

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Verlisha Turner (“Plaintiff”) and defendant Nightingale Nurses, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Turner v. Nightingale Nurses, LLC* (Case No. CV2200782), initiated on June 6, 2022, in Superior Court of the State of California, County of Humboldt.
- 1.2 “Administrator” means Phoenix Settlement Administrators, 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 healthcare professionals employed by Defendant to work an assignment at Humboldt County Behavioral Health during the PAGA Period, other than Erin Keilty, Coty Schneider and Justin Dubin who opted out of the case following class certification. The Aggrieved Employees are identified by name in **Exhibit B**.
- 1.5 “Class” means all healthcare professionals employed by Defendant to work an assignment at Humboldt County Behavioral Health during the Class Period, other than Erin Keilty, Coty Schneider and Justin Dubin who opted out of the case following class certification. The members of the Class are identified by name in **Exhibit A**.
- 1.6 “Class Counsel” means Hayes Pawlenko LLP.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Member” or “Settlement Class Member” means a member of the Class.
- 1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10 “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 C**.
- 1.11 “Class Period” means the period from June 3, 2018, to February 16, 2024.

- 1.12 “Class Representative” means the named Plaintiff in the operative complaint in the Action.
- 1.13 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action, providing services in support of the Action, and providing a general release to Defendant.
- 1.14 “Court” means the Superior Court of California, County of Humboldt.
- 1.15 “Defendant” means named Defendant Nightingale Nurses, LLC.
- 1.16 “Defense Counsel” means Garcia Rainey Blank & Bowerbank LLP.
- 1.17 “Effective Date” means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final; and (c) all appeal periods have expired without appeal, or all appeals are resolved in favor of approval. The Judgment is final as of the latest of the following occurrences: (a) sixty (60) days after entry of the Judgment, if no objection is filed; (b) the day after the deadline for filing a notice of appeal passes, if an objection is filed but no appeal is taken; or (c) if an appeal is filed, the date on which the appellate court affirms the Judgment in full and issues a remittitur (or the appeal is otherwise dismissed). Defendant shall have no obligation to fund any amount before the Effective Date.
- 1.18 “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$300,000.00 which is the total amount Defendant agrees to pay under the Settlement, excluding employer-side taxes. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.22 “Individual Class Payment” means the Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval Order.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency.
- 1.26 “LWDA PAGA Payment” means the 75% share of the PAGA Penalties payable to the LWDA..
- 1.27 “Net Settlement Amount” 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 Class Members as Individual Class Payments.

- 1.28 “PAGA Pay Period” means any week an Aggrieved Employee worked for Defendant during the PAGA Period.
- 1.29 “PAGA Period” means the period from June 3, 2021, to February 16, 2024.
- 1.30 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.31 “PAGA Notice” means Plaintiff’s June 3, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.32 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of the PAGA claim.
- 1.33 “Plaintiff” means Verlisha Turner, the named plaintiff in the Action.
- 1.34 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.35 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.36 “Released Class Claims” means the claims being released as described in Paragraph 4.2 below.
- 1.37 “Released PAGA Claims” means the claims being released as described in Paragraph 4.3 below.
- 1.38 “Released Parties” means: Defendant and each of its past, present, and future parents, subsidiaries, divisions, predecessors, successors, and affiliated entities; and each of their respective owners, members, shareholders, partners, investors, directors, officers, managers, employees, agents, representatives, attorneys, insurers, reinsurers, benefit plans, plan administrators, payroll administrators, third-party administrators, consultants, and assigns; and any entity or individual acting by, through, under, or in concert with any of them with respect to the facts and claims alleged in the Action; including, without limitation, any joint employers, co-employers, staffing clients, hospitals, healthcare facilities, or other recipient worksites at which any Class Member or Aggrieved Employee performed services on behalf of Defendant. For avoidance of doubt, the release extends to all Released Parties regardless of whether they were named as defendants in the Action, provided that the claims arise from or relate to the facts alleged in the operative complaint regarding wage-and-hour practices from the beginning of the Class Period through the date the Court grants preliminary approval of the Settlement.
- 1.39 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may 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.

