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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES – SPRING STREET**
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14 YOXY JURADO, individually and on behalf
15 of others similarly situated, and HECTOR
16 CHAVEZ, individually and on behalf of
others similarly situated and as an aggrieved
employee and Private Attorney General.

17 Plaintiffs,

18 vs.

19 AEQUOR HEALTHCARE SERVICES,
20 LLC, a New Jersey limited liability company;
21 AEQUOR HEALTHCARE SERVICES,
22 INC., a Nevada corporation; THERAPY
STAFF, LLC, a Delaware limited liability
company; and DOES 1 through 50, inclusive,

23 Defendants.
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Case No.: 21STCV06001

*Assigned for All Purposes to: Hon. Stuart M.
Rice; Dept. 1*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: February 11, 2021

Trial Date: None Set

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Yoxy Jurado and Hector Chavez, individually and on behalf of the Settlement Class, and Defendants Aequor Healthcare Services, LLC, Aequor Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc.

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Action” means the court actions, entitled “*Jurado, et al. v. Aequor Healthcare Services, LLC, et al.*” Case No. 21STCV06001, pending before the Los Angeles County Superior Court (“Class Action”); and “*Jurado v. Aequor Healthcare Services, LLC*”, Case No. 21STCV14340, pending before the Los Angeles County Superior Court (“PAGA Action”).

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, *i.e.*, Four Hundred Thirty-Seven Thousand Five Hundred Dollars (\$437,500.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

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1 non-exempt employee of Defendants in the State of California; (6) total Workweeks during the
2 Class Period; (7) total Workweeks during the PAGA Period; and (8) any other information
3 required by the Settlement Administrator in order to effectuate the terms of the Settlement.

4 6. “Class” or “Class Members” means all current and former hourly-paid, non-
5 exempt employees of Defendants who were employed by Defendants in the State of California
6 for claims arising at Defendants’ California Locations at any time during the Class Period. In the
7 event that any Class Member has claims which arose from work performed at a location outside
8 of California, those claims are not released.

9 7. “Class Period” means the period from February 11, 2017, until the date of
10 preliminary approval of the Settlement by the Court, or three months’ from the date of execution
11 by all Parties of this Agreement, whichever date occurs earlier.

12 8. “Class Representatives” means Plaintiffs Yoxy Jurado and Hector Chavez in their
13 capacity as representatives of the Participating Class Members.

14 9. “Class Representative Enhancement Payment(s)” means the amount that the Court
15 authorizes to be paid to Plaintiffs Jurado and Chavez in addition to their Individual Settlement
16 Payments, in recognition of the efforts and risks they have taken in assisting with the prosecution
17 of the Action and in exchange for the General Release of their claims as provided herein.

18 10. “Court” means the Superior Court of the State of California for the County of Los
19 Angeles.

20 11. “Defendants” means Aequor Healthcare Services, LLC, Aequor Healthcare
21 Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc.

22 12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all
23 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
24 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; (c) if any
25 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way
26 that does not alter the terms of the Settlement.

27 13. “Final Approval” means the Court entering an order granting final approval of the
28 Settlement Agreement.

1 14. “Gross Settlement Amount” means the sum of One Million Two Hundred Fifty
2 Thousand Dollars (\$1,250,000.00). The Gross Settlement Amount is non-reversionary; no portion
3 of the Gross Settlement Amount will return to Defendants.

4 15. “Individual Settlement Payment” means the amount payable from the Net
5 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
6 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
7 Payments shall be paid by a Settlement Check made payable to Participating Class Members
8 and/or PAGA Members.

9 16. “Net Settlement Amount” means the funds available for payments to the Class,
10 which shall be the amount remaining after the following amounts are deducted from the Gross
11 Settlement Amount: (1) Class Counsel’s fees; (2) Class Counsel’s costs; (3) Settlement
12 Administration Costs; (4) Class Representative Enhancement Payments to Plaintiffs Jurado and
13 Chavez; and (5) the PAGA Payment to the California Labor and Workforce Development Agency
14 (“LWDA”) and PAGA Members.

