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**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SANTA CLARA**

JENNIFER WONG, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

NURSE LOGISTICS, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 22CV408939

**DECLARATION OF MADELY NAVA OF
APEX CLASS ACTION, LLC, IN SUPPORT
OF MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: January 29, 2025
Time: 1:30 p.m.
Dept.: 19
Judge: Hon. Theodore C. Zayner

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Administrator for the above captioned *Wong v. Nurse Logistics, Inc.* matter. On behalf of
6 both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with
7 the information contained herein, and in the event of being summoned to provide testimony, I am fully
8 capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 15 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Notice*
19 *of Proposed Settlement And Hearing Date For Final Court Approval*, (referred to as “Class Notice
20 Packet”); (b) receiving and processing requests for exclusion; (c) resolving disputes among Class
21 Members regarding the number of workweeks recorded by Defendant during the Class Period, as stated
22 on their individualized Class Notice.; (d) calculating individual settlement award amounts; (e) processing
23 and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and
24 the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the
25 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking
26 additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

1 4. On August 27, 2024, Counsel for the Plaintiff provided Apex with the Court-approved content
2 for the Class Notice Packet. Apex then generated a draft of the formatted Class Notice Packet, which
3 received approval from the Parties' Counsel before being mailed.

4 5. On September 11, 2024, Counsel for the Defendant provided Apex with the class data file,
5 comprising the names, social security numbers, last known mailing addresses, the total number of
6 relevant pay periods attributed to each PAGA Member, and the total number of relevant workweeks
7 worked by each Class Member. The data file was successfully uploaded to our database, where it
8 underwent a thorough review to identify any duplicates or potential inconsistencies. The Class List
9 consisted of a total of 757 individuals.

10 6. In preparation for the mailing process, all 757 names and addresses listed in the Class List
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Class Members' mailing addresses before sending out the Class Notice
14 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If
15 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice
16 Packet. However, in cases where no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendant was used for the mailing of the Class Notice Packet.

18 7. On September 30, 2024, the Class Notice Packet was sent to all 757 individuals listed in the Class
19 List using U.S First Class Mail. A copy of the mailed Class Notice Packet is attached hereto as **Exhibit**
20 **A**.

21 8. As of the date of this declaration, our office has received 78 returned Class Notice Packets as
22 undeliverable. Apex conducted a computerized skip trace on the 78 returned Class Notice Packets in
23 order to acquire updated addresses for the purpose of re-mailing the Class Notice Packet. This skip trace
24 effort resulted in obtaining 67 updated addresses, to which we promptly re-mailed the Class Notice
25 Packets via U.S First Class Mail.

26 9. As of the date of this declaration, there have been 67 Class Notice Packets re-mailed as a result
27 of Apex's skip-tracing efforts.

1 10. As of the date of this declaration, 11 Class Notice Packet has been considered undeliverable as
2 no updated address was found despite conducting skip tracing.

3 11. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline
4 for submitting a request for exclusion from the Settlement was November 29, 2024.

5 12. As of the date of this declaration, Apex has not received any objections to the Settlement. The
6 deadline for submitting a written objection to the Settlement was November 29, 2024.

7 13. As of the date of this declaration, Apex will report 757 Participating Class Members, constituting
8 100% of the total 757 Class Members.

9 14. The total number of workweeks worked by Participating Class Members during the Class Period
10 is 21,285. The Net Settlement Amount available to Participating Class Members is estimated to be
11 \$763,834.00 and was calculated by subtracting the requested attorneys' fees (\$416,666.00), the amount
12 requested for litigation costs and expenses (\$25,000.00), the reduced Class Representative Service
13 Payment (\$7,500.00), the Individual Settlement Payment (\$500.00), the requested Settlement
14 Administration Costs (\$11,500.00), and the PAGA Penalties payment (\$25,000.00) from the Gross
15 Settlement Amount (\$1,250,000.00).

