, home address, telephone number, and the last four digits of their social security number (for identity verification purposes); and (ii) express their intention to object to the Settlement and the reasons for the objection. Any Settlement Class Member who "opts-out" of the Settlement shall not have standing to "object" to the Settlement.

7. WAIVER AND RELEASE

7.1 Subject to the Court's final approval of the Settlement and upon the Claims Administrator's disbursement of the Settlement Disbursement Payments, Participating Settlement Class Members will be deemed to have, and by operation of the Order of Final Approval will have, expressly and irrevocably released, acquitted, and forever discharged Defendant and any parent, subsidiary, affiliate, predecessor or successor, including but not limited to all agents, employees, officers, directors, attorneys, and healthcare facility clients thereof, from all Released Claims.

7.2 As a material term of this Agreement, Named Plaintiff Teresa Junkersfeld, in her individual capacity and with respect to her individual claims only, hereby agrees to also generally release

1 Defendant and any parent, subsidiary, affiliate, predecessor or
2 successor, including but not limited to all agents, employees, officers,
3 directors, attorneys, and healthcare facility clients thereof, from all
4 claims, demands, rights, liabilities and causes of action of any and
5 every nature and description whatsoever, known or unknown,
6 asserted or that might have been asserted, including a waiver of
7 California Civil Code §1542. With respect to the General Release,
8 Named Plaintiff Teresa Junkersfeld stipulates and agrees that, upon
9 the execution of this Agreement, she shall be deemed to have, and by
10 operation of the Final Judgment shall have, expressly waived and
11 relinquished, to the fullest extent permitted by law, the provisions,
12 rights and benefits of Section 1542 of the California Civil Code, or any
13 other similar provision under state or federal law as to the generally
14 released claims. Section 1542 provides as follows:

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

22 **8. VOIDING THE AGREEMENT**

23 8.1 In the event that this Settlement is not approved, or if for any reason
24 the Settlement Effective Date does not occur, the Settlement shall be
25 deemed null, void and unenforceable and shall not be used nor shall
26 it be admissible in any subsequent proceedings either in this Court or
27 in any other judicial, arbitral, administrative, investigative, or other
28 court, tribunal, forum, or other proceeding, including without

1 limitation any wage and hour, or other litigation against Defendant.

2 8.2 In the event that the Court does not approve the Attorneys' Fees and
3 Costs in the amount requested by Class Counsel, or in the event that
4 the Attorneys' Fees and Costs requested by Class Counsel are
5 reduced, that finding shall not be a basis for rendering the entire
6 Agreement null, void, or unenforceable. Class Counsel retains their
7 right to appeal any decision by the Court regarding the Attorneys'
8 Fees and Costs.

9 8.3 In the event that the aggregate number of overtime hours worked
10 during the Settlement Class Period exceeds 58,650, the Class
11 Settlement Amount shall be increased pro-rata for each additional
12 overtime hour.

13 8.4 The Parties and their counsel agree not to take any action to
14 encourage any Settlement Class Members to opt out of and/or object
15 to the Settlement. In the event that more than ten percent (10%) of
16 the Settlement Class Members timely submit an Opt-Out Letter,
17 Defendant shall have the right to revoke this Agreement and the
18 Parties shall be returned to their positions prior to preliminary
19 approval of the settlement. Defendant must exercise this right of
20 revocation within seven (7) days of it being notified that the Opt-Out
21 Letters have exceeded ten percent.

22 9. MISCELLANEOUS PROVISIONS

23 9.1 Construction. The Parties agree that the terms and conditions of this
24 Agreement are the result of lengthy, intensive arms-length
25 negotiations between the Parties and that this Agreement shall not
26 be construed in favor of or against any party by reason of the extent
27 to which any party or her or his counsel participated in the drafting
28 of this Agreement.

1 9.2 Captions and Interpretations. Paragraph titles or captions contained
2 in this Agreement are a matter of convenience and for reference, and
3 in no way define, limit, extend, or describe the scope of this
4 Settlement or any provision. Each term of this Agreement is
5 contractual and not merely a recital.

6 9.3 Modification. This Settlement may not be changed, altered, or
7 modified, except in a writing signed by the Parties, or their counsel,
8 and approved by the Court. Notwithstanding the forgoing, the
9 Parties agree that any dates contained in this Agreement may be
10 modified by agreement of the Parties without Court approval if the
11 Parties agree and cause exists for such modification. This Settlement
12 may not be discharged except by performance in accordance with its
13 terms or by a writing signed by the Parties.

14 9.4 Integration Clause. This Agreement and any other documents
15 delivered pursuant hereto contain the entire agreement between the
16 Parties relating to the resolution of the Litigation, and all prior or
17 contemporaneous agreements, understandings, representations, and
18 statements, whether oral or written and whether by a Party or such
19 Party's legal counsel, are merged in this Agreement. No rights under
20 this Settlement may be waived except in writing and signed by the
21 Party against whom such waiver is to be enforced.

22 9.5 Binding on Assigns. This Settlement shall be binding upon, and inure
23 to the benefit of, the Parties and their respective heirs, trustees,
24 executors, administrators, successors, and assigns.