15 17. “Notice” means the Notice of Class Action Settlement in a form substantially
16 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last known
17 address and which will provide Class Members with information regarding the Action and
18 information regarding the Settlement of the Action.

19 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
20 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

21 19. “PAGA Payment” means the amount that the Parties have agreed to allocate in
22 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
23 2698, *et seq.*) (“PAGA”). The Parties have agreed that One Hundred Thousand Dollars
24 (\$100,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiffs’
25 PAGA claims. Seventy Five Percent (75%) of this amount (\$75,000.00) will be paid to the LWDA
26 in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%) of this amount
27 (\$25,000.00) will be distributed to PAGA Members. PAGA Members will receive payment from
28 the employee portion of the PAGA Payment regardless of their decision to participate in the class

1 action if the PAGA Payment is approved by the Court.

2 20. "PAGA Period" means the period from February 4, 2021, until the date of
3 preliminary approval of the Settlement by the Court, or, three months' from the date of execution
4 by all Parties of this Agreement, whichever date occurs earlier.

5 21. "PAGA Members" means all current and former non-exempt employees of
6 Defendants who were employed by Defendants in the state of California for claims arising out of
7 Defendants' California Locations at any time during the PAGA Period. In the event that any
8 PAGA Member has claims which arose from work performed at a location outside of California,
9 those claims are not released.

10 22. "Parties" means Plaintiffs and Defendants, collectively, and "Party" shall mean
11 either Plaintiffs or Defendants, individually.

12 23. "Participating Class Members" means all Class Members who do not submit valid
13 and timely Requests for Exclusion.

14 24. "Plaintiffs" means Yoxy Jurado and Hector Chavez.

15 25. "Preliminary Approval" means the Court order granting preliminary approval of
16 the Settlement Agreement.

17 26. "Objection" means a Class Member's valid and timely written objection to the
18 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name,
19 address, telephone number, last four digits of the employees' social security number or employee
20 ID number; (b) the name of the case and case number; and (c) a written statement of all grounds
21 for the objection accompanied by legal support, if any, for such objection.

22 27. "Released Class Claims" means all claims, rights, demands, liabilities, and causes
23 of action that are alleged, or reasonably could have been alleged based on the facts and claims
24 asserted in the Operative Complaint in this Action including the following claims: (i) failure to
25 provide meal periods or compensation in lieu thereof (Labor Code §§ 226.7 and 512); (ii) failure
26 to provide rest periods or compensation in lieu thereof (Labor Code § 226.7); (iii) failure to pay
27 all regular wages, minimum wages and overtime wages due (Labor Code §§ 510, 1194, 1197,
28 1197.1, 1198); (iv) willful failure to pay wages (Labor Code §§ 204, 221); (v) failure to provide

1 itemized wage statements (Labor Code §§ 226, 1174); (vi) failure to pay timely wages at time of
2 termination or resignation (Labor Code §§ 201, 202, 203); (vii) failure to reimburse for necessary
3 business expenditures (Labor Code §§ 2800, 2802); and (viii) unfair business practices that could
4 have been premised on the claims, causes of action or legal theories of relief described above or
5 any of the claims, causes of action or legal theories of relief pleaded in the Operative Complaint.

6 28. “Released PAGA Claims” means all claims for civil penalties under the California
7 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts
8 alleged both in the PAGA Notices provided to the LWDA and in the Operative Complaint for the
9 PAGA Period.

10 29. “Released Parties” means Defendants Aequor Healthcare Services, LLC, Aequor
11 Healthcare Services, Inc., Therapy Staff, LLC, and United Staffing Solutions, Inc., and any
12 related entities, and their directors, officers, members, and investors.

