

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)  
Jackland K. Hom (State Bar #327243)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)255-9047  
Facsimile: (858) 404-9203  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[jackland@zakaylaw.com](mailto:jackland@zakaylaw.com)

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619)599-8292  
Facsimile: (619) 599-8291  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES**

CHARLES P. SANDLIN III, on behalf of  
himself, and others similarly situated,

Plaintiff,

v.

SECURE NURSING SERVICE, INC., a  
California Corporation, and DOES 1-50,  
inclusive,

Defendants.

Case No: 20STCV25675

**DECLARATION OF SHANI O. ZAKAY  
IN SUPPORT OF MOTION FOR  
FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

Hearing Date: January 20, 2022  
Hearing Time: 10:00AM

Honorable Judge Yvette M. Palazuelos  
Department 9

Trial Date: Not Set  
Action Filed: July 7, 2020

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, co-lead  
3 counsel of record for Plaintiff CHARLES P. SANDLIN III (“Plaintiff”) in this matter. As such, I  
4 am fully familiar with the facts, pleadings and history of the matter. The following facts are  
5 within my own personal knowledge, and if called as a witness, I could testify competently to the  
6 matters stated herein. This declaration is being submitted in support of the Motion for Final  
7 Approval of the Class Settlement by Plaintiff.

8 2. Over the course of the litigation during the last 18 months, a number of attorneys  
9 from two firms have worked on this matter. The credentials of counsel in this action are reflected  
10 in the Zakay Law Group, APC resume, a true and correct copy of which are attached hereto as  
11 Exhibit #1, and the declaration of Jean-Claude Lapuyade. Some of the major cases those two  
12 firms have undertaken are also set forth in Exhibit #1 and the Lapuyade declaration. The bulk of  
13 the attorneys involved in this matter at have had substantial class litigation experience, mostly in  
14 the area of employment class actions, unfair business practices and other complex litigation.  
15 These attorneys have extensive experience in cases involving labor code violations and wage and  
16 hour claims. Class Counsel has litigated similar wage and hour cases against other employers on  
17 behalf of employees. Class Counsel have been approved as experienced class counsel during  
18 contested motions in state and federal courts throughout California. It is this level of experience  
19 which enabled the firm to undertake the instant matter and to successfully combat the resources of  
20 the defendants and their capable and experienced counsel.

21 **3. Summary of the Proposed Settlement**

- 22 a. A true and correct copy of the Class Action Settlement Agreement and amendments  
23 thereto (hereinafter the “Agreement”) are attached hereto as Exhibit #2.<sup>1</sup> Plaintiff and  
24 Defendant SECURE NURSING SERVICE, INC. (“Defendant”) reached a full and  
25 final Settlement of the above-captioned action, which is embodied in the Agreement  
26 filed concurrently with the Court. As consideration for this Settlement, Defendant has  
27 agreed to pay the all-in, non-reversionary amount of \$350,000 (“Gross Settlement

28 <sup>1</sup> Capitalized terms are defined in the Agreement.

Amount”). The Gross Settlement Amount includes all payments of the Settlement Shares to Participating Class Members, including the Class Members, the Class Representative Service Payment to Plaintiff, Settlement Administration Expenses, the PAGA Payment, and Court-approved attorneys’ fees and costs. Defendant will separately pay the employer’s share of payroll taxes to the qualified settlement fund, per the Agreement. (Agreement at ¶ 3(a)).

b. The Net Settlement Amount shall equal the net amount available for Settlement Shares to Participating Class Members from the Gross Settlement Amount after deducting the Court-approved amounts for the Class Representatives Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Payment, and the expenses the Settlement Administration Costs. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required in order for the Participating Class Member to be paid his or her Settlement Share. The Settlement Share for each Participating Class Member will be calculated as follows: The Settlement Share for each Participating Class Member will be calculated by (a) dividing this amount by the total number of workweeks worked by all Participating Class Members in the California Class during the California Class Period to determine a dollar amount per workweek (“Workweek Payment”), and (b) multiplying the total number of workweeks worked by each Participating Class Member in the Class during the Class Period by the Workweek Payment. The entire Net Settlement Fund shall be distributed.

c. Class Members were sent the Court approved Class Notice, using the procedure approved by the Court, by mailing the notice packets after updating class members’ addresses using the National Change of Address database and, for any notice packets returned as undeliverable, re-mailing such notices to any forwarding address provided or updated address located through skip tracing. Class Members were provided with the opportunity to exclude themselves (“opt out”) if they did not want to participate in

1 the Settlement. Class Members who did not “opt out” are deemed Participating Class  
2 Members who are bound by the Settlement and will be mailed a settlement payment.  
3 The Notice advised the PAGA Employees that they will receive payment from the Net  
4 PAGA Amount regardless of their decision to participate in the Action. The Class  
5 Notice also advised Class Members of their right to object to the Settlement. This  
6 notice process is documented in the accompanying Declaration of Lluvia Islas (the  
7 Settlement Administrator).

