

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICEⁱ

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Joanabelle Pizarro Ordon and Takeya Rideout (“Plaintiffs”) and defendants First Class Nurses, Inc. (“FCN”), Amgad Wahba, and Ramy Wahba (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Ordon et al v First Class Nurses, Inc. et al* and pending in Superior Court of the State of California, County of Orange (Case No. 30-2021-01238237).
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all non-exempt employees of FCN who worked for FCN at the Centinela Hospital Medical Center in Inglewood, California at any time during the PAGA Period. An “Aggrieved Employee” is a non-exempt employee of FCN who worked for FCN at the Centinela Hospital Medical Center in Inglewood, California at any time during the PAGA Period.
- 1.5. “Class” means all non-exempt employees of FCN who worked for FCN at the Centinela Hospital Medical Center in Inglewood, California at any time during the Class Period.
- 1.6. “Class Counsel” means Diane Richard of Richard Law, P.C.
- 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 and resolve the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, social security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 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 a search prior to mailing of the Class Notice using the National Change of Address database, a skip trace on any returned mail, and a skip trace on any returned checks. A Class Member Address Search may include but is not required to include 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 English 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 December 27, 2017 to March 1, 2023.
- 1.13. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.
- 1.14. “Class Representative Service Payment(s)” means the payments to the Class Representatives (i) for initiating the Action and providing services in support of the Action, and (ii) in exchange for a Section 1542 waiver and release of all known and unknown claims they may have against Amgad Wahba, Ramy Wahba, and First Class Nurses, Inc. and all of its parent companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates, predecessors, assigns, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendants.
- 1.15. “Court” means the Superior Court of California, County of Orange.
- 1.16. “Defendants” means named defendants First Class Nurses, Inc. (“FCN”), Amgad Wahba, and Ramy Wahba.
- 1.17. “Defense Counsel” means Boris Sorsher and Lisa Peterson of Fisher & Phillips LLP.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Final Judgment; and (b) the Final Judgment is final. The Final Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement or if an objection to the Settlement is subsequently withdrawn, the day the Court enters Final Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for

filing a notice of appeal from the Judgment; or if a timely appeal from the Final Judgment is filed, the day after the appellate court affirms the Final Judgment and issues a remittitur.

- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” or “GSA” means \$260,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraphs 8 and 9 below. The Gross Settlement Amount is inclusive of all payments to Class Members and Aggrieved Employees, attorneys’ fees, costs and expenses directly related to the Settlement Action, which includes all such fees and costs incurred to date, as well as all such fees and costs incurred in documenting the Settlement, administering the Settlement, and payment to the LWDA for its share of PAGA Penalties, and will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.
- 1.23. “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.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class

Members as Individual Class Payments.

- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for at least one day during the PAGA Period as an Aggrieved Employee at the Centinela Hospital Medical Center in Inglewood, California.
- 1.31. “PAGA Period” means the period from December 24, 2020 to March 1, 2023.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiffs’ December 24, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250.00) and the 75% to LWDA (\$3,750.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiffs” mean Joanabelle Pizarro Ordon and Takeya Rideout, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means: Amgad Wahba, Ramy Wahba, and First Class Nurses, Inc. and all of its parent companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, subrogees, executors, partners, related corporations, and privies, both individually and collectively, its respective past or present officers, directors, shareholders, successors and predecessors in interest. Released Parties does not include Centinela Hospital Medical Center.

- 1.42. “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. A Request for Exclusion form named REQUEST FOR EXCLUSION FROM CLASS FORM is to be mailed to Class Members in English in the form, without material variation, attached as Exhibit B and incorporated by reference into this Agreement. There is no Request for Exclusion from the PAGA portion of the Settlement.
- 1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” or “Settlement Action” means the disposition of the Action and the PAGA Notice solely on behalf of Class Members and Aggrieved Employees and no other persons, which is effected by this Agreement and the Judgment. Individually, the class action components of the Settlement is referred to as the “Class Settlement” and the PAGA action components of the Settlement is referred to as the “PAGA Settlement.”
- 1.45. “Workweek” or “Class Workweek” means any week during which a Class Member worked for at least one day during the Class Period as a Class Member at the Centinela Hospital Medical Center in Inglewood, California.

2. RECITALS.

- 2.1. On December 27, 2021, Plaintiffs commenced the Action by filing a Complaint alleging causes of action against FCN for (i) training and orientation indemnification under California Labor Code sections 2802 and 2802.1; (ii) declaratory relief for training and orientation indemnification under California Labor Code sections 2802 and 2802.1; (iii) business expense indemnification under California Labor Code section 2802; (iv) declaratory relief on alleged wage non-disclosure agreement; (v) declaratory relief on alleged non-competition agreement; (vi) unpaid overtime wages; (vii) unpaid minimum wages; (viii) unpaid regular wages, meal period premiums, rest period premiums, and sick time wages; (ix) failure to authorize and permit rest breaks; (x) failure to provide meal periods; (xi) failure to pay final wages timely; (xii) non-compliant wage statements; (xiii) unfair competition under California Business and Professions Code section 17200. On March 23, 2022, Plaintiffs filed a First Amended Complaint which added PAGA Claims and added Amgad Wahba and Ramy Wahba as defendants. The First Amended Complaint is the “Operative Complaint” in the Action. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On February 14, 2023, the Parties participated in an all-day mediation presided over by Marc Feder, Esq. which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, pay records, time records, and policy and procedure documents. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 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 granted class certification.
- 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 Paragraphs 8 and 9 below, Defendants promise to pay \$260,000.00 and no more as the Gross Settlement Amount, and to separately pay any and 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. This is a "checks-mailed" settlement meaning 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.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiffs: Class Representative Service Payments to the two Class Representative of not more than \$10,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members pro-rata. The Administrator will pay the Class Representative Service Payments using IRS

Form 1099-MISC. Plaintiffs assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 40%, which is currently estimated to be \$104,000.00 and a Class Counsel Litigation Expenses Payment which is expected to not exceed \$15,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members pro-rata. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$6,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,000.00, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members pro-rata.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099-MISC Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal

to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$5,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,750.00) allocated to the LWDA PAGA Payment and 25% (\$1,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250.00) 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 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-MISC Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 158 Class Members who collectively worked a total of 6,729 Workweeks, and 102 Aggrieved Employees who worked a total 1,960 PAGA Pay Periods.