13 30. “Request for Exclusion” means a valid and timely written statement submitted by
14 a Class Member requesting to be excluded from the class settlement. To be effective, the Request
15 for Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last
16 four digits of the Class Member’s Social Security number and/or the Employee ID number and
17 (b) a clear statement requesting to be excluded from the settlement of the class claims. To be
18 effective, the Request for Exclusion must be post-marked by the Response Deadline and received
19 by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release
20 of claims arising under the Private Attorneys General Act.

21 31. “Response Deadline” means the date sixty (60) calendar days after the Settlement
22 Administrator mails Notice to Class Members and the last date on which Class Members may
23 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In
24 the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be
25 extended to the next day on which the U.S. Postal Service is open. The Response Deadline for
26 Requests for Exclusion, written objections, and workweek disputes will be extended fifteen (15)
27 calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator,
28 unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline

1 will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline
2 may also be extended by express agreement between Class Counsel and Defendants. Under no
3 circumstances, however, will the Settlement Administrator have the authority to unilaterally
4 extend the deadline for Class Members to submit a Request for Exclusion or objection to the
5 Settlement.

6 32. “Settlement” means the disposition of the Action pursuant to this Agreement.

7 33. “Settlement Administrator” means Phoenix Settlement Administrators. The
8 Parties each represent that they do not have any financial interest in the Settlement Administrator
9 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
10 interest.

11 34. “Settlement Administration Costs” mean the costs payable from the Gross
12 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
13 but not limited to, translating the Notice, printing, distributing, and tracking documents for this
14 Settlement, calculating/confirming the class member Workweeks from the information contained
15 in the Class List, calculating each Participating Class Member’s Individual Settlement Payment,
16 tax reporting, distributing the Gross Settlement Amount, providing necessary reports and
17 declarations, and other duties and responsibilities set forth herein to process this Settlement, and
18 as requested by the Parties. Settlement Administration Costs shall not exceed Twenty-Five
19 Thousand Dollars (\$25,000.00).

20 35. “Settlement Class Members” shall mean all Participating Class Members as
21 described in paragraph 59 and the PAGA Members.

22 36. “Tax Rate Information” shall mean the tax rate currently paid by Defendants for
23 the employer’s share of employment taxes in California.

24 37. “Workweek” shall mean any calendar week (*i.e.*, a week beginning on Sunday and
25 ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

26 **TERMS OF AGREEMENT**

27 38. Filing of Amended Complaint: The Parties shall file a stipulation and order to
28 permit Plaintiff Jurado to file an amended complaint in the Class Action (the Second Amended

Complaint) that shall add United Staffing Solutions, Inc. as a named defendant; reinstate Plaintiff Hector Chavez as a named plaintiff and proposed class representative in the Class Action; and add claims from Plaintiff Jurado's PAGA Action to the Class Action. Upon the filing of the Second Amended Complaint, Plaintiff Jurado will cause the complaint in the PAGA Action (LASC Case No. 21STCV14349) to be dismissed, without prejudice. Plaintiffs shall pursue approval of this Settlement within the Class Action.

39. Settlement Consideration: Defendants shall fund the Gross Settlement Amount following Final Approval by the Court and within twenty-one (21) days of the occurrence of the Effective Date pursuant to the Funding of the Gross Settlement Amount provisions below. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel's Fees and Costs, the PAGA Payments, the Settlement Administration Costs, and all other costs and amounts due as specified in this Agreement, except only for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below. Other than for these employer-side taxes or payments resulting from an increase in the number of workweeks, Defendants shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

40. Potential Increase to the Gross Settlement Amount: Defendants shall provide confirmatory discovery that the number of workweeks for the Class is no greater than 45,000 (as of October 1, 2022). For purposes of this paragraph, a workweek shall include only weeks in which an individual works three or more days in a Sunday to Saturday period. If the number of workweeks is more than Ten Percent (10%) greater than the above amounts as of October 1, 2022, Defendants shall increase the Gross Settlement Amount proportionately. Any increase in workweeks after October 1, 2022, shall have no effect on the Settlement and will not trigger any obligation of Defendants to increase the Gross Settlement Amount proportionately.