8 4. If a Participating Class Member’s Settlement Share check is not cashed within 180  
9 days after its last mailing to the Participating Class Member, the funds from such uncashed checks  
10 will be paid to the State of California Controller’s Office of Unclaimed Property and the  
11 Participating Class Member will remain bound by the Settlement.

12 5. The Agreement provides for Class Counsel to be awarded a sum not to exceed 1/3  
13 of the Gross Settlement Amount as their Class Counsel Fees Payment. Class Counsel will apply  
14 separately for an award of litigation expenses incurred in the prosecution and settlement of the  
15 Action in an amount not exceeding \$15,000. **In support of this request, Class Counsel is**  
16 **providing evidentiary support, including lodestar, in the declarations submitted**  
17 **concurrently herewith.** The Agreement provides for payment of Class Representative Service  
18 Payment of no more than \$5,000 for Plaintiff, or such lesser amount as may be approved by the  
19 Court in compensation for his services. Defendant does not oppose the requested Class Counsel  
20 Fees Payment, Litigation Expenses, Settlement Administration Costs, or Class Representative  
21 Service Payment.

22 6. The Parties allocated \$8,000 from the Gross Settlement Amount for settlement of  
23 civil penalties under PAGA, Labor Code Section 2698 et seq. Pursuant to the requirements of  
24 Labor Code §2699(i) the PAGA Payment shall be allocated \$6,000 to the LWDA (“LWDA  
25 Payment” or the “PAGA Payment”) as the LWDA’s share of the settlement of civil penalties and  
26 \$2,000 to the Net Settlement Amount for distribution to the Aggrieved Employees (“Net PAGA  
27 Amount”).  
28

1           7.       On February 1, 2021, the Parties participated in an all-day mediation presided over  
2 by Gig Kyriacou, Esq., a respected mediator of wage and hour class and PAGA actions. Prior to  
3 the mediation, the Parties prepared by exchanging data and records, calculating damages, and  
4 submitting mediation briefs to the Mediator. Defendant provided Class Counsel with necessary  
5 records and information for the members of the Class. Defendant produced a sample consisting of  
6 pay records and time records for the Class Members for the entire Class Period. Defendant also  
7 produced Defendant's relevant employment policies, including compensation policies and  
8 timekeeping policies. Plaintiffs analyzed the data with the help of an expert and prepared and  
9 submitted a mediation brief to Mediator Kyriacou. The Parties were unable to reach an agreement  
10 to settle the Action, at which point Mediator Kyriacou made a mediator's proposal, which was  
11 accepted by the Parties. The Parties documented the agreement in the form of a Memorandum of  
12 Understanding. The Parties then prepared the full Agreement which was signed by the Parties and  
13 received preliminary approval from the Court by Order dated September 17, 2021.

14           8.       The Settlement is fair, adequate and reasonable to the Class and should be finally  
15 approved for the same reasons the Court granted preliminary approval to the Settlement, finding  
16 that it is fair, adequate, and reasonable as to all potential Class Members. In sum, this Settlement  
17 valued at \$350,000 is an excellent result for the Class. This result is particularly favorable in light  
18 of the fact that liability in this case was far from certain in light of the defenses asserted by  
19 Defendant. There have been no objections and no opt outs. Given the complexities of this case,  
20 the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at  
21 trial and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally  
22 approved.

23           9.       **Procedural Status of the Settlement** - The Court preliminarily approved the  
24 Agreement via its Preliminary Approval Order dated September 17, 2021 ("Preliminary Approval  
25 Order"); and pursuant to the Preliminary Approval Order the approved Class Notice has been  
26 disseminated to the Class. On October 1, 2021, the Settlement Administrator Court-approved  
27 Class Notice to the Class Members, which provided each Class Member with the terms of the  
28 Settlement, including notice of the claims at issue and the financial terms of the settlement,

1 including the attorneys' fees, costs, and service awards that were being sought, how individual  
2 settlement awards would be calculated, and the specific, estimated payment amount to that  
3 individual. In disseminating the Class Notice, the Settlement Administrator followed the notice  
4 procedures authorized by the Court in its Preliminary Approval Order. Significantly, there have  
5 been no objections and no opt outs. (See Declaration of Lluvia Islas at ¶¶ 11-12.) As a result, the  
6 entire Class has elected to participate in the Settlement and will be sent a settlement check. The  
7 final administration results are documented in the accompanying Declaration of Lluvia Islas.

8       10.     **Description of Plaintiff's Claims** – The Action generally alleges that Defendant  
9 failed to accurately calculate the Class Members' overtime rate, failed to provide them with  
10 proper meal breaks and rest breaks, failed to pay them wages for all time worked, failed to  
11 provide them with complete and accurate wage statements, failed to reimburse them for business  
12 expenses, engaged in unfair business practices, and failed to timely pay them all wages owed at  
13 the time of the separation of their employment,. The Action seeks unpaid wages, statutory  
14 penalties, civil penalties, attorneys' fees, litigation costs<sup>2</sup>, and any other equitable or legal relief  
15 allegedly due and owing to Plaintiffs and the other Class Members by virtue of the foregoing  
16 claims.