25 9.6 Class Counsel and Settlement Class Representative Signatories. It
26 is agreed that because the Settlement Class Members are so
27 numerous, it is impossible or impractical to have each Settlement
28 Class Member execute this Settlement. The Notice will provide all

1 Settlement Class Members with a summary of the Settlement and
2 will advise all Settlement Class Members of the binding nature of the
3 release. Excepting only those Settlement Class Members who timely
4 submit an Opt-Out Letter, the Notice shall have the same force and
5 effect as if this Settlement were executed by each Settlement Class
6 Member.

7 9.7 Counterparts and Electronic Signatures. This Agreement may be
8 executed by facsimile signature, pdf signature, or signature in
9 compliance with the Uniform Electronic Transaction Act, and in any
10 number of counterparts, and when each party has signed and
11 delivered at least one such counterpart, each counterpart shall be
12 deemed an original, and, when taken together with other signed
13 counterparts, shall constitute one and the same Agreement, which
14 shall be binding upon and effective as to all Parties.

15 9.8 Applicable Law. This Agreement shall be governed by California
16 substantive law.

17 9.9 Enforcement of the Settlement Agreement. In the event that one or
18 more of the Parties to this Settlement Agreement institutes any legal
19 action, arbitration, or other proceeding against any other party or
20 Parties to enforce the provisions of this Settlement Agreement or to
21 declare rights and/or obligations under this Settlement Agreement,
22 the successful Party or Parties shall be entitled to recover from the
23 unsuccessful Party or Parties reasonable attorneys' fees and costs,
24 including expert witness fees incurred in connection with any
25 enforcement actions.

26 9.10 Confirmatory Discovery. As soon as possible and no later than
27 October 7, 2021, Defendant shall provide Class Counsel with redacted
28 information sufficient to determine the total number of overtime

1 hours worked during the Settlement Class Period. Such information
2 may be provided through a screen-sharing or document-sharing
3 process.

4 9.11 No Publicity. Plaintiff and Class Counsel will not issue press
5 releases, communicate with, or respond to any media or publication
6 entities concerning the Settlement, including the fact of the
7 Settlement, its terms or contents and the negotiations underlying the
8 Settlement.

9 9.12 Final Resolution Of Action. The Parties enter into this Agreement in
10 order to finally and fully resolve the Litigation in its entirety. With
11 respect to the Settlement Class Members, this Agreement
12 contemplates a complete release of the Released Claims and the
13 resolution with prejudice of such claims. To the extent that Plaintiff
14 could or has asserted claims on behalf of any persons who do not fall
15 within the Settlement Class (including specifically persons who did
16 not work in California), Plaintiff and Class Counsel do not plan to
17 pursue such claims now or following the resolution of the Litigation.

18 **IT IS SO STIPULATED.**

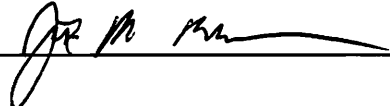
19 **Individually and on behalf of the Class**

20 Dated: October __, 2021

21 Teresa Junkersfeld

22
23 Dated: October 6, 2021

Medical Staffing Solutions, Inc.

24 By: 

25
26 Name: James M Marsh

27
28 Title: President

1 **APPROVED AS TO FORM AND CONTENT:**

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On Behalf of Plaintiff and the Class

4 Dated: October __, 2021

HAYES PAWLENKO LLP

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By: _____

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Kye D. Pawlenko

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On Behalf of Defendant

10 Dated: October __, 2021

OGLETREE DEAKINS

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Alexander Chemers

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By: _____

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Alexander M. Chemers

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1 hours worked during the Settlement Class Period. Such information
2 may be provided through a screen-sharing or document-sharing
3 process.

4 9.11 No Publicity. Plaintiff and Class Counsel will not issue press
5 releases, communicate with, or respond to any media or publication
6 entities concerning the Settlement, including the fact of the
7 Settlement, its terms or contents and the negotiations underlying the
8 Settlement.

9 9.12 Final Resolution Of Action. The Parties enter into this Agreement in
10 order to finally and fully resolve the Litigation in its entirety. With
11 respect to the Settlement Class Members, this Agreement
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13 resolution with prejudice of such claims. To the extent that Plaintiff
14 could or has asserted claims on behalf of any persons who do not fall
15 within the Settlement Class (including specifically persons who did
16 not work in California), Plaintiff and Class Counsel do not plan to
17 pursue such claims now or following the resolution of the Litigation.

18 **IT IS SO STIPULATED.**

19 **Individually and on behalf of the Class**

20 Dated: October Oct 5, 2021, 2021

Teresa junkersfeld

Teresa Junkersfeld

23 Dated: October __, 2021

Medical Staffing Solutions, Inc.

24 By: _____

26 Name: _____

28 Title: _____

Signature: 
Teresa Junkersfeld (Oct 5, 2021 13:43 PDT)

Email: med173291@hotmail.com

1 **APPROVED AS TO FORM AND CONTENT:**

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Dated: October 5, 2021

On Behalf of Plaintiff and the Class
HAYES PAWLENKO LLP

By: Kye Pawlenko

Kye D. Pawlenko

Dated: October __, 2021

On Behalf of Defendant
OGLETREE DEAKINS

By: _____

Alexander M. Chemers

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