41. Funding of the Gross Settlement Amount: Within twenty-one (21) calendar days of the Effective Date of the Settlement, Defendants will deposit the Gross Settlement Amount

1 into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator.
2 Defendants shall provide all information necessary for the Settlement Administrator to calculate
3 necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID
4 number, and other information requested by the Settlement Administrator, no later than seven (7)
5 calendar days of the Effective Date. Defendants shall fund the amount of such employer-side
6 payroll taxes within fourteen (14) calendar days after such amount is communicated to them by
7 the Settlement Administrator, but in no event prior to the date for funding of the Gross Settlement
8 Amount.

9 42. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
10 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
11 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce
12 Development Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's
13 Fees and Costs; and (e) Settlement Administration Costs.

14 43. Attorneys' Fees and Costs: Defendants agree not to oppose any application or
15 motion by Class Counsel for attorneys' fees of not more than Four Hundred Thirty-Seven
16 Thousand Five Hundred Dollars (\$437,500.00) plus the reimbursement of costs and expenses
17 associated with the litigation and settlement of the Action, in an amount not to exceed Thirty
18 Thousand Dollars (\$30,000.00), both of which will be paid from the Gross Settlement Amount.
19 Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be
20 reallocated to the Net Settlement Amount and distributed to Participating Class Members as
21 provided in this Agreement.

22 44. Class Representative Enhancement Payments: Defendants agree not to oppose or
23 object to any application or motion by Plaintiffs for Class Representative Enhancement Payments
24 of Seven Thousand Five Hundred Dollars (\$7,500.00) each for Plaintiffs Yoxy Jurado and Hector
25 Chavez (total of \$15,000.00). The Class Representative Enhancement Payments are in exchange
26 for the General Release of the Plaintiffs' individual claims and for their time, effort and risk in
27 bringing and prosecuting the Action. Any portion of the requested Class Representative
28 Enhancement Payments that is not awarded to the Class Representatives shall be reallocated to

the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

45. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).

46. PAGA Payment: One Hundred Thousand Dollars (\$100,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay Seventy-Five Percent (75%) of the PAGA Payment, or Seventy-Five Thousand Dollars (\$75,000.00), to the LWDA. Twenty-Five Thousand Dollars (\$25,000.00) will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

47. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members' Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	1,250,000.00
Enhancement Payments:	\$	15,000.00
Class Counsel's Fees:	\$	437,500.00
Class Counsel's Costs:	\$	30,000.00
PAGA Payment	\$	100,000.00
Settlement Administration Costs:	\$	25,000.00
Estimated Net Settlement Amount	\$	642,500.00

48. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the Twenty-Five Percent (25%) portion of the

1 PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth
2 herein:

3 a) Calculation of Class Portion of Individual Settlement Payments: The
4 Settlement Administrator will calculate the total Workweeks for all
5 Participating Class Members by adding the number of Workweeks worked
6 by each Participating Class Member during the Class Period. The respective
7 Workweeks for each Participating Class Member will be divided by the total
8 Workweeks for all Participating Class Members, resulting in the Payment
9 Ratio for each Participating Class Member. Each Participating Class
10 Member's Payment Ratio will then be multiplied by the Net Settlement
11 Amount to calculate each Settlement Class Member's estimated share of the
12 Net Settlement Amount.

13 b) Calculation of PAGA Portion of Individual Settlement Payments: The
14 Settlement Administrator will calculate the total Workweeks for all PAGA
15 Members by adding the number of Workweeks worked by each PAGA
16 Member during the PAGA Period. The respective Workweeks for each
17 PAGA Member will be divided by the total Workweeks for all PAGA
18 Members, resulting in the Payment Ratio for each PAGA Member. Each
19 PAGA Member's Payment Ratio will then be multiplied by the employee
20 portion of the PAGA Payment to calculate each PAGA Member's estimated
21 share of the PAGA Payment. PAGA Members shall receive this portion of
22 their Individual Settlement Payment regardless of whether they opt out of
23 the participation regarding the class claims.