16 15. The *highest* Individual Class Payment to a Participating Class Member is currently estimated to
17 be approximately \$8,827.96, the *average* Individual Class Payment is currently estimated to be
18 approximately \$1,009.03, and the *lowest* Individual Class Payment is currently estimated to be
19 approximately \$35.89. These amounts are subject to employee-side tax and withholdings.

20 16. Pursuant to the Agreement, 25% of the PAGA Payment (\$6,250.00) will be allocated to
21 Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees
22 cannot opt out of the PAGA settlement. There are 561 Aggrieved Employees who worked a total of
23 11,720 pay periods during the PAGA Period.

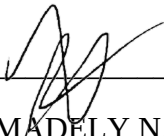
24 17. The *highest* Individual PAGA Penalties payment to an Aggrieved Employee is approximately
25 \$54.39, the *average* Individual PAGA Payment is approximately \$11.14, and the *lowest* Individual
26 PAGA Payment is approximately \$0.53.

27 18. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
28 and anticipated expenses, amount to \$11,500.00. Apex will proceed with additional tasks related to this

1 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
2 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
3 upon by the Parties or ordered by the Court for Apex to undertake.

4 I declare under penalty of perjury under the laws of the State of California and the United States
5 that the foregoing is true and correct, and that this Declaration was executed this 30th day of December
6 2024, in Irvine, California.

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MADELY NAVA

Exhibit A

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

**Wong v. Nurse Logistics, Inc., Superior Court of the State of California,
(County of Santa Clara, Case No. 22CV408939)**

The Superior Court for the State of California authorized this Notice.

READ IT CAREFULLY!

It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS
NOTICE CAREFULLY.**

You may be eligible to receive money from a class action lawsuit (“Action”) against Defendant Nurse Logistics, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Jennifer Wong (“Plaintiff”) and seeks payment of (1) wages and other relief for the Class of all individuals who currently work or previously worked as an independent contractor as a nurse in the State of California and who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during the Class Period which is December 16, 2018 through October 5, 2023 (“Class Members”), and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals who currently work or previously worked as an independent contractor in the State of California as a nurse and who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during the PAGA Period which is October 27, 2021 through October 5, 2023 (“PAGA Members”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est_Class_PMT» (less withholding) and your share of the PAGA Penalties is estimated to be \$«Est_PAGA_PMT»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendant’s records you are not eligible for a share of the PAGA Penalties under the Settlement.)

The above estimates are based on Defendant’s records showing that **you worked «Workweeks» eligible workweeks** during the Class Period and **you worked «Pay_Period» eligible pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant as described in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are a PAGA Member, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** You may object to the Settlement, either in writing or verbally at the hearing. Instructions on how to object are provided below.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Response Deadline is November 29, 2024.	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are a PAGA Member and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline November 29, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on January 29, 2025, at 1:30 p.m., at the Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, in Department 19 before Judge Theodore C. Zayner. This hearing may change as explained below in Section 9. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost). Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline November 29, 2024	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by November 29, 2024. See Section 5 of this Notice.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Santa Clara (the "Court"), has been reached between Plaintiff and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who currently work or previously worked as an independent contractor in the State of California as a nurse and who were paid by Defendant or its affiliate Nurse Registry, Inc. at any time during the Class Period.

The "Class Period" is December 16, 2018, through October 5, 2023.

2. What is this class action lawsuit about?

On December 16, 2022, Plaintiff filed a class action complaint against Defendant in the Superior Court of the State of California, County of Santa Clara Case No. 22CV408939 (hereinafter “Action”). Plaintiff asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to pay wages when due.

On January 20, 2023, Plaintiff filed a separate representative action complaint against Defendant in the Superior Court of the State of California, County of Santa Clara, asserting a single cause of action for violation of the Private Attorneys General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”), Case No. 22CV410163 (“PAGA Action”).

On April 17, 2023, Plaintiff filed a First Amended Class Action and Representative Action Complaint in the Action which added the claims alleged in the PAGA Action, and thereafter, Plaintiff dismissed the PAGA Action without prejudice. The First Amended Class Action and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).