1.40 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.41 “Workweek” means any week during which a Class Member worked for Defendant during the Class Period.

2. MONETARY TERMS.

2.1 Gross Settlement Amount. Defendant promises to pay \$300,000.00, exclusive of any employer payroll taxes, and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 3.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2.2 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 Order:

2.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Class Member). As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment 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 remainder will be added to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

2.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$100,000 and a Class Counsel Litigation Expenses Payment of not more than \$20,000. 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 remainder will be added to the Net Settlement Amount. 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding these Payments.

- 2.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 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 \$10,000, the remainder will be added to the Net Settlement Amount.
- 2.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$12,000 to be paid from the Gross Settlement Amount, with 75% (\$9,000) allocated to the LWDA PAGA Payment and 25% (\$3,000) allocated to the Individual PAGA Payments.
- 2.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,000) by the total number of PAGA Workweeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Workweeks. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 2.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- 2.2.5 To Each Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
- 2.2.5.1 Tax Allocation of Individual Class Payments. 30% of each 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. 70% of each 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 Forms. Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3. SETTLEMENT FUNDING AND PAYMENTS.

- 3.1 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 20 days after the Effective Date. No interest shall accrue prior to the funding deadline.

3.2 Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount, 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.

3.2.1 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. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all 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 those for whom Class Notice was returned undelivered). The Administrator may send Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.2.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 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.

3.2.3 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).

3.2.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

4.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives,

agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred from the beginning of the Class Period through the date the Court grants preliminary approval of the Settlement, including, but not limited to: (a) all claims that were or reasonably could have been alleged based on the facts contained in the operative complaint, (b) all PAGA claims that were or reasonably could have been alleged based on facts contained in the PAGA Notice, and (c) all claims, known or unknown, arising under any federal, state, or local law arising from acts, events, or circumstances occurring on or before the effective date of this Agreement. (“Plaintiff’s Release”). Plaintiff’s 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 release period. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

- 4.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s 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.”
- 4.2 Release by Class Members: All Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties, from the beginning of the Class Period through the date the Court grants preliminary approval of the Settlement, from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaint. Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the release period. Class Members release only individual wage-and-hour claims based on the factual allegations in the operative complaint and do not release any representative or PAGA claims.
- 4.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from the beginning of the PAGA Period through the date the Court grants preliminary approval of the Settlement, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice, including any subsequent or derivative PAGA claims brought by Plaintiff or any other person acting as a proxy for the State of California regarding the same alleged violations and factual predicates.

5. SETTLEMENT ADMINISTRATION.

- 5.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 5.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 5.3 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.
- 5.4 Notice to Class Members.
 - 5.4.1 No later than 10 days after Preliminary Approval, (1) Defense Counsel shall provide the Administrator with the social security numbers and last known mailing addresses for the Class Members and Aggrieved Employees, and (2) Class Counsel shall provide the Administrator with the workweek information for the Class Members and Aggrieved employees (together, “Settlement Data”).
 - 5.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Settlement Data, the Administrator will send to all Class Members via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit C. 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 Workweeks and PAGA Workweeks (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.
 - 5.4.3 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 Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 5.5 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose

Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Workweeks (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 Workweeks contained in the Class Notice are correct so long as they are consistent with the Settlement Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and shall not resolve any challenges without providing both counsel an opportunity to respond. The Administrator's final determination shall be consistent with Defendant's records unless the Class Member produces documentary proof to the contrary.

5.6 Objections to Settlement.

5.6.1 Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

5.7 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.

5.7.1 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, the Class Notice, the Preliminary Approval, the Final Approval Order 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.

5.7.2 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, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Reports").

5.7.3 Workweeks and/or PAGA Pay Periods 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 Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

5.7.4 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is 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, and the number of written objections received with all such objections attached. 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.