24 c) Allocation of Individual Settlement Payments: All Individual Settlement
25 Payments will be allocated as follows: Twenty Percent (20%) of each
26 Individual Settlement Payment will be allocated as wages; Forty Percent
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(40%) shall be allocated as interest; and Forty Percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator.

49. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

50. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- a) Establish and maintain a Qualified Settlement Fund.
- b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- c) Translate the Notice from English to Spanish.
- d) Print and mail the Notice in English and Spanish.
- e) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- f) Process Requests for Exclusion, field inquiries from Class Members.
- g) Print and issue Settlement Payment Checks, prepare IRS W-2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.

- 1 h) Provide declarations and/or other information to this Court as requested by
2 the Parties and/or the Court regarding the settlement administration process.
3 i) Provide weekly status reports to counsel for the Parties.
4 j) Posting a notice of final judgment online at Settlement Administrator's
5 website.

6 51. Delivery of the Class List and Tax Rate Information: Within twenty-eight (28)
7 twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Class List
8 and Tax Rate Information to the Settlement Administrator. This is a material term of the
9 Agreement, and if Defendants fail to comply, Plaintiffs shall have the right to void the Agreement.

10 52. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving
11 the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class
12 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
13 identified in the Class List.

14 53. Confirmation of Contact Information in the Class List: Prior to mailing, the
15 Settlement Administrator will perform a search based on the National Change of Address
16 Database for information to update and correct for any known or identifiable address changes.
17 Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response
18 Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
19 thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice.
20 If no forwarding address is provided, the Settlement Administrator will promptly attempt to
21 determine the correct address using a skip-trace, or other search using the name, address and/or
22 Social Security number of the Class Member involved, and will then perform a single re-mailing.
23 If any Notice sent to a Class Member by the Settlement Administrator is returned as undeliverable
24 to a current employee, then Defendants shall make all reasonable efforts to obtain the current
25 address from the Class Member and provide the same within seven (7) calendar days of notice
26 from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,
27 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)
28 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, an objection, or

1 Workweek Dispute to the Settlement.

2 54. Notice: All Class Members will be mailed a Notice in English and Spanish. Each
3 Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the
4 Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each
5 respective Class Member worked for Defendants during the Settlement Class Period; (e) each
6 Class Member's estimated Individual Settlement Payment and the formula for calculating
7 Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines
8 by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement,
9 or Workweek Disputes; (h) the claims to be released, as set forth herein; and (j) the date for the
10 final approval hearing.

11 55. Disputed Information on Notice: Class Members will have an opportunity to
12 dispute the information provided in their Notice. To the extent Class Members dispute the number
13 of Workweeks with which they have been credited or the amount of their Individual Settlement
14 Payment, Class Members may produce evidence to the Settlement Administrator showing that
15 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'
16 records will be presumed determinative. However, if a Class Member produces evidence to the
17 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
18 Member and the Parties will make the final decision as to the number of eligible Workweeks that
19 should be applied and/or the Individual Settlement Payment to which the Class Member may be
20 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

21 56. Defective Submissions: If a Class Member's Request for Exclusion is defective as
22 to the requirements listed herein, that Class Member will be given an opportunity to cure the
23 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
24 business days of receiving the defective submission to advise the Class Member that his or her
25 submission is defective and that the defect must be cured to render the Request for Exclusion
26 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
27 calendar days from the date of the cure letter, whichever date is later, to postmark a revised
28 Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim,

1 then the Settlement Administrator will have no further obligation to give notice of a need to cure.
2 If the revised Request for Exclusion is not postmarked within that period, it will be deemed
3 untimely.