4.2. Class Data. Not later than 14 calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 21 calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendants fund the Gross Settlement Amount (but in no earlier than the Effective Date), the Administrator will mail checks for all Individual Class Payments, all

Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. Defendants shall fully discharge the obligations to the Class Members and Aggrieved Employees through the mailing of the Individual Class Payments and/or Individual PAGA Payments by the Administrator, regardless of whether such checks are actually received and/or negotiated by the Class Members and/or Aggrieved Employees. Any check that is not negotiated within 180 days of the mailing to Class Members will be voided. The Administrator will cancel all checks not cashed by the 180-day void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 10 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs generally, release and discharge all known and unknown claims they may have against Amgad Wahba, Ramy Wahba, and First Class Nurses, Inc. and all of its parent companies, subsidiaries, respective attorneys,

past, present and future divisions, affiliates, predecessors, assigns, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendants ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.2. Class Release by Participating Class Members: All Participating Class Members release the Released Parties from Released Class Claims during the Class Period. Released Class Claims means, as it relates to Participating Class Members only: all claims, demands, rights, liabilities and causes of action that were asserted in the Settlement Action that Plaintiffs filed and/or that could have been asserted based on the factual allegations in the Settlement Action, including any and all claims of: (i) unpaid overtime; (ii) unpaid meal period premiums; (iii) unpaid or improperly paid rest period premiums; (iv) unpaid minimum wage; (v) final wages not timely paid; (vi) non-compliant wage statements; (vii) unreimbursed business expenses; (viii) claims relating to defects in employment agreements (including but not limited to those titled "Contract Agreement," and "Travel Assignment Agreement") pertaining to liquidated damages, non-disclosure, and non-compete provisions as alleged in the Settlement Action (excluding claims for or relating to the enforcement of and/or collection matters of employment agreements including but not limited to those titled "Contract Agreement," and "Travel Assignment Agreement"); and (ix) unfair competition claim under Section 17200 with respect to items (i) – (viii). Released Class Claims exclude claims for PAGA penalties, wrongful termination, social security, unemployment insurance, vested benefits, violation of the Fair Employment and Housing Act, disability, workers' compensation, claims outside of the Class Period, claims based on facts occurring outside the Class Period, and claims for or relating to the enforcement of and/or collection matters of the employment agreements (including but not limited to those titled "Contract Agreement," and "Travel Assignment Agreement").

5.3. PAGA Release by Aggrieved Employees: All Aggrieved Employees are deemed to release the Released Parties from Released PAGA Claims during the PAGA Period. Released PAGA Claims means, as it relates Aggrieved Employees only: all claims, demands, rights, liabilities and causes of action for PAGA penalties only that were asserted in the Settlement Action and the PAGA Notice submitted by Plaintiffs and/or that could have been asserted based on the factual allegations in the Settlement Action, including any all claims for PAGA penalties for: (i) unpaid overtime; (ii) unpaid meal period premiums; (iii) unpaid or improperly paid rest period premiums; (iv) unpaid minimum wage; (v) final wages not timely paid; (vi) non-compliant wage statements; (vii) unreimbursed business expenses; and (viii) claims relating to defects in employment agreements (including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”) pertaining to liquidated damages, non-disclosure, and non-compete provisions as alleged in the Settlement Action (excluding claims for or relating to the enforcement of and/or collection matters of employment agreements including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”). Released PAGA Claims exclude any and all other than claims for PAGA penalties occurring during the PAGA Period, and without limiting the exclusion, Released PAGA Claims excludes claims for wrongful termination, social security, unemployment insurance, vested benefits, violation of the Fair Employment and Housing Act, disability, workers’ compensation, claims outside of the PAGA Period, claims based on facts occurring outside the PAGA Period, and claims for or relating to the enforcement of and/or collection matters of employment agreements (including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”).

5.4. Class Release and PAGA Release for Participating Class Members who Are Aggrieved Employees. Persons who are both a Participating Class Member and an Aggrieved Employee will be deemed to have released the Released Parties from Released PAGA Claims during the PAGA Period and, and the Released Parties from the Released Class Claims during the Class Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Procedural Guidelines. Nothing in this Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing toward each other or any other person.

6.1. Defendants’ Declaration in Support of Preliminary Approval. Within 7 calendar days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration under penalty of perjury: (i) from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator, and aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement; (ii) from FCN regarding changes FCN will make to its wage and hour

practices and employment agreements and that the Action, Class Representatives and Class Counsel were a catalyst for the changes, including elimination of the liquidated damages provision, modification of the confidentiality provision to make clear that rates of pay can be discussed and disclosed, and modification of the non-compete provision;(iii) from FCN providing the number of Class Members who signed the employment agreement with the liquidated damages provision; (iv) FCN that it has and will continue to cease all enforcements of the liquidated damages provision, cease all collections proceedings and will not receive any monies for the liquidated damages; this binds not only Defendants, but also Released Parties, and an assignees, attorney or collection firms; and (v) from FCN attesting to the financial hardship including but not limited to financial condition and the loss of Centinela Hospital Medical Center as a client. Defendants agree that these declarations may be used in connection with approval proceedings and may be presented to the Court.

- 6.2. Plaintiffs' Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

- 6.4. Duty to Cooperate. The Parties agree to work cooperatively, diligently and in good faith to ensure that all necessary documents are timely filed for the effectuation of the Settlement and the settlement approval process. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. The Parties agree they will cooperate in addressing any concerns that the Court of the LWDA may have. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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 Payment. 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 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, Aggrieved Employees, Class Workweeks, and PAGA Pay Periods in the Class Data.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 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, and the number of Class

Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 60 calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5. Requests for Exclusion (Opt-Outs) from the Class Settlement.

