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and the Putative Settlement Class

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

SANDRA SUMMERS and
DARIIA FELDENHEIMER,
individually and on behalf of all other similarly situated aggrieved employees,

Plaintiffs,

v.

CROSS COUNTRY HEALTHCARE, INC., TRAVEL STAFF, LLC and DOES 1-50, inclusive

Defendants.

Case No.: CGC-23-611080

Assigned for all purposes: Judge Ethan P. Shulman, Dept. 304

SUPPLEMENTAL DECLARATION OF ALEXANDER T. RICKE IN SUPPORT OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT

Date: October 11, 2024
Time: 11:00 a.m.
Dept.: 304
Judge: Hon. Ethan P. Shulman

Complaint Filed: December 13, 2023

I, Alexander T. Ricke, declare as follows:

1. I am an attorney and partner in the law firm Stueve Siegel Hanson LLP based in Kansas City, Missouri. Since this case's inception, I have been one of the lead lawyers representing the Plaintiffs along with my co-counsel, Eve Cervantez and Robin Tholin of Altshuler Berzon LLP. I make these statements based on personal knowledge and would so testify if called to do so.

2. This Supplemental Declaration is submitted in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class and PAGA Settlement and to address issues raised in Court's Order continuing the preliminary approval hearing (filed September 5, 2024). In this Supplemental Declaration, Plaintiffs address only those issues on which the Court ordered supplemental briefing, including exposure analysis and damages calculations, and otherwise stand on their opening brief and supporting materials (all were filed on August 13, 2024).

3. I attach to this Declaration, the following documents:

   a. Exhibit 1 – The First Amended Class Action and PAGA Representative Action Settlement Agreement ("Settlement Agreement").

      i. Exhibit A to the Settlement Agreement – Notice of Settlement

      ii. Exhibit B to the Settlement Agreement – Proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement

      iii. Exhibit C to the Settlement Agreement – Proposed General Release for the Named Plaintiffs

4. The parties amended the Settlement Agreement and Notice to address the Court's concerns. The parties also attached the new Proposed General Release for the Named Plaintiffs.

I. <u>There are 209 Class Members</u>

5. The parties have amended the Settlement Agreement to reflect that there are 209 class members and not the original 212, which is due to, as Plaintiffs' counsel understands it, three class members working under multiple employee IDs. *See* Ex. 1, Settlement Agreement at II.1.oo. This, along with the reduction in Settlement Administration expenses, results in estimated *per capita* settlement payments going up to $6,947.40.

II. Reserve Fund

6. The parties revised the Settlement Agreement to increase the reserve fund from $5,000 to $50,000. Ex. 1, Settlement Agreement at ¶ II.jj.

7. Plaintiffs are confident that the $50,000 reserve fund will be more than sufficient to address class members' questions, if any, regarding their estimated settlement payments. Plaintiffs' counsel have collectively secured and overseen dozens of class and collective action wage settlements. In Plaintiffs' counsel's experience, it is uncommon to have more than a handful of class members dispute their estimated settlement payments after receiving direct notice informing them of the size of the fund, an estimated settlement payment, and an explanation of how the estimated settlement payment was calculated. This is true even when the settlement payments are in the many thousands of dollars and there are many thousands of class members. It is even more uncommon to have the settlement allocation be incorrect when, like here, the individual allocations are calculated based on individual wage records. In sum, Plaintiffs' counsel are confident that the $50,000 reserve fund will adequately address any concerns from class members regarding their estimated settlement payments here where there are only 209 class members and the individual settlement payments are based on the wage and hour records Cross Country is required to keep under federal law, 29 C.F.R. Part 516.

III. The Notice Provides Significant Information Regarding the Settlement Payments.

8. The revised Notice (Exhibit A to the Settlement Agreement) provides class members with an easy-to-understand explanation of the settlement so that they can make an informed decision about whether to request exclusion, participate, or object. The Notice provides more than what California law requires and, in Plaintiffs' counsel's view, provides what class members most want to know (e.g., estimated settlement payments and how the fund is allocated) without unduly confusing the issue with metrics that are foreign to most workers (e.g., regular rate inputs).

9. Here, the Notice gives class members their estimated settlement payments, a comprehensive breakdown for how those payments are calculated, electronic access to all settlement documents, and contact information for Plaintiffs' counsel and the administrator if class members have questions. Providing each class member with the entire underlying metrics used to calculate

their individual settlement payments is almost certain to confuse class members in this context given that the relevant inputs for, in particular, the regular rate are likely to be foreign to most class members. In Plaintiffs' counsel's opinion, the Notice far surpasses the baseline requirements under California law and is the best notice practicable under the circumstances.

IV. The Exposure Analysis Shows the Settlement is Fair, Reasonable, and Adequate.

10. The Court ordered Plaintiffs to provide a supplemental explanation of how Plaintiffs' counsel calculated exposure on both the overtime and bait-and-switch mid-contract rate reduction claims. Order at pp. 2-3. The exposure outlined in Paragraph 16 of Mr. Ricke's Declaration (dated August 13, 2024) were calculated in the following manner.

11. As to the overtime damages, Plaintiffs' counsel calculated $5,132,381.01 in actual unpaid overtime damages according to the underlying wage data produced by Cross Country during settlement negotiations. With the inclusion of stipends as wages, the correct average regular rate of the class members should have been $92.69, based on an average of 42 hours worked per week, an average base pay rate of $57.32, and an average weekly stipend of $1,485.42. With this corrected regular rate, the average hourly amount of unpaid overtime was $51.24 per hour ($139.03 average correct overtime rate minus $87.79 average overtime rate paid), and the average hourly amount of unpaid double time was $69.75 per hour ($185.37 average correct double time rate minus $115.62 average double time rate paid). According to class members' wage and hour records, the average number of overtime and double time hours worked per week was 11.747 and 1.253, respectively, and the average number of weeks worked per nurse was 35.123. Multiplying those corrected figures by the class of 212[1] yields damages of $5,132,381.01 or $689.27 per class member per week. Stated differently, approximately $8.758 million was paid in overtime, but approximately $13.89 million should have been paid in overtime.

12. As to Plaintiffs' bait-and-switch damages, Plaintiffs' counsel calculated them as totaling $1,131,521.17 according to the underlying wage data produced by Cross Country during settlement negotiations. These are the difference between the amount of compensation class

[1] As noted above, Plaintiffs' counsel now understands that there are 209 class members after accounting for class members working under multiple Employee IDs (as Cross County explained to Plaintiffs' counsel). *See supra* ¶ 5.

members would have received at their initial contract rates versus their reduced rates, by multiplying the change in their rates by the relevant hours per week (base or overtime) by the number of weeks remaining in the assignment. The average hourly base rate cut was $19.75 ($73.87 average initial hourly base rate minus $54.12 average reduced hourly base rate), and the average hourly overtime rate cut was $29.62 ($110.80 average initial hourly overtime rate minus $81.18 average reduced hourly overtime rate). The average number of base and overtime hours per week were 29.2 and 12.5, respectively, and the average number of weeks remaining after a rate cut was 5.3. Thus, in total, class members lost $1,131,521.17 or, on average, $5,029 per assignment. Stated differently, approximately $3.094 million was paid in wages under these contracts, but approximately $4.225 million should have been paid in wages had the original contracts been honored.

13. The Court also ordered Plaintiffs to provide supplemental information regarding the fairness of the PAGA Payment, including calculating exposure. Order at pp. 2-3. Cross Country's counsel has confirmed to Plaintiffs' counsel that there are 9,300 PAGA pay periods at issue. Applying a standard penalty of $100 to each pay period pursuant to Labor Code § 2699(f) yields baseline PAGA exposure of $930,000. The ratio between the PAGA payment and the total settlement is reasonable for the reasons stated in the supplemental brief. But, Plaintiffs' counsel also urge the Court to consider that the PAGA penalties at issue are being released in conjunction with a class action settlement that pays class members significant sums for the underlying Labor Code violations. In Plaintiffs' counsel's view, this serves the remedial purpose of the Labor Code and PAGA and supports a finding that the settlement in total is fair, reasonable, and adequate.

14. In all other respects, Plaintiffs stand on the arguments in their opening brief and urge the Court to approve the settlement as fair, reasonable, and adequate and direct the parties to carry out the Notice process.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed at Kansas City, Missouri on October 4, 2024.

By: *<u>/s/Alexander T. Ricke</u>*
Alexander T. Ricke

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

SANDRA SUMMERS AND DARIIA FELDENHEIMER, individually and on behalf of all other similarly situated aggrieved employees, Plaintiffs, v. CROSS COUNTRY HEALTHCARE, INC., TRAVEL STAFF LLC and DOES 1-50, inclusive, Defendant.	Case No. CGC-23-611080 **FIRST AMENDED CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT** Judge: Ethan P. Shulman Department: 304 Complaint Filed: December 13, 2023

INTRODUCTION

Subject to approval by the Superior Court of California, County of San Francisco (the "Court"), this Class Action and PAGA Representative Action Settlement Agreement ("Settlement Agreement," "Settlement" or "Agreement") sets forth the full and final terms by which Sandra Summers and Dariia Feldenheimer (the "Named Plaintiffs" or "Plaintiffs"), on behalf of themselves and members of the Settlement Class and the PAGA Group Members, both defined herein, and Defendant Cross County Health Care, Inc. and Travel Staff LLC (together, "Cross Country" or "Defendants") (collectively, the "Parties") have settled and resolved the claims in *Summers v. Cross Country Healthcare, Inc.*, Case No. CBC-23-611080 (the "Action").

I. <u>NATURE AND RESOLUTION OF THE ACTION</u>

A. <u>Relevant Procedural History</u>

1. Plaintiffs filed this Action on December 13, 2023. The original Complaint asserted a sole cause of action for alleged violations of the Private Attorneys' General Act, Cal. Lab. Code §§ 2698-2699.5 ("PAGA"). The alleged PAGA violations were predicated on alleged violations of Sections 510 and 970 of the California Labor Code and related derivative claims.

2. Prior to filing this Action, on August 15, 2022 and July 27, 2023, Plaintiffs had provided Cross Country and the California Labor and Workforce Development Agency ("LWDA") with written notice of their intent to bring this Action, identifying the specific provisions of the California Labor Code that Named Plaintiffs alleged Cross Country had violated.

3. Class Counsel diligently investigated the California Labor Code and related derivative claims against Defendants. The investigation included, *inter alia,* the exchange of information, data, and documents, as well as review of numerous company policies and practices and written discovery requests.

4. Following the filing of the Complaint, the Parties conducted two full-day mediations with Stephen P. Sonnenberg of JAMS. At the conclusion of the second session on May 9, 2024, the Parties accepted a double-blind mediator's proposal from Mr. Sonnenberg to

settle the Action as a class action and PAGA representative action. The material settlement terms were reflected in a term sheet executed on May 9, 2024.

5. In connection with the Settlement Agreement, the Parties agreed that Plaintiffs would amend their Complaint to add putative class action claims under Sections 510 and 970 of the California Labor Code (the "Amended Complaint").