5.7.5 Final Report by Settlement Administrator. At least 14 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.

6. ADDITIONAL PROVISIONS.

- 6.1 Return to Status Before Execution of Agreement. If the Court does not grant Final Approval of this Settlement, the Agreement shall be null and void and shall not be used in this Action or in any other proceeding for any purposes, and any order or judgment theretofore entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties shall be returned to their respective statuses as of the time immediately prior to the execution of this Agreement.
- 6.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to 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.
- 6.3 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.
- 6.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, 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.
- 6.5 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 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. 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.

- 6.6 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.
- 6.7 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, 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.
- 6.8 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.
- 6.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 6.10 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.
- 6.11 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.
- 6.12 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.
- 6.13 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.
- 6.14 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 Plaintiff:

Matthew B. Hayes
Hayes Pawlenko LLP
1414 Fair Oaks Avenue, Suite 2B

South Pasadena, California 91030

mhayes@helpcounsel.com

kpawlenko@helpcounsel.com

To Defendant:

Uliana Kozeychuk

Garcia Rainey Blank & Bowerbank LLP

4 Park Plaza, Suite 520

Irvine, California 92614

ukozeychuk@garciarainey.com

6.15 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.

6.16 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.

Dated: _____

Dated: 11/25/25

Verlisha Turner



Nightingale Nurses, LLC

By: MICHAEL LIST, COO

APPROVED AS TO FORM AND CONTENT:

Dated: _____

Dated: 11/25/25

Matthew B. Hayes



Uliana Kozeychuk

South Pasadena, California 91030
mhayes@helpcounsel.com
kpawlenko@helpcounsel.com

To Defendant:

Uliana Kozeychuk
Garcia Rainey Blank & Bowerbank LLP
4 Park Plaza, Suite 520
Irvine, California 92614
ukozeychuk@garciarainey.com

- 6.15 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.
- 6.16 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.

Dated: 12/01/25


Verlisha Turner (Doc 7, 2025.01.13.24.CS1)
Verlisha Turner

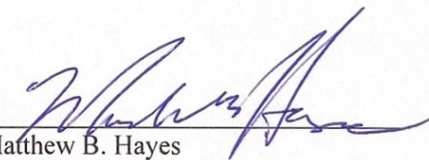
Dated: _____

Nightingale Nurses, LLC

By: _____

APPROVED AS TO FORM AND CONTENT:

Dated: 12/11/25


Matthew B. Hayes

Dated: _____

Uliana Kozeychuk

EXHIBIT A

Class Members

1. Agata Chalfin
2. Amanda Evers
3. Andrea Clarke
4. Angel Chandra
5. Anna Akoulenko
6. Arnold Baker
7. Arthur Santos
8. Bonnie Pickney
9. Brittany Greene
10. Caitlyn Toogood-Reynolds
11. Cheri Vinzant
12. Christiane Desir
13. Daniel Gongora
14. Deborah Waranowski
15. Godwin Adjekuko
16. Gregory Bonagura
17. James Anderson
18. Johna May
19. Joseph Smith
20. Juliann Stell
21. Kim Deheer
22. Lilyanne McGann
23. LJeoma Dinneya-George
24. Lorenzo Hatten
25. Pamela Sawers
26. Randall Zuniga
27. Reda Salhi
28. Stephen Fontenot
29. Tenna Christensen
30. Verlisha Turner

EXHIBIT B

Aggrieved Employees

1. Agata Chalfin
2. Amanda Evers
3. Angel Chandra
4. Anna Akoulenko
5. Arnold Baker
6. Caitlyn Toogood-Reynolds
7. Cheri Vinzant
8. Christiane Desir
9. Daniel Gongora
10. Deborah Waranowski
11. Godwin Adjekuko
12. Gregory Bonagura
13. James Anderson
14. Johna May
15. Joseph Smith
16. Juliann Stell
17. Kim Deheer
18. Lilyanne McGann
19. LJeoma Dinneya-George
20. Pamela Sawers
21. Randall Zuniga
22. Reda Salhi
23. Stephen Fontenot
24. Tenna Christensen
25. Verlisha Turner

EXHIBIT C

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Verlisha Turner v. Nightingale Nurses, LLC., Case No. 2200782

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Nightingale Nurses, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Defendant’s employee Verlisha Turner (“Plaintiff”) and seeks (1) remuneration on behalf of a class of healthcare professionals who worked for Defendant at Humboldt County Behavioral Health during the Class Period from June 3, 2018 to February 16, 2024 (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all healthcare professionals who worked for Defendant at Humboldt County Behavioral Health during the PAGA Period from June 3, 2021 to February 16, 2024 (“Aggrieved Employees”).