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is form substantially in the form attached to this Agreement as Exhibit B completed by the Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name and a statement that the Class Member request exclusion from the Class Settlement and do not wish to participate in the Class Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. No Class Member and no Aggrieved Employee may exclude themselves from the PAGA portion of the settlement (including PAGA Penalties). The Administrator shall timely provide Defense Counsel and Class

Counsel with a copy of all Request for Exclusion and shall upon, request, provide them also with information regarding date and method of receipt.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' release of Released Class Claims under Paragraphs 5.2 (and if also an Aggrieved Employee, the Aggrieved Employees' release of Released PAGA Claims under Paragraph 5.3 of this Agreement), regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Class Workweeks and PAGA Pay Periods. Each Class Member shall have 60 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel, copies of all challenges to calculation of Class Workweeks and/or PAGA Pay Periods, and the Administrator's determination of the challenges.

7.7. Objections to Class Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement (the “Class 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. An Objection Form is a form substantially in the form attached to this Agreement as Exhibit C completed by the Class Member or his/her representative that reasonably communicates the Class Member’s objection to the Settlement and includes the Class Member’s name and a statement that the Class Member objects to the Class Settlement and the basis for the objection. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 calendar days after the Administrator’s mailing of the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice was re-mailed). The Administrator shall timely provide Defense Counsel and Class Counsel with a copy of all objections to the Class Settlement and shall upon, request, provide them also with information regarding date and method of receipt.

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of

all Requests for Exclusion from Class Settlement submitted (whether valid or invalid).

- 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4. Class Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5. Administrator’s Declaration. Not later than 14 calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Class Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List as well as all objections received, if any. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6. Final Report by Settlement Administrator. Within 10 calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, FCN estimate that the Class consists of approximately 6,729 Workweeks and 158 persons. Should the number of Workweeks and/or persons increase by more than 10% this will increase the gross settlement proportionally over the 10% increase. For example, if the number of Class Workweeks increases by 11% the settlement amount will increase by 1%. Likewise, if the settlement increases by 12% the settlement amount will increase by 2%.
- 9. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List is 10% or more all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all settlement administration expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 30 calendar days prior to the date of the Final Approval Hearing as that date is set by the Court through its Preliminary Approval Order; late elections will have no effect. In the event of Defendants' withdrawal, no party may use, for any reason, the fact that the Parties agreed to the Settlement, other than for Defendants remaining responsible for paying all settlement administration expenses incurred to that point.
- 10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a combined Proposed Final Approval Order and a proposed Judgment captioned "Order of Final Approval and Judgment" (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court. Pursuant to the Court's "Procedural Guidelines," a single packet of all objects shall be filed with the Court by counsel.
- 10.2. Duty to Cooperate. The Parties agree to work cooperatively, diligently and in good faith to ensure that all necessary documents are timely filed for the effectuation of the Settlement and the settlement approval process. If the Parties disagree on any aspect of the proposed Motion for Final Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. Any dispute between the Parties as to the terms of Agreement that cannot be resolved amongst them shall be presented to the mediator for resolution. The Parties agree they will cooperate in addressing any concerns that the Court of the LWDA may have. If the Court does not grant Final Approval or conditions Final

Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing toward each other or any other person. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint or Settlement Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action or Settlement Action have merit. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by Defendants of wrongdoing or liability, or of the truth of any factual allegations in the Action or Settlement Action. Defendants have denied and continues to deny each, and every material factual allegation and all claims alleged in the Action and Settlement Action. To this end, the settlement of the Settlement Action, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Settlement Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Parties sign this Agreement or until Plaintiffs are required to enforce the Memorandum of Understanding, whichever occurs first, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter or in a matter with a common party; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an

inquiry or subpoena issued by a state or federal government agency; (6) to settlement administrators for the purpose of seeking bids to administer the settlement, willingness, competency and qualifications to act as an administrator; or (7) to a judicial court, and/or the LWDA. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. Any dispute between the Parties as to the terms of Agreement that cannot be resolved amongst them shall be presented to the mediator for resolution. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.15. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.16. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: RICHARD LAW, P.C.
Diane E. Richard (Cal. Bar No 204897)
5060 N. Harbor Drive, Suite 265
San Diego, CA 92106
Telephone: (619) 880-5534
Facsimile: (619) 880-5459
Email: diane@richardlawpc.com

To Defendants: FISHER & PHILLIPS LLP
Boris Sorsher (Cal. Bar No. 251718)
Lisa Peterson (Cal. Bar No. 292798)
2050 Main Street, Suite 1000
Irvine, CA 92614

Telephone: (949) 851-2424
Facsimile: (949) 851-0152
Email: bsorsher@fisherphillips.com
lpeterson@fisherphillips.com

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

12.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED:

Date Apr 18, 2023


Joanabelle Pizarro Ordon (Apr 18, 2023 15:47 PDT)

Plaintiff Joanabelle Pizarro Ordon

Date _____

Plaintiff Takeya Rideout

Date _____

Defendant First Class Nurses, Inc.

By _____, its _____

Date _____

Defendants Amgad Wahba

Date _____

Defendant Ramy Wahba

APPROVED AS TO FORM:

Date April 18, 2023



Diane Richard, Esq., Attorney for Plaintiffs
Joanabelle Pizarro Ordon and Takeya
Rideout

Date _____

Lisa Peterson, Esq., Attorneys for First Class
Nurses, Inc., Amgad Wahba, and Ramy
Wahba

Telephone: (949) 851-2424
Facsimile: (949) 851-0152
Email: bsorsher@fisherphillips.com
lpeterson@fisherphillips.com

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

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IT IS SO AGREED:

Date _____

Plaintiff Joanabelle Pizarro Ordona

Date Apr 19, 2023


Takeya Rideout (Apr 19, 2023 02:48 EDT)

Plaintiff Takeya Rideout

Date _____

Defendant First Class Nurses, Inc.
By _____, its _____

Date _____

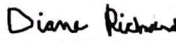
Defendants Amgad Wahba

Date _____

Defendant Ramy Wahba

APPROVED AS TO FORM:

Date April 18, 2023


Diane Richard, Esq., Attorney for Plaintiffs
Joanabelle Pizarro Ordona and Takeya
Rideout

Date _____

Lisa Peterson, Esq., Attorneys for First Class
Nurses, Inc., Amgad Wahba, and Ramy
Wahba

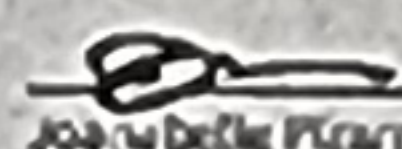
Telephone: (949) 851-2424
Facsimile: (949) 851-0152
Email: bsorsher@fisherphillips.com
lpeterson@fisherphillips.com

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

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IT IS SO AGREED:

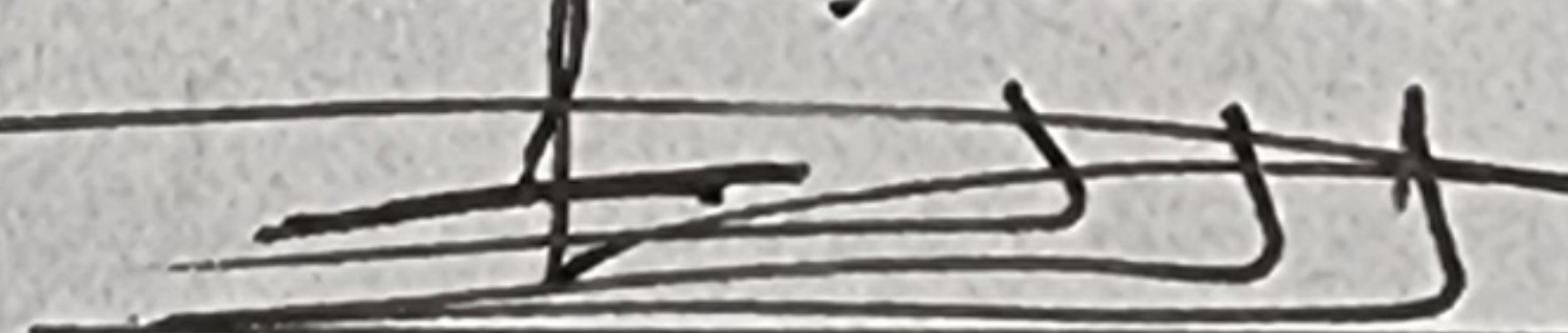
Date Apr 18, 2023


Joanabelle Pizarro Ordon (Apr 18, 2023 15:47 PDT)
Plaintiff Joanabelle Pizarro Ordon

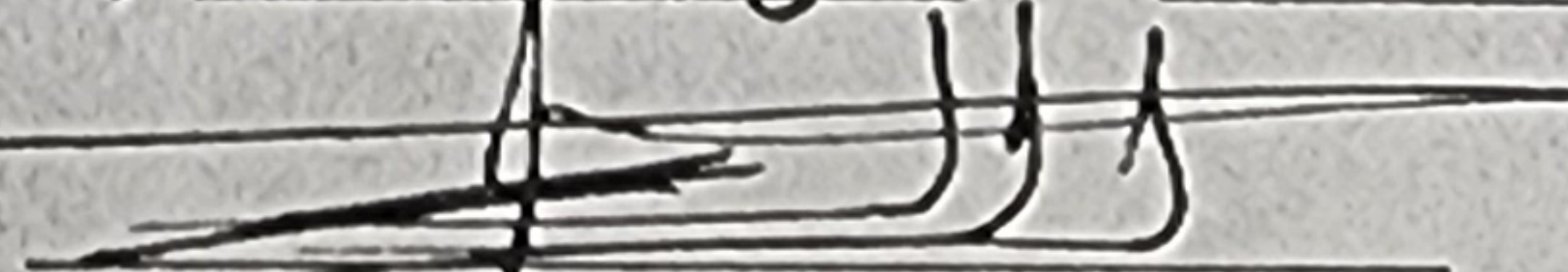
Date _____

Plaintiff Takeya Rideout

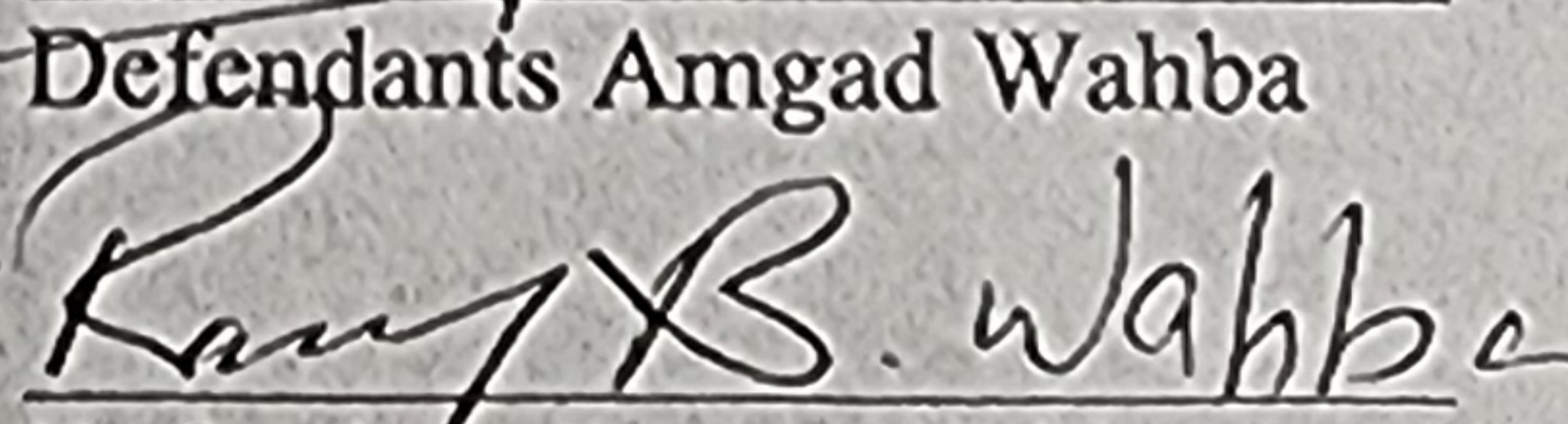
Date 5/8/2023


Defendant First Class Nurses, Inc.
By CEO Amgad Wahba

Date 5/8/2023


Defendants Amgad Wahba

Date 5-8-2023


Defendant Ramy Wahba

APPROVED AS TO FORM:

Date April 18, 2023

Diane Richard
Diane Richard, Esq., Attorney for Plaintiffs
Joanabelle Pizarro Ordon and Takeya
Rideout

Date May 9, 2023

Lisa Peterson
Lisa Peterson, Esq., Attorneys for First Class
Nurses, Inc., Amgad Wahba, and Ramy
Wahba

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL (“NOTICE”)**

If you were a non-exempt employee of First Class Nurses, Inc. (“FCN”) who worked for FCN at the Centinela Hospital Medical Center in Inglewood, California at any time during December 27, 2017 to March 1, 2023, you could get a payment from a class and PAGA action settlement of claims asserted in *Ordona et al v. First Class Nurses, Inc. et al* (Case No: 30-2021-01238237).

- The settlement will provide \$260,000.00 to pay and settle claims of qualified individuals. The Settlement has two main parts: settlement of class action claims (“Class Settlement”), and a settlement of PAGA claims (“PAGA Settlement”).
- To qualify for the Class Settlement: You must have been a non-exempt employee of FCN who worked for FCN at Centinela Hospital Medical Center in Inglewood, California at any time during 12/27/2017 to 3/1/2023. Your estimated pre-tax Class Settlement payment is **[\$ insert amount]** (prior to the deduction of taxes). Payments for the Class Settlement are based on the number of your eligible workweeks during the period of 12/27/2017 to 3/1/2023. FCN’s records show that you have **[insert #]** eligible workweeks for the Class Settlement (also known as “Class Workweeks”). If you believe that you worked more workweeks during 12/27/2017 to 3/1/2023, you can submit a challenge by the deadline date.
- To qualify for the PAGA Settlement: You must have been a non-exempt employee of FCN who worked for FCN at Centinela Hospital Medical Center in Inglewood, California at any time during 12/24/202 to 3/1/2023. Your estimated PAGA settlement payment is **[\$ insert amount]** (if this amount is zero dollars, it means that records show you do not have any eligible pay periods for the PAGA Settlement). Payments for the PAGA Settlement are based on the number of your eligible pay periods during the period of 12/24/2020 to 3/1/2023. FCN’s records show that you have **[insert #]** eligible pay periods for the PAGA Settlement (also known as “PAGA Pay Periods”). If you believe that you worked more pay periods during 12/24/2020 to 3/1/2023, you can submit a challenge by the deadline date.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Eligible to get a settlement payment mailed automatically to you from the Class Settlement and if, applicable, from the PAGA Settlement. In exchange for the payment, you will give up your right to assert the claims that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
EXCLUDE YOURSELF (OPT-OUT) FROM THE CLASS	Not eligible to get a settlement payment from the Class Settlement. You cannot opt-out of the PAGA Settlement. If you are eligible for a payment under the PAGA Settlement, Defendants must make this payment.
OBJECT TO THE CLASS SETTLEMENT	You may make a written objection as to why you don’t believe the Class Settlement is fair - but only if you do not opt-out of the Class Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Class Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

QUESTIONS? CALL XXXXXX, OR VISIT WWW.XXXXX.COM

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BASIC INFORMATION

1. Why did I get this notice package?

You may have been a non-exempt employee of FCN who worked for FCN at Centinela Hospital Medical Center in Inglewood, California at any time during December 27, 2017 to March 1, 2023. The Court authorized this notice to be sent to you because you have a right to know about a proposed settlement of a class action and PAGA action lawsuit, and about your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals, if any, are resolved, an administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Superior Court of California, County of Orange, and the case is known as *Ordon et al v. First Class Nurses, Inc. et al*, Case No. 30-2021-01238237. The people who sued – Joanabelle Pizarro Ordon and Takeya Rideout - are called Plaintiffs, and the company they sued, FCN, and individuals Amgad Wahba and Ramy Wahba are called the Defendants.

2. What is this lawsuit about?

The lawsuit Plaintiffs brought on a class action basis claims that Defendants did not pay proper and timely wages and business reimbursements, did not provide compliant wage statements, meal and rest breaks, and engaged in unfair competition. The lawsuit also claims that FCN's employment agreements (including those titled "Contract Agreement," and "Travel Assignment Agreement") contain unlawful language pertaining to liquidated damages, non-disclosure/confidentiality, and non-competition. The lawsuit asks for a variety of remedies including that damages and penalties be paid, and the defective language in the employment contracts be declared illegal and unenforceable, and removed. The lawsuit also claims, on a PAGA action basis, that civil penalties under the California Private Attorneys General Act ("PAGA") be paid to certain persons (for settlement purposes, those persons are referred to as Aggrieved Employees). Defendants deny they did anything wrong.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case Plaintiffs Joanabelle Pizarro Ordon and Takeya Rideout), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Superior Court Judge Lon F. Jurwitz is in charge of this class action.

4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement of both class claims and PAGA claims. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representatives and the attorneys think the settlement is best for everyone in the Class.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member and/or Aggrieved Employee.

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

Judge Hurwitz decided that everyone who fits this description is a Class Member eligible to participate in the Class Settlement: *All non-exempt employees of FCN who worked for FCN at Centinela Hospital Medical Center in Inglewood, California at any time during December 27, 2017 to March 1, 2023.*

Judge Hurwitz decided that everyone who fits this description is an Aggrieved Employee eligible to participate in the PAGA Settlement: *All non-exempt employees of FCN who worked for FCN at Centinela Hospital Medical Center in Inglewood, California at any time during December 24, 2020 to March 1, 2023.*

The time period you worked for FCN as a non-exempt employee at Centinela Hospital Medical Center in Inglewood, California determines whether you are (i) both a Class Member and an Aggrieved Employee, or (ii) only a Class Member. To meet the description of both a Class Member and an Aggrieved Employee, you had to have worked at some point between December 24, 2020 to March 1, 2023. To meet the description of only a Class Member, you had to have worked only at some point between December 27, 2017 and December 23, 2020.