B. <u>Nature Of Settlement</u>

6. This Agreement represents a compromise and settlement of highly disputed claims. Defendants deny and continue to deny the allegations in the Operative Complaint, including that they is liable to Named Plaintiffs or the Settlement Class Members (including the PAGA Group Members); deny and continue to deny that they owe damages or penalties to anyone; and deny and continue to deny that the Named Plaintiffs or Settlement Class Members are entitled to the relief requested in the Operative Complaint, including certification as a class (other than for purposes of settlement).

7. Nothing in this Agreement is intended to or should be construed as an admission by Defendants that any of the allegations in the complaints in the Action have merit; nor should it be intended or construed as an admission by Named Plaintiffs that Defendants' defenses in the Action have merit. Defendants do not admit, and specifically deny, that they have violated any state, federal, 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 its employees (current and former). Neither this Settlement 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 Settlement Agreement, this Settlement 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 state, federal, local, or other applicable law.

8. This Agreement and the Settlement are contingent upon the Court's approval of the Settlement, and Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action memorialized in this Agreement. If, for any reason, the Court does not approve this Agreement, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

II. DEFINITIONS

1. In addition to any terms identified and defined elsewhere in this Agreement, the following terms and phrases shall have the meanings set forth below:

a. "ACN" means Assignment Confirmation Notice.

b. "Attorneys' Fees" means the amount approved by the Court for payment to Class Counsel for attorneys' fees.

c. "Attorneys' Costs" means the amounts approved by the Court to reimburse Class Counsel for reasonable and documented litigation costs and expenses incurred in connection with prosecution of the Action

d. "Class Counsel" or "Plaintiffs' Counsel" means the law firms of Stueve Siegel Hanson LLP and Altshuler Berzon LLP.

e. "Class List" means a complete list of all Settlement Class Members and PAGA Group Members that Defendants will diligently and in good faith compile from its reasonably available records and provide to the Settlement Administrator pursuant to the terms of this Agreement. The Class List will be formatted in a readable electronic file and will include each person's: (i) full name; (ii) last known telephone number and/or email address, if available; (iii) last known mailing address; (iv) Social Security number; and (v) dates worked for Travel Staff during the Class Period.

f. "Class Period" means September 13, 2019 through the date of execution of this Settlement Agreement.

g. "Court" means the Superior Court of the State of California, County of

San Francisco.

h. “Defendants” or “Cross Country” means Cross County Health Care, Inc. and Travel Staff LLC.

i. “Defendants’ Counsel” means the law firm of Proskauer Rose LLP.

j. “Effective Date” means: (a) if no Settlement Class Member files and serves any timely and valid objection to the Parties’ Settlement, then the date upon which the Court grants Final Approval of the Settlement; (b) if any Settlement Class Member files and serves a timely and valid objection that is subsequently withdrawn, then the date upon which the Court grants Final Approval of the Settlement; or (c) if any Settlement Class Member files and serves a valid and timely objection, then the date which is sixty-five (65) days after (1) service of notice of entry of the Final Approval Order and Judgment on the Parties to the Action and all objectors to the Parties’ Settlement, if any, without appeals or requests for review being taken, or (ii) service of notice of entry of an order affirming the Final Approval Order and Judgment or denying review after exhaustion of all appellate remedies, if appeals or requests for review have been taken.

k. “Final Approval” means the determination by the Court that the Settlement is fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

l. “Final Approval Hearing” means the hearing at which the Court will consider and determine whether the Settlement should be granted Final Approval.

m. “Final Approval Order and Judgment” means an order granting final approval of the Parties’ Settlement of the Action and entering final judgment in the Action.

n. “Gross Settlement Amount” means the amount of Two Million Three Hundred Forty-Five Thousand Dollars and Zero Cents ($2,345,000.00) to be paid by Defendants pursuant to this Agreement in full settlement of the Action and in exchange for all Released Claims by all Participating Class Members and Released PAGA Claims by all PAGA Group Members. The Gross Settlement Amount is all-inclusive of all payments contemplated in this Settlement, other than the employer’s share of all applicable payroll taxes on amounts treated as wages.

o. “Individual PAGA Payment” means the payment each PAGA Group Member will be eligible to receive under this Agreement with respect to the portion of the Settlement Share on account of PAGA.

p. "Individual Settlement Payment" means the payment each Participating Class Member will be eligible to receive under this Agreement with respect to the portion of the Settlement Share on account of Sections 510 and 970 of the California Labor Code.

q. "LWDA Payment" means the State of California LWDA's 75% share of the PAGA Payment.

r. "Net Settlement Fund" means the amount remaining from the Gross Settlement Amount that is available for distribution to Participating Class Members, which is the Gross Settlement Amount less all amounts paid for Attorneys' Fees and Costs, Class Representative Service Award Payments, the PAGA Payment, any amounts from the $50,000.00 Reserve Fund that are not used to supplement payments to Participating Class Members, and the cost of settlement administration, as approved by the Court.

s. "Notice of Objection" means a Settlement Class Member's valid and timely written objection to the Settlement, which must be in writing and include: (a) the objector's full name, signature, address, and telephone number; (b) a written statement of all grounds for the objection accompanied by any legal support for such objection (if any); and (c) copies of any papers, briefs, or other documents upon which the objection is based (if any). To be timely, Notices of Objection must be submitted to the Settlement Administrator, postmarked on or before the Response Deadline.

t. "Notice of Settlement" or "Class Notice" means the Notice of Proposed Settlement of Class Action which is to be mailed directly to Settlement Class Members, substantially in the form attached hereto as Exhibit A.

u. "Operative Complaint" means the "Amended Class Action Complaint for Damages" that will be filed in conjunction with the Motion for Preliminary Approval no later than August 9, 2024.

v. "Opt-out Request" means a timely written and signed request (e.g., letter) submitted by a Settlement Class Member to be excluded from the Settlement. The Opt-out Request must: (a) be signed by the Settlement Class Member; (b) contain the full name, address telephone number and Class Member ID Number (as generated by the Claims Administrator); (c) clearly state that the Settlement Class Member does not wish to be included in the Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline or submitted electronically over the Website before the Response Deadline. The date of the postmark on the return mailing envelope on the submission will be the exclusive means to determine whether an Opt-out Request has been timely submitted. A Settlement Class Member who does not request to opt out from the Settlement will be deemed a Participating Settlement Class Member and will be bound by all terms of the Agreement if the Settlement is granted Final Approval by the Court

w. "PAGA Claims" means the claims of the PAGA Group Members under the California Labor Code Private Attorneys General Act as alleged in the Action and contained in the Operative Complaint.

x. "PAGA Group Member" means all Settlement Class Members who worked for Travel Staff LLC during the PAGA Period in California, regardless of whether or not they opt out of the Settlement Class.

y. "PAGA Notice" means the letters sent from Named Plaintiffs to the LWDA on August 15, 2022 and July 27, 2023.

z. "PAGA Payment" means the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) to resolve the PAGA Claims, which will be deducted from the Gross Settlement Amount and be subject to the LWDA Payment.

aa. "PAGA Period" means the time period from August 16, 2022 through the date of execution of this Settlement Agreement.

bb. "Participating Class Members" means all Settlement Class Members who do not submit a valid and timely Opt-out Request.

cc. "Plaintiffs" or "Named Plaintiffs" or "Settlement Class Representatives" means

Sandra Summers and Dariia Feldenheimer.

dd. "Pay Period" means one (1) Workweek, given that travel nurses were paid on a weekly basis according to the work schedules established by their assigned hospitals.

ee. "Plan of Allocation" means the allocation of the Net Settlement Fund among Participating Settlement Class Members and, as applicable, PAGA Group Members.

ff. "Preliminary Approval" means the Order of the Court preliminarily approving this Settlement Agreement and the form of Notice to be sent to Settlement Class Members.

gg. "Preliminary Approval Date" means the date the court enters Preliminary Approval.

hh. "Released Claims" means the claims released in the Settlement Class Members' Released Claims and Released PAGA Claims.

ii. "Released Parties" means Cross County Health Care, Inc. and Travel Staff LLC and any and all of its current and former parents, divisions, subsidiaries and affiliated companies or entities, and any and all of their respective current and former officers, directors, employees, investors, insurers, administrators, representatives, partners, shareholders and agents, and any other predecessors and successors, assigns and legal representatives and their related persons and entities.

jj. "Reserve Fund" means a $50,000.00 portion of the Gross Settlement Amount that is held in reserve to correct any errors or omissions with respect to estimated payments to Settlement Class Members and PAGA Group Members. Any portion of the Reserve Fund that is not used to supplement Participating Class Members' Individual Settlement Payments will return to the Net Settlement Fund for distribution consistent with the Plan of Allocation.

kk. "Response Deadline" means the deadline by which Settlement Class Members and PAGA Group Members must submit An Opt-out Request or Notice of Objection, which shall be the date that is forty-five (45) calendar days from the initial mailing of the Notice of Settlement by the Settlement Administrator, unless the 45th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal

Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants' Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline unilaterally. In the event that a Notice of Settlement is re-mailed to a Settlement Class Member, the Response Deadline for that Settlement Class Member shall be extended by fifteen (15) calendar days.

ll. "Settlement Administrator" means Analytics Consulting LLC, which has been jointly designated by counsel for the Parties to administer the Gross Settlement Fund as set forth in this Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

mm. "Service Payment" means the payment provided to Named Plaintiffs in recognition of their efforts and work in prosecuting the Action and in consideration of their general release of all claims, subject to Court approval. Upon Final Approval of the Settlement Agreement, Plaintiff Summers and Plaintiff Feldenheimer will execute a general release of claims in exchange for the Service Payment. The general release of claims is attached as Exhibit C.

nn. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in this Agreement.

oo. "Settlement Class" or "Settlement Class Member" means the 209 travel nurses identified by the Parties who worked for Travel Staff LLC (an affiliate of Cross County Healthcare, Inc.) in California and who experienced a rate reduction during the term of their temporary working assignment in California between September 13, 2019 and the date the this Settlement Agreement is executed.

pp. "Settlement Fund" means the Qualified Settlement Fund set up by the Settlement Administrator, pursuant to this Settlement Agreement, including all interest earned thereon, to be held, invested, administered, and disbursed pursuant to this Settlement Agreement.

qq. "Settlement Share" means the *pro rata* share of the Net Settlement Fund that each

Settlement Class Member may be eligible to receive under the terms of this Agreement.

rr. "Wage Data" means the data previously provided to Class Counsel that set forth figures from which to calculate individual overtime exposure for each Settlement Class Member during the Class Period, mid-ACN rate reduction exposure during the Class Period, and the number of Pay Periods each PAGA Group Member worked in California during the PAGA Period.

ss. "Website" means the webpage that the Settlement Administrator will set up containing electronic copies of the Operative Complaint, Settlement Agreement and the Notice of Settlement. It shall be accessible by password or code provided to Settlement Class Members, and will also provide an electronic means by which the Settlement Class Members can submit Opt-out Requests.

tt. "Workweek" means the number of calendar days that each Settlement Class Member worked for Travel Staff in a non-exempt/hourly-paid position during the Class Period. Each Settlement Class Member will be credited with at least one (1) Workweek.