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

Based on records obtained by Plaintiff’s attorneys (“Class Counsel”), **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** (If no amount is stated for your Individual PAGA Payment, then according to the records obtained by Class Counsel you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on records obtained by Class Counsel showing that **you worked _____ workweeks** during the Class Period (June 3, 2018 to February 16, 2024) and **you worked _____ workweeks** during the PAGA Period (June 3, 2021 to February 16, 2024). If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Class Member eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims). You cannot exclude yourself from the Settlement.
You Can Object to the Settlement Written Objections Must be Submitted by _____	All Class Members can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. See Section 6 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 7 of this Notice.
You Can Challenge the Calculation of Your Workweeks/PAGA Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many workweeks you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Workweeks you worked according to the records obtained by Class Counsel is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former travel nurse employed by Defendant. The Action accuses Defendant of violating California labor laws by failing to pay overtime wages at the correct rate of pay and failing to provide meal breaks and rest breaks in accordance with California law. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

Plaintiff and Defendant negotiated an end to the case by agreement (settlement) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

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

1. Defendant Will Pay \$300,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 10 days after the Judgment entered by the Court becomes final. The Judgment will be final 60 days after the Court enters Judgment, or a later date if any Class Member objects to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$100,000 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to Plaintiff for filing the Action, working with Class Counsel and representing the Class, and providing a general release of claims. The Class Representative Service Payment will be the only money Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

C. Up to \$10,000 to the Administrator for services administering the Settlement.

D. Up to \$12,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (\$9,000) and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Workweeks (\$3,000).

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

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages (“Wage Portion”) and 70% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ objections. The Administrator will also decide Class Member challenges over workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 8 of this Notice.
7. Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Class Members will be

legally barred from asserting any of the claims released under the Settlement. This means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages or penalties based on the facts alleged in the Action and resolved by this Settlement.

Class Members will be bound by the following release:

All Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties, from the beginning of the Class Period through the date the Court grants preliminary approval of the Settlement, from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaint. Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the release period. Class Members release only individual wage-and-hour claims based on the factual allegations in the operative complaint and do not release any representative or PAGA claims.

8. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant. This means that all Aggrieved Employees cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Action and resolved by this Settlement.

Aggrieved Employees will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from the beginning of the PAGA Period through the date the Court grants preliminary approval of the Settlement, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice, including any subsequent or derivative PAGA claims brought by Plaintiff or any other person acting as a proxy for the State of California regarding the same alleged violations and factual predicates.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,000 by the total number of PAGA Workweeks worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Workweeks worked by

each individual Aggrieved Employee.

3. Workweeks/PAGA Pay Periods Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as obtained by Class Counsel, are stated in the first page of this Notice. You have until ___ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 8 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Workweeks and PAGA Pay Periods credited to you will be deemed as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweeks and/or PAGA Pay Periods challenges based on your submission and on input from Class Counsel and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Class Members. The Administrator will send, by U.S. mail, a single check to every Class Member including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Notice has the Administrator's contact information.

6. HOW DO I OBJECT TO THE SETTLEMENT?

A Class Member who disagrees with any aspect of the Settlement may wish to object to the Settlement. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Verlisha Turner v. Nightingale Nurses, LLC*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 8 of this Notice has the Administrator's contact information.

Alternatively, a Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 7 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Aggrieved Employees may not object to the Settlement.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 4 of the Humboldt County Superior Court, located at 825 5th Street Eureka, CA 95501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

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

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website and entering the Case Number for the Action, Case No. CV2200782.

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

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Settlement Administrator:

Phoenix Settlement Administrators

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