Defendant denies that it has done anything wrong and disputes all the claims in the Action. Specifically, the Action alleges Defendant did not comply with California labor laws pertaining to for the payment of wages; meal periods and rest breaks; waiting time penalties; reimbursement of business expenses; wage statement requirements; and California Business and Professions Code section 17200 et seq. Defendant contends that Defendant is not liable for any of the penalties sought or that could be sought in the Action, and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on August 27, 2024. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm’s-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, who expressly denies all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of **One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) (the “Gross Settlement Amount”)** to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Plaintiff’s Individual Settlement Payment, the Administration Expenses Payment, LWDA PAGA Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by the Defendant. Defendant shall fully fund the Gross Settlement Amount no later than ten (10) business days after the Effective Date. The Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, Plaintiff’s Individual Settlement Payment, and the Class Representative Service Payment.

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion (“Participating Class Members”). At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Administrator, estimated not to exceed \$14,000, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt-outs, and distributing settlement checks and tax forms.
- **Attorneys’ Fees and Costs.** Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$416,666, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- **Payments to Plaintiff.** A Class Representative Service Payment in an amount not more than \$7,500 to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate for services on behalf of the Class in initiating and prosecuting the Action, and for the risks Plaintiff undertook. Plaintiff will also receive \$500 as an Individual Settlement Payment. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- **PAGA Penalties.** A payment of \$25,000 relating to Plaintiff's claim under PAGA, \$18,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$6,250 will be distributed to the PAGA Members as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties (\$6,250) by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period (October 27, 2021, through October 5, 2023).

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

Calculation of Payments to Class Members. After all payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payment, the Individual Settlement Payment, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$761,334.00. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged non-wages, expense reimbursement, interest and penalties (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks remitted to a non-profit charity as the cy pres beneficiary pursuant to California Code of Civil Procedure section 384. The Parties have proposed Project HOPE to be this cy pres beneficiary.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that occurred during the Class Period that were asserted in the Operative Complaint including claims based on the facts in the Operative Complaint or claims that could have been raised in the Operative Complaint based on the facts in the Operative Complaint or class claims that could have been raised in the Operative Complaint based on the facts stated in Plaintiff's letter/notice

to the LWDA. The Released Class Claims include all claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double time compensation, and interest; the calculation of the regular rate of pay; claims for unpaid wages related to alleged illegal or unlawful time rounding; reporting time pay; on-call pay; travel time pay; failure to pay wages at least twice each calendar month; missed, short, late, incomplete, or otherwise non-compliant meal period and rest breaks; missed meal period and rest break wages; the calculation of meal period and rest break premiums at the regular rate of pay; meal period waivers; payment for all hours worked, including off-the-clock work; misclassification; improper wage statements; deductions; failure to pay final wages; reimbursement for all necessary business expenses; unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, misclassification penalties, minimum wage penalties, and waiting time penalties; unlawfully collecting or receiving wages; and attorneys' fees and costs based on the before mentioned claims. The Released Class Claims include all claims based on the facts of the Operative Complaint for violations of the California Labor Code (including sections 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 226.8, 246, 351, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2570.3 et seq., and 2802, and 3357), California Business and Professions Code section 17200, et seq., California Code of Regulations, Title 8, Sections 11040, 11070, and 11090, and California Wage Orders. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, all PAGA Members and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, spouses, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all known and unknown claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Action that occurred during the PAGA Period based on the factual allegations asserted in Plaintiff's Operative Complaint, as amended, and/or in Plaintiff's letter/notice to the LWDA, including but not limited to claims relating to alleged violations of California Labor Code sections 200, 201, 202, 203, 204 et seq., 210, 221, 226, 226.7, 226.8, 246, 351, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2699, 2699.3, 2699.5, 2570.3 et seq., 2802, and 3357, California Business and Professions Code section 17200 et seq., California Code of Regulations, Title 8, Sections 11040, 11070, and 11090, and California Wage Orders. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendant, and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates (including but not limited to Nurse Registry, Inc.), as well as each of its past, present, and future officers, directors, employees, partners, members, owners, shareholders, agents, attorneys, insurers, reinsurers, any individual or entity that could be jointly liable with Defendant, and any individual or entity that could be potentially or allegedly be considered joint employers, common law employers, co-employers, or dual employers.