III. CLASS CERTIFICATION

For the purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, as defined above. The Parties agree that certification for the purpose of settlement is not an admission that certification is proper under section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval of the Settlement, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

IV. COURT APPROVAL, NOTICE, OBJECTION AND FINAL APPROVAL HEARING

A. Jurisdiction and Venue

The Parties agree that the Court has jurisdiction over the Parties and the subject matter of this Action and that venue is proper. The Court shall retain jurisdiction of this Action, including after entry of judgment pursuant to the Settlement, pursuant to Rule 3.769 of the California Rules of Court and section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

B. Amended Complaint and Preliminary Approval

1. No later than August 9, 2024, Plaintiffs will file an "Amended Class Action Complaint for Damages." No later than August 13, 2024, Plaintiffs will file a "Motion to Preliminarily Approve the Settlement Agreement and to send Notice of Settlement to all Settlement Class Members."

2. Class Counsel will be responsible for drafting and submitting this Settlement Agreement to the Court in support of its Motion to Preliminarily Approve the Settlement Agreement.

3. Cross Country agrees not to oppose the Motion for Preliminary Approval of the Settlement, consistent with this Settlement Agreement.

4. The Motion for Preliminary Approval of the Settlement shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the following:

a. Conditionally certifying the Class for settlement purposes only;

b. Granting Preliminary Approval of the Settlement;

c. Preliminarily appointing Named Plaintiffs as representative of the Class;

d. Preliminarily appointing Named Plaintiffs' Counsel as counsel for the Class;

e. Approving, as to form and content, the mutually agreed-upon and proposed Notice of Settlement and directing its mailing to the Class by First Class Mail;

f. Approving the manner and method for Class Members to request exclusion from the Settlement as contained herein and within the Notice of Settlement; and

g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate as to the Participating Class Members.

C. Notice

1. Within fourteen (14) days after the Preliminary Approval Date, Cross Country will provide to the Settlement Administrator the Class List.

2. Within twenty-one (21) days after receiving the Class List from Cross Country, the Settlement Administrator will send to each Settlement Class Member the Notice of Settlement, which will include the estimated Settlement Share that the Settlement Class Member is calculated to receive by first class U.S. mail and email. Defendants will reasonably endeavor to provide to the extent possible complete and accurate mailing and e-mail addresses based upon records in its possession.

3. Prior to sending the Notice of Settlement, the Settlement Administrator will update Settlement Class Member addresses through the United States Postal Service National Change of Address (NCOA) service. In the event of returned or non-deliverable notices, the Settlement Administrator will attempt to locate Settlement Class Members by way of skip-trace or other reasonable means and will re-send the notices upon receipt of updated addresses. If an updated address is retrieved, the Settlement Administrator will re-mail the Notice of Settlement within five (5) days thereof. There shall be no obligation to re-mail a Notice of Settlement more than one (1) time.

4. Within twenty-five (25) days after Notice of Settlement is mailed, the Settlement Administrator shall inform the Parties the number of mail notices that were returned as undeliverable and for whom the Settlement Administrator has not been able to determine a better address. The expenses of the Settlement Administrator shall be paid out of the Settlement Fund.

D. Objections and Opt-outs

1. Settlement Class Members who object to the Settlement Agreement, if any, must

submit a timely and valid Notice of Objection. Settlement Class Members who do not timely and validly submit a Notice of Objection will waive any and all rights to appeal from the Judgment, and the Judgment therefore shall become final and non-appealable as to such Settlement Class Members at the time Judgment is entered. No one may appear at the Final Approval Hearing for the purpose of objecting to the Settlement Agreement without first having submitted a timely and valid Notice of Objection. The Notice of Objection must be signed by the Settlement Class Member or be submitted through the Website and contain all information required by this Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the Settlement Agreement or appeal from the Final Approval Order and Judgment. Any objecting Settlement Class Member may withdraw their Notice of Objection prior to and at, but not after, the Final Approval Hearing. Class Counsel shall file with the Court all Settlement Class Member Notices of Objection within five (5) days of the deadline for submitting such objections to the Settlement Administrator. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely.

2. Any Settlement Class Member who wishes to opt out of the Settlement must submit to the Settlement Administrator an Opt-out Request, postmarked or submitted electronically to the Settlement Administrator on or before the Response Deadline. To be effective, the Opt-Out Statement must contain the full name, address and telephone number of the Settlement Class Member, and must include a written statement confirming that the individual is aware that by opting out they will forego the opportunity to receive their Settlement Share. If a Settlement Class Member submits both an Opt-Out Statement and a Notice of Objection, the Opt-Out Statement will control and will invalidate the Notice of Objection. Notwithstanding the foregoing, PAGA Group Members may not opt out from the PAGA Group. Any Settlement Class Member who is also a PAGA Group Member and who timely submits an Opt-out Request shall not receive any portion of the Net Settlement Fund but shall nonetheless be issued a check for their Individual PAGA Payment. Whether they deposit their Individual PAGA Payment

checks or not, all PAGA Group Members shall be deemed to have released the Released PAGA Claims as to the Released Parties.

3. The Settlement Administrator shall also set up a password-accessible Website containing the Operative Complaint, Settlement Agreement, and the Notice of Settlement. The Settlement Administrator will set up a process on the Settlement Website by which Class Members can electronically submit a Notice of Objection or Opt-Out Request.

4. The Settlement Administrator shall provide to all counsel a weekly report that certifies: (a) the number of Class Members who have submitted timely and valid Notices of Objection or Opt-Out Requests; and (b) the number of undeliverable and re-mailed Notices. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement as needed or requested, and immediately notify the Parties when it receives a request from an individual or any other entity regarding inclusion in the Settlement Class and/or Settlement.

5. Class Counsel shall file with the Court all timely received and valid Settlement Class Member Opt-out Requests within five (5) days following the Response Deadline. The Participating Settlement Class will not include those individuals who submit a timely Opt-out Request. Individuals who timely opt out are not entitled to a Settlement Share awarded to Participating Settlement Class Members under this Settlement Agreement. PAGA Group Members will not be permitted to opt out from the PAGA Group. With respect to individuals who timely opt-out of the Settlement Class, the statute of limitations for the individual to assert any claim for individual relief will resume running on the postmark date of their signed, written statement that they are opting out of the Settlement.

E. <u>Final Approval</u>

1. Class Counsel will move for Final Approval of the Settlement Agreement at the time established by the Court. Class Counsel will move for an award of the Class Representative Service Award Payments and Attorneys' Fees and Costs pursuant to this Settlement Agreement prior to the expiration of the period to object and request exclusion, at the time established by the

Court. The Parties will suggest such dates for the Court's consideration in connection with moving for Preliminary Approval as outlined in the Proposed Order Granting Preliminary Approval (attached hereto as Exhibit B).

2. The Parties shall provide the Settlement Administrator with a copy of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Judgment on its Website within five (5) days of receipt. No individualized notice to the Class will be required.

3. In the event that this Settlement Agreement does not become Final and binding, this Settlement Agreement will become null and void. No party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions. Neither this Settlement Agreement nor the Court's Preliminary or Final Approval thereof, and all negotiations, statements, and proceedings relating thereto, as well as any ancillary documents, actions, statements, or filings in furtherance of the Settlement, shall be admissible in any court regarding any issue or subject (except for the purpose of enforcing this Settlement Agreement). Each party reserves the right to prosecute or defend this Action to the fullest extent available to it in the event that the Settlement Agreement does not become final and binding. Defendants shall have no obligation to make any payments to any party, Settlement Class Member, or attorney. The Preliminary Approval Order, including any other order certifying the Class, shall be vacated.

4. Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the Final Approval Motion before the filing deadline. By way of said Motion, Named Plaintiffs will apply for the entry of the Final Approval Order and Judgment, which will provide for, in substantial part, the following:

a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Certification of the Settlement Class;

c. Approval of the application for Attorneys' Fees and Attorneys' Costs to

Class Counsel;

d. Approval of the application for Service Payments to Named Plaintiffs;

e. Approving the Parties' Settlement of the Action in the Operative Complaint and the PAGA Payment;

f. Directing Cross Country to fund all amounts due under the Settlement Agreement; and

g. Entering judgment in the Action barring and enjoining all Participating Class Members from prosecuting the Released Claims against any of the Released Parties, while maintaining continuing jurisdiction, in conformity with Rule 3.769 of the California Rules of Court and the Settlement Agreement.

V. <u>CONSIDERATION & RELEASE</u>

A. <u>Release of Claims</u>

1. Upon the Effective Date of the Settlement Agreement, Settlement Class Members shall release, through the date of the written Settlement Agreement, Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action, contingent or accrued, which relate to the wage and hour and California Labor Code claims alleged in the operative complaint or relate to other claims that could have been alleged based on the facts asserted in the Operative Complaint, including but not limited to regular and overtime rate calculations, waiting time penalties, minimum wages, timely payment of wages, wage statements, reimbursements, unlawful deductions from wages, and derivative or related claims, including but not limited to claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties of any nature whatsoever (the "Settlement Class Members' Released Claims").

2. Upon the Effective Date of the Settlement Agreement, Class Members who are also PAGA Group Members shall additionally release, through the date of the written Settlement Agreement, Released Parties for all claims for civil penalties under the California Private Attorney General Act (Cal. Labor Code § 2698 et seq.) which relate to the wage and hour and

California Labor Code claims alleged in the operative complaint and Plaintiffs' PAGA Notice or relate to other claims that could have been alleged based on the facts asserted in the operative complaint and Plaintiffs' PAGA Notice ("Released PAGA Claims").

3. Nothing in the Settlement Agreement shall be construed to bar any claims of Settlement Class Members that arise from conduct occurring after the execution of the Settlement Agreement.

B. Settlement Administration

1. The Settlement Administrator will have the following responsibilities: (i) to send Notice of Settlement to Settlement Class Members; (ii) resolve disputes in connection with the calculation of Settlement Shares in accordance with the Settlement and/or PAGA Payment, and in consultation with the counsel from both Parties as warranted; (iii) distribute payment on account of Settlement Shares; and (iv) otherwise reasonably administer the Settlement.

2. The Settlement Administrator will provide Cross Country with wire transfer information within seven (7) days after the Final Approval of the Settlement.

3. Upon completion of administration of the settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

C. Monetary Relief

1. On behalf of the Named Plaintiffs, Class Counsel will seek from the Gross Settlement Fund Service Payments of up to Ten Thousand Dollars ($10,000) to each of the Named Plaintiffs (separate from and in addition to any Settlement Share that the Named Plaintiffs may be entitled to as Settlement Class Members under the Settlement Agreement), subject to Court approval. Cross Country agrees not to oppose this request. The Settlement Administrator will issue an IRS Form 1099 to Named Plaintiffs for the Service Payments. Should the Court approve the Service Payments in an amount that is less than requested by Class Counsel, the difference between the lesser amount approved by the Court and the amount allocated toward the Service Payments will be part of the Net Settlement Fund for the benefit of Participating Class

Members.