4 57. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
5 class settlement must sign and postmark a written Request for Exclusion to the Settlement
6 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
7 Member's name, address, telephone number, and the last four digits of the Class Member's Social
8 Security number and/or the Employee ID number and (b) a clear statement requesting to be
9 excluded from the settlement of the class claims. The date of the postmark on the return mailing
10 envelope receipt confirmation will be the exclusive means to determine whether a Request for
11 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the
12 Settlement Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the
13 Requests for Exclusion that were timely submitted. All Class Members who do not request
14 exclusion from the Action will be bound by all terms of the Settlement Agreement if the
15 Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective
16 as to the release of claims arising under the Private Attorneys General Act.

17 58. Defendants' Right to Rescind: If Ten Percent (10%) or more of the Class Members
18 (rounded to the next whole number) elect not to participate in the Settlement, Defendants may, at
19 their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
20 thereby null and void. Defendants must meet and confer with Class Counsel prior to exercising
21 this right and must make clear their intent to rescind the Agreement within fourteen (14) calendar
22 days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendants
23 exercise their right to rescind the Agreement, Defendants shall be responsible for all Settlement
24 Administration Costs incurred to the date of rescission.

25 59. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
26 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
27 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
28 by all of its terms, including those pertaining to the Released Class Claims, as well as any

Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or release. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiffs and Defendants and noted in the proposed Judgment submitted to the Court.

60. Objection Procedures: To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employee's full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, the name of the case and case number, and the specific reason including any legal grounds for the Participating Class Member's objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

61. Certification Reports Regarding Individual Settlement Payment Calculations: The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed; and (c) whether any Class Member has submitted a challenge to any information contained in the Notice. Additionally, the Settlement Administrator will provide to Counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

62. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his

1 or her Settlement Check or PAGA payment check within one hundred eighty (180) days, the
2 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of
3 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
4 *seq.* for the benefit of those Participating Class Members and PAGA Members who did not cash
5 their checks until such time that they claim their property. The Parties agree that this disposition
6 results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net
7 Settlement Amount will be paid out to Participating Class Members and PAGA Members,
8 whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore,
9 Defendants will not be required to pay any interest on such amounts. The Individual Settlement
10 Payments provided to Participating Class Members and to PAGA Members shall prominently
11 state the expiration date or a statement that the Settlement Check will expire in one hundred eighty
12 (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual
13 Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for
14 good cause and as mutually agreed by the Parties in writing. The Parties agree no unclaimed funds
15 will result from the Settlement.

16 63. Administration of Taxes by the Settlement Administrator: The Settlement
17 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
18 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid
19 pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding
20 all payroll taxes and penalties to the appropriate government authorities.

21 64. Tax Liability: Defendants make no representation as to the tax treatment or legal
22 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are
23 not relying on any statement, representation, or calculation by Defendants or by the Settlement
24 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree
25 that they will be solely responsible for the payment of any taxes and penalties assessed on the
26 payments described herein. Defendants’ share of any employer payroll taxes and other required
27 employer withholdings due on the Individual Settlement Payments, including, but not limited to,
28 Defendants’ FICA and FUTA contributions, shall be paid separate and apart from the Gross

1 Settlement Amount.

2 65. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this
3 section, the “acknowledging party” and each Party to this Agreement other than the
4 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this
5 Agreement, and no written communication or disclosure between or among the Parties or their
6 attorneys and other advisers, is or was intended to be, nor shall any such communication or
7 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
8 States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging
9 party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for
10 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
11 Agreement based upon the recommendation of any other Party or any attorney or advisor to any
12 other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
13 or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
14 party; and (3) no attorney or adviser to any other Party has imposed any limitation that protects
15 the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such
16 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
17 tax structure of any transaction, including any transaction contemplated by this Agreement.