5. How much will my payment be?

Defendant's records reflect that you worked «Workweeks» Workweeks during the Class Period (December 16, 2018, through October 5, 2023).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is \$«Est_Class_PMT».

Defendant's records reflect that you worked «Pay_Period» PAGA Pay Periods during the during the PAGA Period (October 27, 2021, through October 5, 2023). Based on this information, your estimated Individual PAGA Payment is \$«Est_PAGA_PMT».

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is November 29, 2024. The address for the Administrator is Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. You may also fax the dispute to (949) 989-4428 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. The Administrator's determination is final.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619; (800) 355 - 0700.

The Court will hold a Final Approval Hearing on January 29, 2025, at 1:30 p.m. to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, PAGA Members who opt out will still be paid their allocation of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is November 29, 2024. You may also fax your request to opt out to (949) 989-4428 or email the dispute to claims@apexclassaction.com by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Wong v. Nurse Logistics, Inc.* lawsuit. The request to opt-out should state the Class Member's full name. Please include the name and number of the case, which is *Wong v. Nurse Logistics, Inc.*, Case No. 22CV408939. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is Apex Class Action, P.O. Box 54668, Irvine, CA 92619. Written requests for exclusion that are postmarked after November 29, 2024, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for January 29, 2025, Class Counsel and Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and for Attorneys' Fees, Litigation Expenses, Individual Settlement Payment, and Service Award stating (a) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (b) the amounts Plaintiff is requesting as a Class Representative Service Payment and Individual Settlement Payment. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at <https://www.apexclassaction.com/nurse> (password: Wong2024) or on the via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.scscourt.org/Portal>) and entering the Case No. 22CV408939.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for Attorneys' Fees, Litigation Expenses, Individual Settlement Payment, and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator November 29, 2024.** You may also fax the dispute to (949) 989-4428 or email the dispute to claims@apexclassaction.com by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Wong v. Nurse Logistics, Inc.*, Case No. 22CV408939, and include your name. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action, LLC

Email Address: claims@apexclassaction.com

Mailing Address: P.O. Box 54668, Irvine, CA 92619

Telephone Number: (800) 355 - 0700

Fax Number: (949) 989-4428

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
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Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

COUNSEL FOR DEFENDANT:

Greg Iskander
Shirley Shu
Littler Mendelson, P.C.
1255 Treat Boulevard, Suite 600
Walnut Creek, California 94597

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 1:30 p.m. (Pacific Standard Time) on January 29, 2025, in Department 19 of the Superior Court of California, County of Santa Clara County Superior Court, located at 191 North First Street, San Jose, CA 95113, before Judge Theodore C. Zayner. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as individual and service payments to Plaintiff. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

Class Members may appear at the final approval hearing in person or remotely using the Microsoft Teams link for Department 19 (Afternoon Session). Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be reviewed in advance. Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing if possible, so that potential technology or audibility issues can be avoided or minimized.

It is possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on the Administrator's website at <https://www.apexclassaction.com/nurse> (password: Wong2024). In addition, hearing dates are posted on the Internet via the Case Query page for the California Superior Court for the County of Santa Clara () and entering the Case No. 22CV408939.

10. How Can I Get More Information?

You may call the Administrator at (800) 355 - 0700 or write to *Wong v. Nurse Logistics, Inc.* Administrator, c/o Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by going to the Administrator's website at <https://www.apexclassaction.com/nurse> (password: Wong2024). You may get more details by examining the Court's file on the Internet via the Case Information Portal for the California Superior Court for the County of Santa Clara (<https://cmportal.sccscourt.org/Portal>) and entering the Case No. 22CV408939. If you wish to view the Court files in person, you should go to the Clerk's Office located at 191 North First Street, San Jose, CA 95113.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to a non-profit charity as the cy pres beneficiary. The Parties have proposed Project HOPE to be this cy pres beneficiary to receive the unclaimed funds.
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.