2. Within thirty (30) days of the Effective Date, Cross Country will pay by wire transfer the Gross Settlement Amount of Two Million Three Hundred Forty Five Thousand Dollars and Zero Cents ($2,345,000.00) to the interest-bearing Qualified Settlement Fund (as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq.) set up by the Settlement Administrator. The Gross Settlement Amount will be placed in an interest-bearing account in the name of "*Summers v. Cross Country* Settlement Fund." This payment is made in order to satisfy all of Cross Country's monetary obligations under this Settlement Agreement with the sole exception being the employer's share of payroll taxes on Settlement Shares attributable to wages. The Gross Settlement Amount, together with Cross Country's payment of the employer's portion of payroll taxes applicable to the settlement payments designated as wages, shall constitute the total settlement cash outlay by Cross Country in connection with the resolution of the Settlement Class and PAGA Claims in this Action. This sum is inclusive of payment for: (a) all settlement payments to Settlement Class Members eligible for settlement payments; (b) the PAGA Payment, including payment to both the LWDA and PAGA Group Members; (d) the Class Representative Service Award Payments (if any are awarded by the Court, in the amounts awarded by the Court); (e) Class Counsel's Attorneys' Fees and Costs in connection with prosecution of the Action, in the amounts awarded by the Court; and (f) the Settlement Administrator's fees and expenses. The Settlement is non-reversionary. Under no circumstances will any portion of the Gross Settlement Fund revert to Cross Country following the Effective Date.

3. The Settlement Administrator will issue payments on account of Settlement Shares, the Service Award Payments, Class Counsel's Attorneys' Fees and Costs, and the LWDA Payment within forty-five (45) days after the Effective Date.

4. Individual Settlement Payment checks and any Individual PAGA Payment checks will be valid and negotiable for one hundred eighty (180) calendar days from the date each check is issued and thereafter shall be void/cancelled. The Settlement Administrator shall undertake

amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks. The Settlement Administrator may, at its discretion, also issue payment for any Participating Class Member's Individual PAGA Payment together with the non-wage portion of such Participating Class Member's Individual Settlement Payment.

5. Subject to approval by the Court, the Parties have allocated Ten Thousand Dollars and Zero Cents ($10,000.00) from the Gross Settlement Amount to the PAGA Payment, of which seventy-five percent (75%), or $7,500.00, will be paid to the LWDA, and twenty-five percent (25%), or $2,500.00, will be distributed to Participating Class Members who are PAGA Group Members as part of the Net Settlement Fund.

D. Plan of Allocation to Settlement Class Members

1. All Participating Settlement Class Members will be bound by the Settlement's release of the Class Claims. Settlement Shares will be paid to each Participating Class Member, meaning that settlement checks will be sent to all Participating Class Members, and no claim forms will be required. All PAGA Group Members will receive a portion of the PAGA Payment regardless of whether they timely opt out of the Settlement Class and all PAGA Group Members will be bound by the Settlement's release of the PAGA Claims.

2. The goal of the Plan of Allocation is to allocate Settlement Shares to Participating Settlement Class Members proportionally according to each individual's (i) potential damages under Sections 510 and 970 of the Labor Code, and, if applicable, (ii) PAGA penalties.

3. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund as follows:

a. First, each Participating Settlement Class Member will be allocated a one hundred dollar ($100) minimum payment from the Net Settlement Fund.

b. Second, after accounting for the minimum payment, the remaining Net Settlement Fund will be allocated 70% to Participating Settlement Class Members' claims pursuant to Section 510 of the Labor Code and 30% to claims pursuant to Section 970 of the

Labor Code. Overtime damages are measured for purposes of this agreement by comparing the overtime wages paid to the individual versus the overtime wages that would have been paid to the individual if the value of stipends or per diems on account of meals, incidentals and living expenses had been included in the regular rate of pay.

c. With respect to allocating Individual Settlement Payments for claims based on Section 510 of the Labor Code, those funds will be allocated *pro rata* among Participating Settlement Class Members based on each individual's potential overtime damages during the Class Period.

d. With respect to allocating Individual Settlement Payments for claims based on Section 970 of the Labor Code, those funds will be allocated *pro rata* among Participating Settlement Class Members based on each individual's mid-ACN rate reduction damages during the Class Period. Mid-ACN rate reduction damages are measured for purposes of this agreement by comparing the rate set forth in the applicable ACN versus the reduced ACN rate(s) worked by the individual during the applicable assignment.

4. Individual PAGA Payments will be calculated and apportioned from the Net Settlement Fund as follows: The Settlement Administrator will divide the PAGA Group Payment by the total Workweeks within the PAGA Period of all PAGA Group Members to yield the "PAGA Workweeks Value," and multiply each PAGA Group Member's Workweeks within the PAGA Period by the PAGA Workweeks Value to yield such individual's Individual PAGA Payment. Workweeks shall be determined based on Class Members' dates of employment in California in a non-exempt position during the Class or PAGA Period, divided by seven. Defendant represents there are approximately 2,000 Workweeks during the Class Period.

5. In addition to each Named Plaintiff's Individual Settlement Share and, if applicable, Individual PAGA Payment, Named Plaintiffs will seek a total payment of Twenty Thousand Dollars and Zero Cents ($20,000.00) from the Settlement Fund for Class Representative Service Award Payments of Ten Thousand Dollars ($10,000) each for the two Named Plaintiffs ("Service Award Payments"). The Service Award Payments are intended to

compensate the Named Plaintiffs for the risks they took bringing this case and their active and time-intensive participation in the prosecution and settlement of this case. Cross Country and its attorneys will not oppose Court approval for these Service Award Payments.

E. <u>Tax Treatment of Individual Settlement & PAGA Payments</u>

The Participating Class Member Settlement Shares shall be reported to taxing authorities as follows:

1. Fifty percent (50%) of each Individual Settlement Payment (the "Wage Portion") is intended to settle each Participating Class Member's claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to each Participating Class Member a Form W-2 with respect to the Wage Portion.

2. Fifty percent (50%) of each Individual Settlement Payment (the "Non-Wage Portion") is intended to settle each Participating Class Member's claims for interest and penalties. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions, and the Settlement Administrator will issue to each Participating Class Member a Form 1099 with respect to the Non-Wage Portion, to the extent required.

3. The portion of the Individual PAGA Payment will not be reduced by payroll tax withholding and deductions, and the Settlement Administrator will issue to each PAGA Group Member a Form 1099 with respect to their portion of the PAGA Payment, to the extent required.

4. The Settlement Administrator will issue to each Named Plaintiff a Form 1099 with respect to their awarded Class Representative Service Award Payment.

5. The Settlement Administrator shall serve as Trustee of the Settlement Fund and shall act as a fiduciary with respect to the handling, management and distribution of the Settlement Fund. The Settlement Administrator shall act in a manner necessary to qualify the Settlement Fund as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., and to maintain that qualification. The Settlement Administrator shall act as a fiduciary with respect to the handling,

management, and distribution of the Settlement, including the handling of tax-related issues and payments. Specifically, the Settlement Administrator shall be responsible for withholding, remitting and reporting both the employer and the employees' share of the payroll taxes from the Settlement Fund.

6. The Settlement Administrator shall be responsible to satisfy from the Settlement Fund any and all federal, state and local employment and withholding taxes, including, without limitation, federal and state income tax withholding, FICA, FUTA, SUTA, Medicare and any state employment taxes. The Settlement Administrator shall satisfy all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys' fees and other costs subject to reporting), and any and all taxes, penalties and other obligations with respect to the payments or distributions from the Settlement Fund not otherwise addressed herein. Cross Country will pay the employer's share of applicable payroll tax payments separate and apart from the Settlement Fund. The Settlement Administrator will calculate the employer's share of payroll taxes due on the Settlement Shares attributed to wages and will request the amount from Cross Country at the same time it requests the Gross Settlement Fund from Cross Country.

7. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed on Cross Country with respect to income earned for any period during which the Settlement Fund does not qualify as a "Qualified Settlement Fund" for federal and state income tax purposes (hereinafter "Settlement Fund Taxes"), and (ii) expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter "Settlement Fund Tax Expenses"), shall be paid out of the Settlement Fund. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Settlement Fund. The Parties

hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this paragraph.

8. In the event that it is subsequently determined by a tax authority that any Named Plaintiff, Participating Class Member, PAGA Group Member, or Class Counsel owes any additional taxes with respect to any money distributed under this Settlement Agreement, it is expressly agreed that the determination of any tax liability is between the payment recipient and the tax authorities, and that Cross Country shall not be responsible for the payment of such taxes, including any interest and/or penalties. Cross Country makes no representations as to the tax treatment or legal effect of any payments pursuant to this Agreement, and Named Plaintiffs and Participating Class Members are not relying on any statement or representation by Cross Country or Cross Country's counsel in this regard. Participating Class Members shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Participating Class Members agree to indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of receiving any payment under this Agreement.

9. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this Settlement shall not in any way entitle Plaintiff or any Class Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Class Period).

10. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS

SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

F. Disposition of Uncashed Settlement Checks

1. The Parties will instruct the Settlement Administrator to make reasonable efforts (i.e., telephone, email, or U.S. mail) to remind any Class Members who has not cashed their checks after forty-five (45) days that the check remains outstanding (the "Reminder"). The Settlement Administrator may not issue more than one (1) Reminder by any given means

(telephone, email, and U.S. mail).

2. After one hundred eighty (180) days after checks are mailed, if the amount of uncashed checks is equal to or more than eight and one-half percent (8.5%) of the Total Settlement Amount (i.e. $200,000), the Settlement Administrator will send out a second round of distributions to Participating Class Members in proportion to their first Settlement Shares. If the amount of uncashed checks is less than eight and one-half percent (8.5%) of the Total Settlement Amount, then the amount of the uncashed checks will be sent to *cy pres* recipients Legal Aid at Work, as will the amount of any uncashed checks from a second distribution.

VI. <u>CLASS COUNSELS' FEES AND COSTS AND CLAIMS ADMINISTRATOR FEES</u>

1. Class Counsel will apply to the Court for an award of attorneys' fees in a total amount not to exceed one third (33.33%) of the Gross Settlement Payment, i.e., $781,588.50 and reimbursement of litigation Costs not to exceed $75,000. Cross Country agrees not to oppose Class Counsel's request for Attorneys' Fees and Costs. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the awarded attorneys' fees and costs. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including, without limitation, all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. To the extent the Court does not approve the entire amount(s) requested by Class Counsel as Attorneys' Fees and/or Attorneys' Costs, it shall not affect the terms of the Parties' Settlement and any portion of the Attorneys' Fees and Attorneys' Costs not awarded to Class Counsel shall remain part of the Gross Settlement Amount and shall be distributed to Participating Class Members as part of the Net Settlement Fund.

2. Subject to Court approval, the Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the

settlement, which is currently estimated not to exceed $15,000. These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include, inter alia, printing, distributing, and tracking Notices of Settlement and other documents for this Settlement, calculating and distributing payments due under the settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the requirement settlement administration duties will become part of the Net Settlement Fund.

VII. MUTUAL NON-DISPARAGEMENT

The Parties agree that they will not make statements about the Parties that are maliciously false or defamatory, such that the statements are made with knowledge of their falsity or with reckless disregard for their truth or falsity or encourage or induce others to make such statements about any of the Parties or any Party’s services, customers or clients. These prohibitions include, without limitation, comments or statements on the internet or to the press and/or media.

VIII. WAIVER OF APPEALS

The Parties waive all appeals from the Final Approval of the Settlement unless the Court materially modifies the Settlement, except that Plaintiffs and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Service Award Payments or Class Counsel’s Attorneys’ Fees and Expenses. Such an order or affirmance of such an order will not entitle Plaintiffs or the Class to void the Settlement. Cross Country’s payment obligations under the Settlement will be suspended pending the final completion of any appeals process.