18 66. No Prior Assignments: The Parties and their Counsel represent, covenant, and
19 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
20 to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
21 action, cause of action or right herein released and discharged.

22 67. Release by Participating Class Members: Upon the complete funding of the Gross
23 Settlement Amount and all applicable employer-side payroll taxes by Defendants, Participating
24 Class Members shall fully release and discharge the Released Parties from the Released Class
25 Claims that arose during the Class Period. This release shall be binding on all Participating Class
26 Members.

27 68. Release by the State of California and LWDA: As of the date on which Defendants
28 fully funds the Settlement, Plaintiff, the LWDA, and the State of California release the Released

Parties of and from the Released PAGA Claims that could have been asserted under PAGA based on the factual allegations in the Action, for the PAGA Period. The fact that a PAGA Member has decided not to participate in the Class Settlement shall not affect the Release of PAGA claims arising under PAGA. A copy of this Agreement will be provided to the LWDA concurrently with submission of the Preliminary Approval Motion. Eligible PAGA Members will receive their share of the employee portion of the PAGA Payments and will be deemed to have released any claims arising out of PAGA, regardless of whether they opt-out from the release of their class claims.

69. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the Gross Settlement Amount, Plaintiffs Jurado and Chavez agree—on behalf of themselves only—to the additional following General Release: In consideration of Defendants’ promises and agreements as set forth herein, Plaintiffs hereby fully release the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to their employment by Defendants or termination thereof, including but not limited to claims for wages, restitution, penalties, breach of contract, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs Jurado and Chavez, waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

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

1 **DEBTOR OR RELEASED PARTY.**

2 This release specifically excludes claims for unemployment insurance, disability, social
3 security, and workers compensation (with the exception of claims arising pursuant to California
4 Labor Code Sections 132(a) and 4553).

5 70. Neutral Employment Reference: Defendants agree that they will adopt a neutral
6 reporting policy regarding any future employment references related to Plaintiffs. In the event
7 that any potential or future employers of Plaintiffs request a reference regarding Defendants'
8 employment of Plaintiffs Jurado and Chavez, Defendants shall only provide the requested
9 Plaintiffs' dates of employment and job titles during employment. Defendants shall not refer to
10 the Action or this Settlement.

11 71. Nullification of Settlement Agreement: In the event that: (a) the Court does not
12 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
13 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
14 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
15 documents generated to bring it into effect, will be null and void, all amounts deposited into the
16 QSF will be returned to Defendants, and the Parties shall be returned to their original respective
17 positions. Any order or judgment entered by the Court in furtherance of this Settlement
18 Agreement will likewise be treated as void from the beginning. Should the Court fail to approve
19 this Settlement for any reason, the Parties agree that they will return to and attend mediation with
20 a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court.

21 72. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to
22 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
23 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
24 only; (b) Preliminary Approval of the proposed Settlement Agreement; and (c) setting a date for
25 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
26 the Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
27 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the
28 Settlement, and will include the proposed Notice attached as Exhibit A. Defendants agree that

they will not oppose Plaintiffs' Motion for Preliminary Approval. Any failure by the Court to fully and completely approve the Agreement as to the Action will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement being nullified and voided.

73. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion, objections to the Settlement Agreement, or Workweek Disputes, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendants agree they shall not oppose the granting of the Motion for Final Approval, provided Defendants have not exercised their right to rescind pursuant to the terms of this Agreement.

74. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

75. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

1 76. Entire Agreement: This Settlement Agreement and any attached Exhibits
2 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
3 or oral agreements may be deemed binding on the Parties.

4 77. Amendment or Modification: Subject to the Court's approval, this Settlement
5 Agreement may be amended or modified only by a written instrument signed by all Parties or
6 their successors-in-interest.

7 78. Binding on Successors and Assigns: This Settlement Agreement will be binding
8 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
9 defined.

10 79. California Law Governs: All terms of this Settlement Agreement and Exhibits
11 hereto will be governed by and interpreted according to the laws of the State of California.