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

If you are still not sure whether you are included, you can get free help by calling the administrator of the settlement (contact information is listed in Question 24). You may visit www.xxx.com for more information. You may also contact Class Counsel (contact information is listed in Question 24).

THE SETTLEMENT BENEFITS—WHAT YOU GET AND HOW TO GET PAYMENT

7. What does the settlement provide?

As a result of the Settlement, Defendants have agreed to:

- **Make a Monetary Payment:** Defendants will pay \$260,000.00 to resolve claims on behalf of participating Class Members and Aggrieved Employees;
- **Cease All Enforcements of and Not Receive any Monies for Liquidated Damages Provisions:** Defendants will cease all enforcements of liquidated damages provisions (including those in employment contracts). Defendants will also cease all collection proceedings and will not receive any monies for liquidated damages. This binds not only Defendants but also Released Parties and assignees, attorney or collection firms.
- **Make Policy Changes:** FCN will make changes to certain wage policies and employment agreements. Defendants agree that Class Representatives and Class Counsel were a catalyst for the changes, including:
 - elimination of the liquidated damages provision in employment contracts (including as it relates to repayment of training/orientation costs)
 - modification of the confidentiality provision in employment contracts to make it clear that rates of pay can be discussed and disclosed; and

- modification of non-competition language in employment contracts.

From the \$260,000.00 that Defendants have committed to pay, participating Class Members and Aggrieved Employees will be paid from the amount that remains after the following allotted amounts: (a) payment to the administrator for settlement administration (expected to not exceed \$6,000.00); (b) payment of penalties under the PAGA to the LWDA (\$3,750.00 allocated); (c) payments to Class Representatives Joanabelle Pizarro Ordon and Takeya Rideout for their service in bringing and resolving the settlement claims, and also for their broad release of claims (\$10,000.00 allocated to each of them); and (d) payment of attorney's fees to the attorney representing the Class and Aggrieved Employees in the matter (which is currently anticipated to be \$104,000.00 in fees based on a \$260,000.00 settlement sum), and costs (which is expected to not exceed \$15,000.00). Under the Settlement, Defendants are responsible for paying, in addition to the \$260,000.00 settlement amount, employer-side payroll taxes on the settlement amount allocated as settlement of wage claims.

8. How Much Will My Payment Be?

The first page of this Notice provides an estimate of the payment. Your share of the Settlement will depend on whether you are (i) a Class Member and an Aggrieved Employee or (ii) only a Class Member. Here's how it works:

Class Member: A Class Member's share of the Class Settlement is called an Individual Class Payment. The payment is based on the amount available to all Class Members and is proportional to the number of your eligible workweeks as it relates to the total number of eligible workweeks for all Class Members. More specifically, under the Class Settlement, the administrator will calculate your share of the Settlement by (a) dividing the amount available to Class Members (the allocated Net Settlement Amount is estimated to be \$110,000.00) by the total number of eligible workweeks for all Class Members during December 27, 2017 to March 1, 2023, and (b) multiplying the result by your number of eligible workweeks as a Class Member during December 27, 2017 to March 1, 2023. The number of eligible workweeks that FCN's records show for you is identified on page 1 of this Notice.

Note that 20% of an Individual Class Payment will be allocated to settlement of wage claims and are subject to tax withholding and will be reported on an IRS W-2 Form. As noted in Question 7, Defendants are paying the employer-side of payroll taxes (but not employee-side) on this payment. 80% of an Individual Class Payment will be allocated to settlement of claims for interest and penalties and are not subject to tax withholdings, and will be reported on an IRS 1099 Form.

Aggrieved Employee: An Aggrieved Employee's share of the PAGA Settlement is called an Individual PAGA Payment. The payment is based on the amount available to all Aggrieved Employees and is proportional to the number of your eligible pay periods as it relates to the total number of eligible pay periods for all Aggrieved Employees. More specifically, under the PAGA Settlement, the administrator will calculate your share of the Settlement by (a) dividing the amount available to Aggrieved Employees (the allocated amount is \$1,250.00) by the total number of eligible pay periods for all Aggrieved Employees during December 24, 2020 to March 1, 2023 and (b) multiplying the result by your number of eligible pay periods during December 24, 2020 to March 1, 2023. The number of eligible pay periods that FCN's records shows or you is identified on page 1 of this Notice. Note that 100% of the PAGA Payment will be allocated to settlement of claims penalties and are not subject to wage withholdings, and will be reported on an IRS 1099 Form.

If you are both a Class Member and an Aggrieved Employee, you are eligible for both an Individual Class Payment and an Individual PAGA Payment as discussed above.

9. How do I challenge the number of workweeks and/or pay periods allocated to me?

The number of Class Workweeks you worked during December 27, 2017 to March 1, 2023, and the number of PAGA Pay Periods you worked during the December 24, 2020 to March 1, 2023 (if applicable), as recorded in FCN's records, are stated on page 1 of this Notice.

You have until **[insert deadline]** to challenge the number of Class Workweeks and/or PAGA Pay Periods allocated to you. You may challenge the allocation by contacting the administrator via fax, email or mail. The administrator's contact information is listed in Question 24.

You are encouraged to submit documentation to the administrator supporting your challenge. In the absence of any contrary documentation, the administrator may presume that workweeks and pay periods allocated to you are correct so long as they are consistent with the information provided to the administrator by FCN. The administrator's determination of workweek and pay period allocation are final and not appealable or otherwise susceptible to challenge.