IX. GOVERNING LAW

The validity, construction, terms and enforcement of this Settlement Agreement and attached exhibits will be governed by and interpreted according to the laws of the State of California, without regard to choice-of-law principles

X. OTHER CONDITIONS OF SETTLEMENT

A. No Prior Assignments

The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

B. Exhibits

The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are material and integral parts hereof and are fully incorporated herein by this reference.

C. Labor & Workforce Development Agency

Plaintiffs shall timely submit to the LWDA a copy of the motions for preliminary and final approval and proposed Judgment in this Action, and a copy of any other order providing for or denying an award of civil penalties, in compliance with sections 2699(l)(2)-(3) of the California Labor Code.

D. Notices to Counsel

All notices to counsel required or desired to be given under this Settlement Agreement shall be in writing and by e-mail to lead counsel for the respective Parties. Specifically, such notices shall be both e-mailed to Steven J. Pearlman (spearlman@proskauer.com) and P. Kramer Rice (krice@proskauer.com) for Cross Country and to Alexander T. Ricke (ricke@stuevesiegel.com) and Eve H. Cervantez (ecervantez@altber.com) for Plaintiffs, and mailed by U.S. mail to their respective offices.

E. Failure to Insist on Strict Compliance

The failure of any Party to insist in any one or more instances on strict compliance with the terms and conditions hereof shall not be construed to be a waiver of remedies available with respect to any prior or subsequent breach.

F. Interpretation and Application

1. All Parties hereto have participated, through their respective counsel, in the drafting of this Settlement Agreement and, therefore, this Settlement Agreement shall not be construed more strictly against one party than another.

2. Whenever possible, each provision and term of this Settlement Agreement shall be interpreted in such a manner as to be valid and enforceable.

3. In the event of any dispute or disagreement with respect to the meaning, effect or interpretation of this Settlement Agreement or any Exhibit hereto, or in the event of a claimed breach of the Settlement Agreement, the Parties agree that such dispute will be resolved and adjudicated only in accordance with the dispute resolution provisions of this Settlement Agreement.

4. No material modifications to this Agreement may be made without written agreement of all Parties and counsel and, if necessary, Court approval.

5. If any portion of this Settlement Agreement is judged to be unenforceable, the remainder of the Agreement shall continue to be valid and enforceable.

6. Paragraph and section headings are for convenience of reference only and are not intended to create substantive rights or obligations.

7. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and

the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

G. Enforcement

1. This Settlement Agreement may be executed in counterparts via DocuSign. Each signed counterpart together with the others shall constitute the full Settlement Agreement.

2. As of the date on which all Parties have executed this Settlement Agreement, this Settlement Agreement will be binding in all respects, or unless the Court fails to approve this Settlement Agreement and the Settlement Agreement is thus vacated. This Settlement Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, dependents, executors, administrators, trustees, legal representatives, personal representatives, agents, successors and assigns; provided, however, that this Settlement Agreement shall not inure to the benefit of any third party.

3. Enforcement of this Settlement Agreement shall be prosecuted by Class Counsel or counsel for Cross Country only, not third Parties. Class Counsel shall meet and confer with counsel for Cross Country prior to commencement of any enforcement proceedings.

4. The Parties agree that they will cooperate to effectuate and implement all terms and conditions of this Settlement Agreement, and exercise good faith efforts to accomplish the terms and conditions of this Settlement Agreement. The Parties agree to accept non-material, procedural changes to this Settlement Agreement if required by the Court in connection with Final Approval of the Settlement, but are not obligated to accept material changes, including any changes in the monetary amount of relief, or any other substantive change. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to

effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of Mediator Sonnenberg and, thereafter, the Court, to resolve such disagreement.

5. Any enforcement proceedings related to or arising out of this Settlement Agreement will be resolved and adjudicated only by the Superior Court of California, County of San Francisco, unless otherwise provided in this Settlement Agreement

6. Counsel for the Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, 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 mediation confidentiality provisions that otherwise might apply under state or federal law.

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

8. Named Plaintiffs agree to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein and cannot submit a Request for Exclusion therefrom.

End of Settlement Agreement. Signature Page To Follow.

Dated: 10/02/2024

SANDRA SUMMERS

Sandra Summers (Oct 2, 2024 16:02 EDT)

Dated: ____________

DARIIA FELDENHEIMER

____

Dated: 10/1/2024

CROSS COUNTRY HEALTHCARE, INC.

Susan E Bree

Dated: 10/1/2024

TRAVEL STAFF LLC

Susan E Bree

Dated: ____________ SANDRA SUMMERS

____

Dated: 10/02/2024 DARIIA FELDENHEIMER

Dariia Feldenheimer (Oct 2, 2024 13:02 PDT)

Dated: 10/1/2024 CROSS COUNTRY HEALTHCARE, INC.

____

Dated: 10/1/2024 TRAVEL STAFF LLC

____

EXHIBIT A

Notice of Settlement

Superior Court of California, County of San Francisco
Summers v. Cross Country Healthcare, Inc. and Travel Staff LLC
Case No. CGC-23-611080

Notice of Proposed Class Action Settlement

A Court authorized this Notice. This is not a solicitation from a lawyer.

[Unique Class Member ID]
[Unique Class Member Pin]
[Name]
[Address]
[City, State Zip]

Cross Country Healthcare, Inc.'s records indicate that you worked as a travel nurse for Travel Staff LLC (an affiliate of Cross Country) in California and you experienced a pay rate reduction during the term of your temporary working assignment in California between September 13, 2019 and [the date the Settlement Agreement is executed].

You are entitled to a Settlement Payment of $X. You are also entitled to an Individual PAGA Payment of $X. You do not have to do anything to receive these payments. This Notice explains your rights.

YOUR LEGAL RIGHTS AND OPTIONS IN RESPONSE TO THIS NOTICE:	
IF YOU DO NOTHING	You will remain in the Settlement Class. You will release the Released Claims. Following final approval of the Settlement, you will receive payment for the Released Claims automatically by check to the address on this Notice.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you submit a valid Opt-out Request to exclude yourself as a Settlement Class Member, you will not release the Settlement Class Members' Released Claims (which you may then pursue at your own expense) and you will not receive a payment for the Settlement Class Members' Released Claims. But, you cannot exclude yourself as a PAGA Group Member from the PAGA Claims in the Settlement and will automatically receive an Individual PAGA Payment.
OBJECT TO THE SETTLEMENT.	You can object to the Settlement and tell the Court and the parties any issues you have with the Settlement. By objecting, you stay in the Settlement Class.

BASIC INFORMATION

1. Why did I receive this Notice?

Cross Country's records indicate that you worked as a travel nurse for Travel Staff LLC (an affiliate of Cross County) in California and that you experienced a pay rate reduction during the term of your temporary working assignment in California between September 13, 2019 and [the date the Settlement Agreement is executed]. You are receiving this Notice because, as a Settlement Class Member, you are entitled to both an Individual Settlement Payment and an Individual PAGA Payment. This Notice explains the lawsuit, the Settlement, and your rights and options.

The Court supervising this case is the Superior Court of California, San Francisco County. The lawsuit is styled as *Summers, et al. v. Cross Country Healthcare, Inc., et al*, Case No. CGC-23-611080.

2. What is this lawsuit about?

Plaintiffs' Complaint centers on two theories that Plaintiffs assert violate the California Labor Code, which Plaintiffs allege also give rise to Private Attorneys General Act ("PAGA") penalties.

First, Plaintiffs allege that Cross Country has underpaid overtime wages by failing to include certain "stipend" or "per diem" payments in the regular rate of pay when paying overtime. Plaintiffs contend that because the stipend or per diem payments were tied to the quantity of work (among other reasons), these payments functioned as wages that must be included in the regular rate when calculating the overtime rate under Section 510 of the Labor Code. Plaintiffs refer to these claims as the overtime claims in this Notice. Cross Country denies these allegations and posits that it did not violate Section 510 of the Labor Code.

Second, Plaintiffs allege Cross Country has a pattern and practice of offering contracts to travel nurses with a fixed-term assignment at an agreed-upon pay rate. After the nurse accepts the position and starts the assignment, Cross Country makes a take-it-or-leave-it demand to accept less pay or be terminated. Plaintiffs allege most nurses have no choice but to continue working the assignment at the lower rate because they have no reasonable alternatives for comparable employment. Plaintiffs allege this practice violates Section 970 of the Labor Code. Plaintiffs refer to these claims as the "bait-and-switch" or mid-contract rate reduction claims in this Notice. Cross Country denies these allegations as well and posits that it did not violate Section 970 of the Labor Code.

Plaintiffs assert the overtime and mid-contract rate reduction claims under the Labor Code as a class action under California law. A class action allows an individual or a few plaintiffs to represent a group of similarly situated people with similar claims against a defendant in a single case. The decision to let a class proceed as a class action and the decision to approve a class action settlement rests with the Court. Here, the Court has preliminarily determined that the Plaintiffs' claims are suitable to proceed as a class action and that, preliminarily, the settlement is fair, reasonable, and adequate such that this Notice of the settlement should be sent to class members like you. This Notice tells you your rights as part of the proposed class action settlement, including your ability to object, request exclusion, and/or participate in the settlement and receive payment in exchange for a release.

Plaintiffs also assert that the overtime and mid-contract rate reduction claims result in penalties under the Labor Code. The Labor Code allows the State of California to assess and collect penalties for wage violations. These penalties are different than the wages Plaintiffs allege are owed to them under the Labor Code. The Labor Code allows "Aggrieved Employees" like the Plaintiffs to stand in the shoes of the State of California to collect those penalties. This is called a Private Attorneys General Action or PAGA. Pursuant to this law, 75% of all penalties recovered under PAGA must go to the State of California and the remaining 25% of the penalties are distributed to the Aggrieved Employees. Importantly, PAGA penalties are in addition to the damages available for the alleged overtime and mid-contract rate reduction claims that Plaintiffs were seeking to recover through the class action, and for which class members will be eligible to be paid as described in this Notice.

3. Why is there a proposed settlement?

The Court did not decide in favor of the Named Plaintiffs or Cross Country. The Parties agreed to the Settlement to avoid further disputes and the risk, expense, and inconvenience of litigation.

On [DATE], the Court granted preliminary approval of the proposed Settlement. The Court will decide whether to give final approval to the proposed settlement in a hearing scheduled for [DATE] ("Final Approval Hearing"). *See* Section 12 below for details.

THE SETTLEMENT BENEFITS – WHAT YOU GET

4. What does the settlement provide?

The Gross Settlement Amount of $2,345,000.00 fully resolves and satisfies the attorneys' fees and costs approved by the Court, all amounts to be paid to individuals covered by the Settlement, Court-approved service payments, and a $50,000.00 Reserve Fund. The Settlement funds are being divided among the individuals covered by the Settlement according to an allocation formula described below. The Net Settlement Fund means the amount remaining from the Gross Settlement Amount that is available for distribution to Participating Class Members, which is the Gross Settlement Amount less all amounts paid for Attorneys' Fees and Costs, Class Representative Service Award Payments, the PAGA Payment, the Reserve Fund, and the cost of settlement administration, as approved by the Court. Any amounts from the Reserve Fund that are not paid to supplement any Individual Settlement Payments will simply return to the Net Settlement Fund for distribution to Participating Class Members consistent with the Plan of Allocation explained below.