12 80. Execution and Counterparts: This Settlement Agreement is subject only to the
13 execution of all Parties. However, the Settlement Agreement may be executed in one or more
14 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
15 of the signature page, will be deemed to be one and the same instrument provided that counsel
16 for the Parties will exchange among themselves original signed counterparts.

17 81. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
18 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
19 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
20 litigation, taking into account all relevant factors, present and potential. The Parties further
21 acknowledge that they are each represented by competent counsel and that they have had an
22 opportunity to consult with their counsel regarding the fairness and reasonableness of this
23 Settlement.

24 82. Invalidity of Any Provision: Before declaring any provision of this Agreement
25 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
26 consistent with applicable precedents so as to define all provisions of this Agreement valid and
27 enforceable.

28 83. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to

class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

84. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendants are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

86. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

87. Waiver: No waiver of any condition or covenant contained in this Settlement

1 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
2 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
3 right or remedy.

4 88. Dispute About Terms: Should a dispute arise about the terms of this Agreement,
5 such disputes shall be submitted to Monique Ngo-Bonnici for consultation.

6 89. Enforcement Action: In the event that one or more of the Parties institutes any
7 legal action or other proceeding against any other Party or Parties to enforce the provisions of this
8 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
9 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
10 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

11 90. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
12 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
13 strictly against one Party than another merely by virtue of the fact that it may have been prepared
14 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
15 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

16 91. Representation By Counsel: The Parties acknowledge that they have been
17 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
18 and that this Agreement has been executed with the consent and advice of counsel and reviewed
19 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
20 Agreement.

21 92. All Terms Subject to Final Court Approval: All amounts and procedures described
22 in this Settlement Agreement herein will be subject to final Court approval.

23 93. Cooperation and Execution of Necessary Documents: The Parties agree to
24 cooperate to promote participation in the Settlement, and in seeking court approval of the
25 Settlement. The Parties and their Counsel agree not to take any action to encourage any Class
26 Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any
27 settlement agreement waivers, *Pick-Up Stix* agreements, or arbitration agreements from any Class
28 Member prior to the funding of the Gross Settlement Amount concerning claims released via this

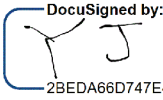
Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

94. Confidentiality: The Parties and their Counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs, Class Counsel, Defendants and their Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

95. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

Dated: 6/29/2023

PLAINTIFF

By: 
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Yoxy Jurado

Dated: _____

PLAINTIFF

By: _____
Hector Chavez

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Dated: _____

PLAINTIFF

By: _____

Yoxy Jurado

Dated: 6/29/2023

PLAINTIFF

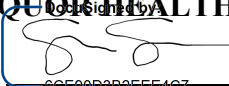
By: _____

DocuSigned by:
Hector Chavez
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HECTOR CHAVEZ

Dated: 6/29/2023

DEFENDANT

AEQUOR HEALTHCARE SERVICES, LLC

By: 
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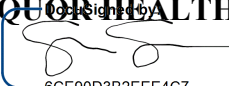
Name: Steven Saslona

Title: Chief Financial officer

Dated: 6/29/2023

DEFENDANT

AEQUOR HEALTHCARE SERVICES, INC.

By: 
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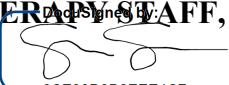
Name: Steven Saslona

Title: Chief Financial officer

Dated: 6/29/2023

DEFENDANT

THERAPY STAFF, LLC

By: 
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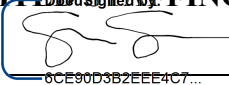
Name: Steven Saslona

Title: Chief Financial officer

Dated: 6/29/2023

DEFENDANT

UNITED STAFFING SOLUTIONS, INC.

By: 
6CE90D3B2EEE4C7...

Name: Steven Saslona

Title: Chief Financial officer