10. When would I get my payment?

The Court will hold a hearing on **[insert date]**, to decide whether to approve the settlement. If Judge Hurwitz approves the settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

11. What am I giving up to get a payment?

What you are giving up depends on whether you get payment for (i) the Class Settlement only, or (ii) for the Class Settlement and the PAGA Settlement. If you are participating in both the Class Settlement and the PAGA Settlement, you will giving up the legal claims under both "Released Class Claims" and "Released PAGA Claims."

- Class Settlement - Unless you exclude yourself, you are staying in the Class and participating in the Class Settlement and will be known as a Participating Class Member, and that means that to get a payment, you can't sue, continue to sue, or be part of any other lawsuit about the legal issues included in the Class Settlement. The description below of "Released Class Claims" describes exactly the legal claims that you give up if you get a settlement payment through the Class Settlement.

Description of Released Class Claims

You release the Released Parties from Released Class Claims during the period of December 27, 2017 to March 1, 2023. Released Class Claims means: all claims, demands, rights, liabilities and causes of action that were asserted in the settled lawsuit that Plaintiffs filed and/or that could have been asserted based on the factual allegations in the settled lawsuit, including any all claims of:

- unpaid overtime;
- unpaid meal period premiums;
- unpaid or improperly paid rest period premiums;

- (iv) unpaid minimum wage;
- (v) final wages not timely paid;
- (vi) non-compliant wage statements;
- (vii) unreimbursed business expenses;
- (viii) claims relating to defects in employment agreements (including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”) pertaining to liquidated damages, non-disclosure, and non-compete provisions as alleged in the settled lawsuit; (but excluding claims for or relating to the enforcement of and/or collection matters of employment agreements including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”) and
- (ix) unfair competition claim under California Business and Professions Code section 17200 with respect to items (i) – (viii).

Released Class Claims does not include and specifically excludes claims for PAGA penalties, wrongful termination, social security, unemployment insurance, vested benefits, violation of the Fair Employment and Housing Act, disability, workers’ compensation, claims outside of December 27, 2017 to March 1, 2023, claims based on facts occurring outside of December 27, 2017 to March 1, 2023, and claims for or relating to the enforcement of and/or collection matters of the employment agreements (including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”).

- PAGA Settlement - In connection with getting payment in connection with the PAGA Settlement, you can’t sue, continue to sue, or be part of any other lawsuit about the legal issues included in the PAGA Settlement. The description below of “Released PAGA Claims” describes exactly the legal claims that you give up in conjunction with getting a payment for civil penalties under the PAGA through the PAGA Settlement.

Description of Released PAGA Claims:

You release the Released Parties from Released PAGA Claims during December 24, 2020 to March 1, 2023. Released PAGA Claims means: all claims, demands, rights, liabilities and causes of action for PAGA penalties only that were asserted in the settled lawsuit that Plaintiffs filed and the PAGA notice submitted by Plaintiffs and/or that could have been asserted based on the factual allegations in the settled lawsuit, including any all claims for PAGA penalties for:

- (i) unpaid overtime;
- (ii) unpaid meal period premiums;
- (iii) unpaid or improperly paid rest period premiums;
- (iv) unpaid minimum wage;
- (v) final wages not timely paid;
- (vi) non-compliant wage statements;
- (vii) unreimbursed business expenses; and
- (viii) claims relating to defects in employment agreements (including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”) pertaining to liquidated damages, non-disclosure, and non-compete provisions as alleged in the settled lawsuit (but excluding claims

for or relating to the enforcement of and/or collection matters of employment agreements including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”).

Released PAGA Claims does not include and specifically excludes any and all other than claims for PAGA penalties occurring during the December 24, 2020 to March 1, 2023, and without limiting the exclusion, Released PAGA Claims excludes claims for wrongful termination, social security, unemployment insurance, vested benefits, violation of the Fair Employment and Housing Act, disability, workers’ compensation, claims outside of December 24, 2020 to March 1, 2023, claims based on facts occurring outside December 24, 2020 to March 1, 2023, and claims for or relating to the enforcement of and/or collection matters of employment agreements (including but not limited to those titled “Contract Agreement,” and “Travel Assignment Agreement”).

Note that the description of both “Released Class Claims” and “Released PAGA Claims.” includes the term “Released Parties.” Released Parties means: Amgad Wahba, Ramy Wahba, and First Class Nurses, Inc. and all of its parent companies, subsidiaries, respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, subrogees, executors, partners, related corporations, and privies, both individually and collectively, its respective past or present officers, directors, shareholders, successors and predecessors in interest. Released Parties does not include Centinela Hospital Medical Center.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

If you don’t want a payment from the Class Settlement, but you want keep the right to sue or continue to sue, on your own, about the legal issues in the Class Settlement, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the settlement Class.

12. How do I get out of the Class Settlement?

To exclude yourself from the Class Settlement, you must fully complete and submit to the administrator a Request for Exclusion From Class Form. This form is included with this Notice. Be sure to complete your name, sign and date the form. To timely exclude yourself, you must mail, fax or email your Request for Exclusion From Class Form not later than **[insert deadline]** (if mailing, the postmark must show no later than **[insert deadline]**), to the administrator of the settlement (contact information is listed in Question 24). You can’t exclude yourself on the phone.

If you ask to be excluded, you (i) will not get any payment from the Class Settlement, (ii) cannot object to the settlement; (iii) will not be legally bound by anything that happens in this Class Settlement; and (iv) may be able to sue (or continue to sue) Defendants in the future for claims contained in the Class Settlement.

13. If I don’t exclude myself from the Class Settlement, can I sue Defendants for the same things included in the Class Settlement later?

No. Unless you exclude yourself from the Class Settlement, you give up the right to sue Defendants and Released Parties for the class claims that this settlement resolves – the Released Class Claims described in Question 11. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Class Settlement to continue your own lawsuit unless the claims are excluded from

description of the Released Class Claims. Remember, the exclusion deadline is **[insert deadline]**.