5. How much is my payment and how was it calculated?

Based on the allocation formula that has been approved by the Court, you are entitled to receive an estimated Individual Settlement Payment of approximately $_____. 50% of your Individual Settlement Payment will be treated as back wages for which you will receive an IRS Form W-2, and the other 50% will be treated as interest, any applicable penalties, liquidated damages, and other non-wage relief, and reported on an IRS Form 1099. You are also entitled to receive an estimated proportional share of the PAGA Payment of approximately $____. 100% of your Individual PAGA Payment will be treated as penalties and reported on an IRS Form 1099. These estimated payments are based on the following allocation formula.

Your Individual Settlement Payment is comprised of two potential numbers: (1) the overtime claims under Section 510 of the Labor Code and (2) the mid-contract rate reduction claims under Section 970 of the Labor Code. As a general matter, if you did not work overtime during your employment as a travel nurses, or if you did not accept a mid-contract rate reduction, you will not receive any settlement on account of something that you did not experience.

These numbers are based on data and documents provided by Cross Country to Class Counsel. If you believe these numbers are incorrect, you can contact the Settlement Administrator to supply any documents, data, or information that support your contention that the amounts should be adjusted. The settlement has a Reserve Fund to account for any reasonable discrepancies identified by Participating Class Members.

Using the data identified above, Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund as follows:

First, each Participating Settlement Class Member will be allocated a one hundred dollar ($100) minimum payment from the Net Settlement Fund.

Second, after accounting for the minimum payment, the remaining Net Settlement Fund will be allocated 70% to Participating Settlement Class Members' claims pursuant to Section 510 of the Labor Code and 30% to claims pursuant to Section 970 of the Labor Code. Overtime damages are measured for purposes of this agreement by comparing the overtime wages paid to the individual versus the overtime wages that would have been paid to the individual if the value of stipends or per diems on account of meals, incidentals and living expenses had been included in the regular rate of pay.

With respect to allocating Individual Settlement Payments for claims based on Section 510 of the Labor Code, those funds will be allocated pro rata among Participating Settlement Class Members based on each individual's potential overtime damages during the Class Period.

With respect to allocating Individual Settlement Payments for claims based on Section 970 of the Labor Code, those funds will be allocated pro rata among Participating Settlement Class Members based on each individual's mid-assignment rate reduction damages during the Class Period. Mid-assignment rate reduction damages are measured for purposes of this agreement by comparing the rate set forth in the applicable ACN versus the reduced ACN rate(s) worked by the individual during the applicable assignment.

Individual PAGA Payments will be calculated and apportioned from the Net Settlement Fund as follows: PAGA Group Members will receive a proportional share of funds allocated to the PAGA Group based on the relative number of Pay Periods each PAGA Group Member worked during the PAGA Period. You may obtain a copy of the Settlement Agreement by following the instructions in Section 13 below.

Neither Class Counsel nor Defendants make any representations concerning the tax consequences of your settlement payment. You are advised to obtain personal tax advice prior to acting in response to this Notice.

HOW YOU GET A PAYMENT

6. How do I get my payment?

To receive proceeds from the Settlement, **you do not have to do anything in response to this Notice**.

7. What am I giving up if I receive proceeds from the settlement?

Upon the Effective Date of the Settlement Agreement, Settlement Class Members will release, through the date of the written Settlement Agreement, Released Parties (as defined in the Settlement Agreement) from any and all claims (as well as debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action, contingent or accrued) which relate to the wage and hour and California Labor Code claims alleged in the Operative Complaint (or relate to other claims that could have been alleged based on the facts asserted in the Operative Complaint), including but not limited to regular and overtime rate calculations, waiting time penalties, minimum wages, timely payment of wages, wage statements, reimbursements, unlawful deductions from wages, and derivative or related claims, including but not limited to claims for restitution and other equitable relief, liquidated damages, punitive damages, or penalties of any nature whatsoever. In plain language, you agree to forego, that is give up, these wage-based claims that emanate from your time as a travel nurse with Travel Staff LLC (an affiliate of Cross Country) in California in exchange for the money to be paid to you under the Settlement Agreement.

Upon the Effective Date of the Settlement Agreement, Class Members who are also PAGA Group Members shall additionally release, through the date of the written Settlement Agreement, Released Parties for all claims for civil penalties under the California Private Attorneys General Act (Cal. Labor Code § 2698 et seq.) which relate to the wage and hour and California Labor Code claims alleged in the operative complaint and Plaintiffs' PAGA Notice or relate to other claims that could have been alleged based on the facts asserted in the operative complaint and Plaintiffs' PAGA Notice.

Nothing in the Settlement Agreement shall be construed to bar any claims of Settlement Class Members that arise from conduct occurring after the execution of the Settlement Agreement.

HOW YOU REQUEST EXCLUSION FROM OR OBJECT TO THE SETTLEMENT

8. What if I do not want to participate in the settlement?

If you do not want to participate in the Settlement and wish to retain your right to pursue your own independent action, you must return or electronically submit an Opt-out Request by [DATE – 45 days from the mailing of the Notice]. An Opt-out Request means a written and signed request (e.g., letter) submitted by a Settlement Class Member to be excluded from the Settlement or electronic Opt-out Request using your Unique Class Member ID and PIN (these are on the first page of this Notice).

If you desire to exclude yourself from the settlement and wish to submit your Opt-out Request by U.S. Mail, the Opt-out Request must: (a) be signed by the Settlement Class Member; (b) contain the full name, address, and telephone number; (c) clearly state that the Settlement Class Member does not wish to be included in the Settlement; and (d) be returned by mail to the Settlement Administrator at the following address, postmarked on or before the Response Deadline:

[Settlement Administrator]
[Address 1]
[Address 2]
[Address 3]

Alternatively, if you desire to exclude yourself from the settlement and wish to submit your Opt-out Request electronically, you can do so through the Settlement Website. You will need your Unique Class Member ID and PIN from the first page of this Notice to submit your Opt-out Request electronically. Other than the written signature and postmark, the substance of the Opt-out Request submitted electronically is the same as that set out above for submitting an Opt-out Request by U.S. Mail. You can submit your Opt-out Request electronically through the following link to the Settlement Website: [insert URL]

The date of the postmark on the return mailing envelope and/or the date of the electronic submission of the Opt-out Request through the Settlement Website will be the exclusive means to determine whether an Opt-out Request has been timely submitted. A Settlement Class Member who does not request to opt out from the Settlement will be deemed a Participating Settlement Class Member and will be bound by all terms of the Agreement if the Settlement is granted Final Approval by the Court.

Even if you submit an Opt-out Request such that you will not receive an Individual Settlement Payment in exchange for the Settlement Class Members' Released Claims, you will still receive an Individual PAGA Payment for the Released PAGA Claims. You cannot request exclusion from the PAGA portion of the Settlement.

9. What if I want to object to the settlement?

If you do not request exclusion from the Settlement but believe the proposed Settlement is unfair or inadequate in any respect, you may object to the Settlement. The deadline to object to the Settlement is [DATE – 45 days from the mailing of the Notice].

If you want to object to the settlement and wish to submit your objection by U.S. Mail, the objection must provide: (a) the objector's full name, signature, address, and telephone number; (b) a written statement of all grounds for the objection accompanied by any legal support for such objection (if any); (c) copies of any papers, briefs, or other documents upon which the objection is based (if any); and (d) be returned by mail to the Settlement Administrator at the following address, postmarked on or before the Response Deadline:

[Settlement Administrator]
[Address 1]
[Address 2]
[Address 3]

Alternatively, if you want to object to the settlement and wish to submit your objection electronically, you can do so through the Settlement Website. You will need your Unique Class Member ID and PIN from the first page of this Notice to submit your Opt-out Request electronically. Other than the written signature and postmark, the requirements to submit an objection electronically are the same as that set out above for submitting an objection by U.S. Mail. You can submit your objection electronically through the following link to the Settlement Website: [insert URL]

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court has determined that the lawyers at the law firms of Stueve Siegel Hanson LLP and Altshuler Berzon LLP are qualified to represent you and all individuals covered by this Settlement. These lawyers are called "Class Counsel." You will not be separately charged for these attorneys. You do not need to retain your own attorney to participate in this Settlement. However, you may consult with any attorney you choose at your own expense before deciding whether to opt out of this settlement.

11. How will the lawyers be paid?

Class Counsel will ask the Court to approve and award attorneys' fees in an amount not to exceed one-third (33.33%) of the Settlement Amount totaling $781,666.67 plus reimbursement of up to $75,000.00 in expenses, which will be paid from the Gross Settlement Amount. In addition, Class Counsel will ask the Court to authorize payment from the Settlement Amount of a service payment of not more than $10,000.00 to each Named Plaintiff to recognize the risks they took in identifying and bringing these claims and services to the beneficiaries of this settlement. The Named Plaintiffs are also executing a general release of claims in exchange for the service payments.

FINAL APPROVAL OF THE SETTLEMENT

12. When will the settlement be final and when will I receive my settlement payment?

If the Court grants Final Approval of the settlement, and you did not request exclusion from the settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed within 45 days of the Effective Date.

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the service payment to each Named Plaintiff, and the Settlement Administrator's expenses on [DATE] in [LOCATION]. The Final Approval Hearing may be continued without further notice to Settlement Class Members. That said, if you submit an objection to the settlement, you will be sent notice of the continued hearing through the contact information the Settlement Administrator has for you (as updated by you as provided for in Section 15 below). You are not required to appear at the hearing to participate in or to opt-out of the Settlement.

FOR MORE INFORMATION

13. Are there more details about the settlement?

This Notice summarizes the proposed settlement. More details are in a Settlement Agreement. You are encouraged to read it. To the extent there is any inconsistency between this Notice and the Settlement Agreement, including between the description of the releases as provided in Section 7 above and the description of the releases as provided in the Settlement Agreement, the provisions in the Settlement Agreement control. You may obtain a copy of the Settlement Agreement by contacting Class Counsel (see contact information below). You may also obtain a copy of the Settlement Agreement from the Settlement Website.

14. How do I get more information?

If you have other questions about the settlement, including about the timing of payments, to update your contact information, or for general information, you should contact the Settlement Administrator in the following ways:

Telephone: [insert phone number]
Email: [insert email address]
Settlement Website: [insert URL]

If you have other question, you can also contact Class Counsel. These are the lawyers acting as Class Counsel, one of whom will respond to your questions:

Alexander T. Ricke
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112

Eve H. Cervantez
Robin Tholin
Altshuler Berzon LLP
177 Post Street, Suite 300
San Francisco, CA 94108

Email: [insert email address]
Telephone: [insert number]

15. What if my name or address changes before I receive my settlement payment?

If, for future reference and mailings from the Court or the Parties, you wish to change the name or address listed on the envelope in which the Notice was first mailed to you, then you must advise the Settlement Administrator of the necessary changes. You have two options. You can either fully complete, execute, and mail the Change of Name and/or Address Information Form (enclosed with this Notice as Form A) or you can complete the Change of Name and/or Address Information Form on the Settlement Website at [insert URL].

DATED: _____________, 2024

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

FORM A

Superior Court of California, County of San Francisco
Summers v. Cross Country Healthcare, Inc. and Travel Staff LLC

Case No. CGC-23-611080

CHANGE OF NAME AND/OR ADDRESS INFORMATION FORM

Instructions: Please complete this Change of Name and/or Address Information Form **only** if you wish to change your name and/or mailing address information.

Former Name and Mailing Address:

Name (first, middle, and last): ______________________________

Home Street Address: ______________________________

City, State, Zip Code: ______________________________

Home Telephone Number: (_______) ______________________________

New Name and Mailing Address:

Name (first, middle, and last): ______________________________

Home Street Address: ______________________________

City, State, Zip Code: ______________________________

Home Telephone Number: (_______) ______________________________

I understand that all future correspondence regarding the Settlement, including, but not limited to, important notices or payments, will be sent to the new address listed above and not to the address previously used. I hereby request and consent to use the address listed above for these purposes.

Dated: __________________

____
(Signature)

____
(Print Name)

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

[Settlement Administrator]
[Address 1]
[Address 2]
[Address 3]

EXHIBIT B

Proposed Order

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Counsel for Plaintiffs Summers and Feldenheimer

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

SANDRA SUMMERS and DARIIA FELDENHEIMER, individually and on behalf of all other similarly situated aggrieved employees, Plaintiffs, v. CROSS COUNTRY HEALTHCARE, INC., TRAVEL STAFF, LLC and DOES 1-50, inclusive Defendants.	Case No. 23CV611080 **[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR (1) CERTIFICATION OF A SETTLEMENT CLASS; (2) PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; (3) APPROVAL OF NOTICE AND NOTICE DISSEMINATION PLAN; AND (4) APPROVAL OF A SCHEDULE FOR THE FINAL APPROVAL PROCESS.** Date: Time: Dept.: Judge: Action Filed: December 13, 2023

[PROPOSED] ORDER

1. Plaintiffs Sandra Summers and Dariia Feldenheimer (the "Named Plaintiffs" or "Plaintiffs"), filed this Action on December 13, 2023. The original Complaint asserted a sole cause of action for alleged violations of the Private Attorneys' General Act, Cal. Lab. Code §§ 2698-2699.5 ("PAGA") against Defendants Cross County Health Care, Inc. and Travel Staff LLC (together, "Cross Country" or "Defendants"). The alleged PAGA violations were predicated on alleged violations of Sections 510 and 970 of the California Labor Code and related derivative claims. On August 9, 2024, Plaintiffs filed a First Amended Complaint that added putative class claims under Sections 510 and 970 of the Labor Code. The parties have now reached a class action and PAGA settlement to resolve all of the claims in the First Amended Complaint.

2. Plaintiffs submitted an unopposed Motion for (1) certification the Settlement Class for purposes of settlement; (2) preliminary approval of the Settlement Agreement; (3) approval of the proposed notice and notice dissemination plan, and (4) approval of a schedule for the Final Approval process. The proposed Settlement is attached as Exhibit 1 to the Declaration of Alexander T. Ricke, which is submitted in support of this unopposed motion.

3. Having considered the Motion, supporting documents, the arguments of counsel, and the pleadings and filings in this action, and in the interest of justice, the Court FINDS that it has jurisdiction over this matter and hereby CONCLUDES and ORDERS as follows:

4. Except as otherwise defined in this Order and Judgement ("Order"), all capitalized terms have the same meaning as defined in the Settlement Agreement that is attached as <u>Exhibit 1</u> to this Order

Certification of the Settlement Class

5. As part of the settlement process, the Parties have agreed to the conditional certification of a Settlement Class, defined as follows:

> The 212 travel nurses identified by the Parties who worked for Travel Staff LLC (an affiliate of Cross County Healthcare, Inc.) in California and who experienced a rate reduction during the term of their temporary working assignment in California between September 13, 2019 and August 13, 2024.

6. Having read the motion, the memoranda, and the declarations filed by the parties, and having heard argument of counsel, this Court finds:

(1) That the parties have stipulated to certification of the Settlement Class;

(2) It is impracticable to bring all members of the Settlement Class before the Court;

(3) The Settlement Class is ascertainable and is sufficiently numerous to warrant class treatment;

(4) The questions of law or fact common to the Settlement Class are substantially similar and predominate over the questions affecting the individual members;

(5) The representative plaintiffs will fairly and adequately protect the interests of the class; and

(6) A class action is the superior means for adjudicating the claims in the litigation.

7. Accordingly, the Court conditionally certifies the Settlement Class defined above, for settlement purposes only.

PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

8. The Court has reviewed the terms of the proposed Settlement Agreement, including the release and monetary relief provisions. The Court also reviewed the motion papers and declaration of counsel, which describe Class Counsel's legal and factual investigation and the settlement process, as well as the Notice of Settlement ("Notice" attached to the Settlement Agreement as Exhibit A) and the Plan of Allocation. The Court finds as follows:

9. The purpose of the preliminary evaluation of a proposed class action settlement is to determine only whether the overall settlement is within the range of possible approval. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234-235, 251. The following "well-recognized factors" are typically considered when evaluating the reasonableness of a proposed settlement: (1) the strength of plaintiffs' case; (2) the risk, expense, complexity and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of government participants; and (8) the reaction of the class members to the proposed settlement. *Kullar v. Foot Locker Retail, Inc*. (2008) 168

Cal.App.4th 116, 128 (citing *Dunk v. Ford Motor Co*. (1996) 48 Cal.App.4th 1794, 1801). At the preliminary approval stage, "the settlement need only be potentially fair, as the court will make a final determination of its adequacy at the hearing on final approval, after such time as any party has had a chance to object and/or opt out." *Acosta v. Trans Union, LLC* (C.D. Cal. 2007) 243 F.R.D. 377, 386.

10. Based on review of those papers, the Court concludes that the Settlement Agreement satisfies the *Kullar* factors. It is the result of extensive, arm's length negotiations between the Parties reached only after exchange of significant data and documents, permitting the Parties and the Court to become familiar with the strengths and weaknesses of the case. The Court finds that the settlement process was non-collusive. The Court believes the monetary relief of $2,345,000 recovery is within the range of approval when measured against the risk and cost of continued litigation.

11. The Court concludes that the Settlement Agreement has no obvious defects and, preliminarily, afford payments to the interested parties within the range of a fair and reasonable settlement of the case such that notice to the Class is appropriate pursuant to Rule 3.769 of the California Rules of Court.

12. Plaintiffs' PAGA claim is not a class claim. Accordingly, the two-step process for approving class settlements does not apply, and alleged aggrieved PAGA Group Members may not opt out. Rather, the Court need only "review and approve" any PAGA settlement, Labor Code §2699(1)(2), upon a determination that it is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." *Moniz v. Adecco USA, Inc.*, 72 Cal.App.5th 56, 77 (2021). The Court concludes that the settlement of Plaintiffs' PAGA claim appears fair, reasonable, and adequate in the context of the overall settlement, and defers further ruling until the final approval hearing.

13. The California Labor and Workforce and Development Agency ("LWDA") has been provided notice of the Settlement in accordance with PAGA, California Labor Code §2699(l)(2), (l)(4). In particular, on the date Plaintiffs filed the motion seeking approval of the Settlement with the Court, Plaintiffs submitted to the LWDA a notice of the Settlement enclosing

a copy of the Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice requirement of PAGA.

14. The Court therefore orders that the Settlement Agreement and the class settlement it embodies are hereby PRELIMINARILY APPROVED. Final approval of the Settlement Agreement is subject to consideration of any objections by members of the Settlement Class to the proposed Settlement Agreement.

Approval of the Notice of Settlement and Plan of Distribution

15. The Parties have submitted for this Court's approval a proposed Notice of Settlement of Class Action (the "Notice"), which is attached to the Settlement Agreement as Exhibit A. The Court has carefully reviewed that Notice.

16. The Notice and the proposed plan for distributing the Notice satisfies the notice requirements and all other legal and due process requirements, and complies with applicable law, including California Code of Civil Procedure Section 382 and California Rule of Court 3.769.

17. The Parties are directed to implement the notice plan outlined in the Settlement Agreement.

18. The Parties' selection of Analytics Consulting LLC to serve as Settlement Administrator is approved.

19. The procedures to object and request exclusion from the Settlement as outlined in the Settlement Agreement, including the Response Deadline, are approved. Settlement Class Members must submit an Opt-out Request or Notice of Objection within forty-five (45) calendar days from the initial mailing of the Notice of Settlement by the Settlement Administrator, unless the 45th day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants' Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline unilaterally. In the event that a Notice of Settlement is re-mailed to a Settlement Class Member, the Response Deadline for that Settlement Class Member shall be extended by fifteen (15) calendar days.

Procedures for Final Approval of the Settlement Agreement

20. The Court hereby schedules a hearing ("Final Approval Hearing") for [DATE], at [TIME] and [LOCATION] to consider any objections that may be filed, to determine whether the Settlement Agreement is fair, reasonable, and adequate and should be finally approved, to determine the amount of attorneys' fees, costs, and expenses to be paid to Class Counsel, and to determine the amount of service award to be awarded the Named Plaintiffs.

21. Class Counsel shall file all Objections and Opt-Out Statements within five (5) days after the end of the objections/opt out period.

22. Class Counsel shall file a Motion for Final Approval of the Settlement Agreement no later than fifteen (15) days prior to the end of the objections/opt out period, with any reply briefing addressing any objections to be filed five (5) court days prior to the Final Approval hearing.

23. All memoranda, affidavits, declarations, and other evidence in support of the request for Class Counsel's costs and attorneys' fees and the Plaintiffs' request for service awards shall be filed no later than fifteen (15) days prior to the end of the objections/opt out period. Class Counsel may file a reply memorandum in support of the motion no later than five (5) court days before the Final Approval Hearing.

24. Any Settlement Class Member who submits a timely, written and valid Notice of Objection may appear at the Final Approval Hearing in person, or through their own attorney, to show cause why the Court should not approve the Settlement Agreement, or the motion for the award of the Named Plaintiffs Service Award and Class Counsel's Attorneys' Fees and/or Class Counsel's Costs.

25. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Settlement Class Members. If, for any reason, the Court does not approve the Settlement Agreement, it will be of no force or effect, and the Parties shall be returned to their original respective positions.

26. Nothing in this Order or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Order and entry of judgement simply represent a compromise of disputed allegations.

27. In all other respects, the Parties are ordered to implement the terms of the Settlement Agreement.

IT IS SO ORDERED.