14. If I exclude myself, can I get money from the settlement?

If you exclude yourself from the Class, you will not get a payment for the Class Settlement because you will not be participating in the Class and Class Settlement. Because you cannot exclude yourself from the PAGA Settlement, if you are eligible for a payment under the PAGA Settlement, you can get money from the PAGA Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court approved Diane Richard, Esq. of the law firm Richard Law, P.C. to represent you and other Class Members as Class Counsel (contact information is listed in Question 24). You will not be charged for this lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

To date, Class Counsel has not been paid any fees or costs for bringing claims on behalf of the Class and Aggrieved Employees. Class Counsel will ask the Court for attorney's fees up to 40% of the total settlement amount paid by Defendants (which is currently anticipated to be \$104,000.00 in fees based on a \$260,000.00 settlement sum), and for expenses (which are expected to not exceed \$15,000.00). The Court may award less than these amounts. Payments for these items will be made from the \$260,000.00 settlement payment as described in Question 7.

OBJECTING TO THE CLASS SETTLEMENT

You can tell the Court that you don't agree with the Class Settlement or some part of it.

17. How do I tell the Court that I don't like the Class Settlement?

If you're a participating Class Member (meaning you do not opt-out of the Class Settlement by timely submitting a completed Request for Exclusion From Class Form), you can object to the Class settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object to the Class Settlement, you must fully complete and submit to the administrator an Objection form. This form is included with this Notice. Be sure to sign and date the form. To timely object, you must mail, fax or email your Objection form not later than **[insert deadline]** (if mailing, the postmark must show no later than **[insert deadline]**) to the administrator of the settlement (contact information is listed in Question 24). You can't make objections, if any, on the phone to the administrator.

18. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Class Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class

and the Class Settlement. If you exclude yourself, you have no basis to object because the Class Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at [insert time] on [insert date], at the Superior Court of California, County of Orange, [insert address]. At this hearing the Court will consider whether the Class Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Hurwitz will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Hurwitz may have. But, you are welcome to attend at your own expense. If you send an objection, you don't have to come to Court or attend the Fairness Hearing to talk about it. As long as you submitted your written objection to the administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Ordon v. First Class Nurses, Inc.*" Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [insert deadline], and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses Question 24. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing and the settlement is fully and finally approved, you'll get money from the Class Settlement and, if you are eligible, you'll get money from the PAGA settlement; a settlement payment will be automatically mailed to you.

GETTING MORE INFORMATION

23. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement and other documents by visiting: [insert URL for site administered by administrator]. You may also review the Court's docket in the case by visiting <https://www.occourts.org/online-services/case-access/>. The Court's address is: Superior Court of California, County of Orange, Civil Complex Center, 751 W. Santa Ana Blvd., Santa Ana, CA 92701.

24. How do I get more information?

You can call, write or fax the administrator. You may also visit the settlement website [insert URL for site administered by administrator].

The contact information for the settlement administrator is:

Administrator
Address
City, ST 00000
Fax:
Email:
Phone:

Class Counsel is also available to answer questions.

The contact information for Class Counsel is:

Diane Richard
Richard Law, P.C.
5060 N. Harbor Dr.,
Suite 265
San Diego, CA 92106
Phone: 619-880-5534
Fax: 619-880-5459
Email: diane@richardlawpc.com

EXHIBIT B

REQUEST FOR EXCLUSION FROM CLASS FORM

COMPLETE AND SUBMIT THIS FORM ONLY IF YOU REQUEST EXCLUSION FROM THE CLASS AND DO NOT WISH TO PARTICIPATE IN THE CLASS SETTLEMENT.

NOTE THAT IF YOU EXCLUDE YOURSELF, YOU WILL NOT RECEIVE A PAYMENT FROM THE CLASS SETTLEMENT.

For further information about your options under the proposed Settlement, including your right to request exclusion from the Class and not participate in the Class Settlement, read the accompanying “Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.”

If, after considering your options, you wish to request exclusion from the Class and do not wish to participate in the Class Settlement, you must do the following:

1. Complete this Request for Exclusion From Class Form by:
 - Printing or typing in your full name clearly where indicated in the exclusion/non-participation statement below; and
 - Signing and dating this Form where indicated below.
2. Timely submit this completed Form to the settlement administration by:
 - Mailing, faxing or emailing this Form not later than **[insert deadline]**, to the administrator of the settlement. The settlement administrator’s contact information is:

Administrator
Address
City, ST 00000
Fax:
Email:
Phone:

- Note: You can’t exclude yourself on the phone. If you mail the Form in, the postmark must show no later than **[insert deadline]**. It is recommended that you keep a record of the submitted Form, method and date of submission.

Exclusion/Non-Participation Statement:

I, _____, request exclusion from the Class and do not wish to wish to participate in the
[clearly print or type in full name]

Class Settlement. I understand that by timely submitting this completed Form, I will not be eligible to receive a settlement payment from the Class Settlement.

[insert signature]

[insert date]

EXHIBIT C

OBJECTION FORM
COMPLETE AND SUBMIT THIS FORM ONLY IF WISH TO OBJECT TO THE CLASS SETTLEMENT.

For further information about your options under the proposed Settlement, including your right to object to the Class Settlement, read the accompanying “Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval.” Note that you may make a written objection as to why you don’t believe the Class Settlement is fair only if you do not request exclusion (opt-out) from the Class Settlement.

If, after considering your options, you wish to object to the Class Settlement, you must do the following:

1. Complete this Objection Form by:
 - Printing or typing in your full name and reason for objection, clearly where indicated in the objection statement below
 - Signing and dating this Form where indicated below.

2. Timely submit this completed Form to the settlement administration by:
 - Mailing, faxing or emailing this Form not later than **[insert deadline]**, to the administrator of the settlement. The settlement administrator’s contact information is:

Administrator
Address
City, ST 00000
Fax:
Email:
Phone:

- Note: If you mail the Form in, the postmark must show no later than **[insert deadline]**. It is recommended that you keep a record of the submitted Form, method and date of submission. Absent good cause found by the Court, objections to the Class Settlement will be waived and not considered if not timely or otherwise compliant.

Objection Statement:

I, _____, object to the Class Settlement because (attach additional paper if necessary):
[clearly print or type in full name]

[insert signature]

[insert date]