EXHIBIT C

Named Plaintiffs' General Release of Claims

SETTLEMENT AGREEMENT AND RELEASE

1. INTRODUCTION

a. This Settlement Agreement and Release (the "Agreement") between Cross Country Healthcare, Inc. and Travel Staff LLC (collectively, Cross County) and [INSERT NAMED PLAINTIFF] ("Plaintiff"), represents the full settlement and release of all liability claimed against Cross Country by the Plaintiff. Collectively, Cross Country and the Plaintiff shall be referred to as the "Parties"). The following obligations represent full and mutual consideration for this Agreement.

b. The Parties now wish to settle and compromise fully and finally all liability claimed against Cross Country by Plaintiff.

c. For the purposes of this Agreement, the term "Released Parties" means Cross County Health Care, Inc. and Travel Staff LLC and any and all of its current and former parents, divisions, subsidiaries and affiliated companies or entities, and any and all of their respective current and former officers, directors, employees, investors, insurers, administrators, representatives, partners, shareholders and agents, and any other predecessors and successors, assigns and legal representatives and their related persons and entities.

d. The Parties agree this Settlement Agreement and Release is being entered into in conjunction with the Class Action and PAGA Settlement Agreement in the lawsuit is styled as *Summers, et al. v. Cross Country Healthcare, Inc., et al*, Case No. CGC-23-611080, pending the Superior Court of California for the Country of San Francisco.

e. The Parties understand and agree that Plaintiff shall seek and Cross Country will not oppose a Service Payment to Plaintiff in the *Summers* matter (subject to Court approval). In exchange for the Service Payment (assuming it is ultimately awarded by the Court), Plaintiff agrees to a general release of claims against Cross Country.

In consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

2. OBLIGATIONS OF CROSS COUNTRY - CONSIDERATION

a. Cross Country agrees Plaintiff shall be entitled to the total amount of Ten Thousand Dollars ($10,000.00) from the Settlement Fund in *Summers* (the "Service Payment") and that the Service Payment will satisfy all claims for any alleged economic damages and general damages, emotional damages, punitive damages, and all other non-economic damages, and penalties. The Service Payment shall be subject to Court approval in *Summers*.

b. In the event the *Summers* Class Action and PAGA Settlement Agreement is granted Final Approval by the Court and the Service Payment is approved, the Settlement Administrator will issue a check to Plaintiff in the amount of $10,000 to be reported on an on an IRS Form 1099. The Service Payment shall be in addition to any amounts Plaintiff is entitled to receive as an Individual Settlement Payment in *Summers*.

3. OBLIGATIONS OF PLAINTIFF

a. Release Of Individual Claims. For the avoidance of doubt, this Agreement is intended to effectuate a general release of claims. Plaintiff agrees, on behalf of herself, and on behalf of her or his heirs, family members, executors, agents and assigns, to release the Released Parties, and/or any of them, from any and all claims, known and unknown, asserted and unasserted, which she or he has or may have against the Released Parties as of the date of execution of this Agreement including, but not limited to, any alleged violation of (all as amended):

i. Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Employee Retirement Income Security Act of 1974 ("ERISA"); the Immigration Reform and Control Act; the Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967 ("ADEA"); Older Workers Benefit Protection Act; the Workers Adjustment and Retraining Notification Act; the Occupational Safety and Health Act; the Sarbanes-Oxley Act of 2002; the Fair Credit Reporting Act; the Family and Medical Leave Act; the Equal Pay Act; the Genetic Information Nondiscrimination Act of 2008; the National Labor Relations Act; all claims under any whistleblower protection law, including but not limited to any claims under the Sarbanes-Oxley Act or the Dodd-Frank Wall Street Reform and Consumer Protection Act; and [USE APPLICABLE STATE[S]]

ii. the California Family Rights Act; the California Fair Employment and Housing Act; the California Unruh Civil Rights Act; the California Confidentiality of Medical Information Act; the California Parental Leave Law; the California Equal Pay Law; the California Whistleblower Protection Law; the California Military Personnel Bias Law; the California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder California; any and all other provisions of the California Labor Code that lawfully may be released; any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance; any public policy, contract, tort or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

b. Plaintiff agrees that this Release is intended to encompass Claims that are both known and unknown to Plaintiff. In that regard, Plaintiff expressly relinquishes and waives any rights Plaintiff may have under California Civil Code section 1542, or any other statutes of like effect. California Civil Code section 1542 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 DEBTOR OR RELEASED PARTY.

Being aware of said Code section, all of Plaintiff's rights and benefits under § 1542 of the Civil Code of California (as well as under any other state or federal statutes or common law principles of similar effect) are expressly, knowingly and voluntarily waived and relinquished by Plaintiff as to the matters specified in the first paragraph above.

c. Notwithstanding the foregoing, this Release does not apply to any claims that cannot be released as a matter of law. Furthermore, the Release in this Agreement does not apply to (i) any pending or potential workers' compensation claims; (ii) rights or claims that may arise after the date this Agreement is signed by the Plaintiff; (iii) rights or claims arising out of this Agreement; and (iv) and/or any claims or rights which cannot be waived by law. Further, nothing in this Agreement constitutes a waiver or release of the Plaintiff's entitlement and/or benefits to be received by him in any workers' compensation proceeding, if any, pursuant to the jurisdiction of the workers' compensation laws. Plaintiff further understands that nothing in this Release generally prevents her or him from filing a charge or complaint with, or from participating in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission, National Labor Relations Board, or any other federal, state, or local agency charged with the enforcement of any employment laws.

d. Except as set forth herein and in the *Summers* matter, Plaintiff further agrees, to the maximum extent permitted by law, that Plaintiff will not, at any time hereafter, commence, maintain, prosecute in as a party, or permit to be filed by any other person on your behalf, any action or proceeding of any kind (judicial or administrative) (on Plaintiff's own behalf and/or on behalf of any other person and/or on behalf of or as a member of any alleged class of person) in any court or agency, or participate in any action, suit or proceeding (unless compelled by legal process or court order), against the Released Parties with respect to any claim released herein. If, notwithstanding the foregoing promises, Plaintiff violates this Section 3, Plaintiff shall be required, to the maximum extent permitted by law, to indemnify and hold harmless the Released Parties from and against any and all demands, assessments, judgments, costs, damages, losses and liabilities, and attorneys' fees and other expenses which result from, or are incident to, such violation.

e. Dismissal of Lawsuits. After Cross Country and Plaintiff have executed and returned this Agreement:.

i. Plaintiff Summers will file a stipulation dismissing with prejudice her federal action and pending arbitration in AAA.

f. Tax Liability. No party or attorney for any party has made any representations or warranties regarding the taxability of the Settlement Payment. Plaintiff agrees to assume all risks regarding the tax consequences of the Settlement Payment, if any, and agrees to indemnify and hold Cross Country harmless from any claim or liability for taxes, penalties, or interest arising as a result of receiving any payment under this Agreement.

4. AFFIRMATIONS

Plaintiff expressly acknowledges, agrees and affirms the following

a. That a good faith dispute exists between Plaintiff and Cross Country as to whether Plaintiff is owed any wages. Plaintiff has reviewed his/her wage records, prepared estimates of the wages that s/he contends as being owed (including but not limited to overtime wages), and that the Settlement Payment described in Paragraph 1 of this Agreement fully compensates Plaintiff for all wages contended that Cross Country should have paid to Plaintiff in the past, including but not limited to under applicable federal, state, or local wage-and-hour laws that provide for causes of action for wages, benefits, or privileges owed to employees. Plaintiff further acknowledges that s/he has been paid all other payments and benefits (including but not limited to bonuses, commissions, severance, expense reimbursement, sick and/or vacation pay) presently due, and that Plaintiff is not entitled to any additional payments or benefits other than as set forth in this Agreement. Plaintiff further acknowledges that s/he would not have entered into this Agreement without the acknowledgments and representations that s/he makes in this Section 4, and that Cross Country may assert this Section 4 as a full defense to any wage claims that Plaintiff could assert in the future based upon all periods prior to the Effective Date of this Agreement.

b. That Plaintiff has no known workplace injuries or occupational diseases.

c. That Plaintiff has disclosed to Cross Country any information Plaintiff has concerning any fraudulent or unlawful conduct involving the Released Parties.

5. <u>CONSTRUCTION</u>

a. It is understood and agreed that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. This Agreement shall be construed as a mutually prepared Agreement.

b. This Agreement shall, for all purposes, be construed, governed and enforced in accordance with the laws of the State of California without regard to that state's principles of conflicts of law.

c. Any action to enforce the terms of this Agreement shall be commenced in the Superior Court of California for the County of San Francisco.

6. <u>COSTS AND FEES</u>

Except as otherwise provided for in this Agreement and in the Class Action and PAGA Settlement Agreement in *Summers*, each Party shall bear its own costs and attorneys' fees incurred as a result of this matter and neither party shall be considered the prevailing party for purposes of any statutory attorneys' fees provisions or fee shifting law.

7. <u>MODIFICATION</u>

The Parties cannot modify and/or alter this Agreement in any respect except in a written instrument signed by all Parties. Any uncertainty or ambiguity in the Agreement shall not be construed for or against any party based on the attribution of drafting to any party.

8. NON-WAIVER

No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor be, a waiver of any proceeding, concurrent or succeeding breach of the same, or of any other term or provision. No waiver shall be binding on the part of, or on behalf of, any party entering into this Agreement.

9. COUNTERPARTS / ORIGINALS

The Parties may execute this Agreement in counterparts. Facsimile, PDF and electronic signatures shall constitute original signatures.

10. COMPLETE AND VOLUNTARY AGREEMENT

The Parties expressly acknowledge and represent that each of them has read this Agreement, reviewed the same, and fully understand the meaning and effect of each and every provision of this Agreement. The Parties have full authority to enter into this Agreement. The Parties are voluntarily entering into this Agreement free of any duress or coercion. The Parties were advised to, have had the opportunity to, and did consult with legal counsel of their own choosing with respect to the execution and legal effect of this Agreement.

11. EFFECTIVE DATE

a. Plaintiff has at least twenty-one (21) days from receipt of this Agreement to consider it. This Agreement shall become effective the latter of: (i) [the day Plaintiff signs it / on the eighth day after Plaintiff signs it [if over 40]], or (ii) the date Joshua Baxter files the applicable stipulations of dismissal set forth in Section 3(e) ("Effective Date"), [and Plaintiff may at any time prior to the Effective Date revoke this Agreement by giving notice in writing of such revocation to counsel for Cross Country (Steven J. Pearlman (spearlman@proksuaer.com) and P. Kramer Rice (krice@proskauer.com)) (the "Revocation Period").

b. Plaintiff affirms to have consulted with an attorney before signing this Agreement. In the event Plaintiff does not accept this Agreement as set forth above, or in the event Plaintiff revokes this Agreement during the Revocation Period, this Agreement, including but not limited to the obligation of the Settlement Administrator to pay the Service Payment, shall be deemed automatically null and void.

12. ACKNOWLEDGMENTS

By signing below, Plaintiff acknowledges that she: (a) has carefully read this Agreement in its entirety; (b) have had an opportunity to consider the terms of this Agreement for at least twenty-one (21) calendar days; (c) has consulted with an attorney of his/her choice before signing this Agreement; (d) fully understands the significance of all of the terms and conditions of this Agreement; and (e) is signing this Agreement voluntarily and of Plaintiff's own free will and agree to abide by all the terms and conditions contained herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AGREED BY AND BETWEEN:

DATED: [NAMED PLAINTIFF'S NAME]

BY: ______________________________
NAMED PLAINTIFF'S NAME

DATED: ________________ CROSS COUNTRY HEALTH, INC.

By: ______________________________

Name: ______________________________

Title: ______________________________

DATED: ________________ TRAVEL STAFF LLC

By: ______________________________

Name: ______________________________

Title: ______________________________