17       11.     **Procedural History of the Litigation**

18       a. On July 7, 2020, Plaintiff filed a class action Complaint against Defendant in the  
19 Superior Court of the State of California, County of Los Angeles. Plaintiff asserted  
20 claims that Defendant: (1) Violated California Business and Professions Code § 17200  
21 *et seq.*; (2) Failed to pay minimum wages in violation of California Labor Code §§  
22 1194, 1197, and 1197.1 (3) Failed to pay overtime wages in violation of California  
23 Labor Code §§ 510, *et seq.*; (4) Failed to provide required meal periods in violation of  
24 California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) Failed  
25 to provide required rest periods in violation of California Labor Code §§ 226.7 & 512  
26 and the applicable IWC Wage Order; (6) Failed to provide accurate itemized wage  
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28 <sup>2</sup> Plaintiff will provide a lodestar analysis for the fees and supporting evidence of the costs with  
the final approval papers.

1 statements in violation of California Labor Code § 226; and (7) Failed to provide  
2 wages when due in violation of California Labor Code §§ 201, 202 and 203. On  
3 September 4, 2020, Plaintiff filed a First Amended Complaint, asserting additional  
4 claims against Defendant for: (8) Wrongful Termination in Violation of Public Policy;  
5 and (9) Violation of Constitutional Right to Privacy. On April 12, 2021, the Parties  
6 stipulated for leave for Plaintiff to file a Second Amended Complaint against  
7 Defendant in the Superior Court of California, County of Los Angeles, asserting an  
8 additional claim for violations of the Private Attorneys General Act (“PAGA”). On  
9 April 23, 2021, Plaintiff filed the Second Amended Complaint, alleging an additional  
10 claim for violations of the PAGA.

- 11 b. Prior to mediation, Class Counsel engaged in informal discovery in preparation for the  
12 mediation, and received significant responses and documents to the discovery requests.  
13 Defendant produced a large sample consisting of pay records and time records for the  
14 Class Members for the entire Class Period. Defendant also produced relevant  
15 employment policies, including compensation policies and timekeeping policies.  
16 Class Counsel conducted extensive review of time records and data with the help of an  
17 expert.

## 18 **12. History of Settlement Discussion**

- 19 a. This Settlement was the result of arm’s-length negotiations as well as informal  
20 settlement conferences between the Parties through their respective attorneys. After  
21 comprehensive legal and factual analysis, Class Counsel possessed sufficient  
22 information for intelligent evaluation of the case for purposes of settlement. Prior to  
23 the initiation of settlement discussions, Class Counsel reviewed and outlined the case  
24 based upon the information for the Class, and determined the conditions of settlement  
25 which would be fair and reasonable to the Class with the assistance of an expert. Class  
26 Counsel was experienced in the types of settlement appropriate to resolve these wage  
27 and hour claims on behalf of employees.

- 1 b. On February 1, 2021, the Parties participated in an all-day mediation presided over by  
2 Gig Kyriacou, Esq., a respected mediator of wage and hour class and PAGA actions.  
3 Prior to the mediation, the Parties prepared by exchanging data and records,  
4 calculating damages, and submitting mediation briefs to the Mediator. Defendant  
5 provided Class Counsel with necessary records and information for the members of the  
6 Class. Defendant produced a sample consisting of pay records and time records for the  
7 Class Members for the entire Class Period. Defendant also produced Defendant's  
8 relevant employment policies, including compensation policies and timekeeping  
9 policies. Plaintiffs analyzed the data with the help of an expert and prepared and  
10 submitted a mediation brief to Mediator Kyriacou. The Parties were unable to reach  
11 an agreement to settle the Action, at which point Mediator Kyriacou made a mediator's  
12 proposal, which was accepted by the Parties. The Parties documented the agreement  
13 in the form of a Memorandum of Understanding. The Parties then prepared the full  
14 Agreement which was signed by the Parties and received preliminary approval from  
15 the Court by Order dated September 17, 2021.
- 16 c. The Order dated September 17, 2021 preliminarily approved the Class Settlement  
17 contained in the Agreement as fair, reasonable and adequate.
- 18 d. Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate.  
19 In my judgment as experienced Class Counsel, this Settlement should be finally  
20 approved.

21 **13. The Outcome of this Case would Have Been Uncertain and Fraught with Risks**

- 22 a. Here, a number of defenses asserted by Defendant presented serious threats to the  
23 claims of the Plaintiffs and the other Class Members. Defendant asserted that the  
24 employment practices complied with all applicable Labor Laws. Defendant argued  
25 that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012)  
26 weakened, if not eliminated, Plaintiff's claims, on liability, value, and class  
27 certifiability as to the meal and rest period claims. A major component of the damages  
28 alleged to have been suffered by the Class Members are attributed to missed meal and  
rest breaks. Before and during the mediation, Defendant aggressively argued that

1 Defendant's policies and culture afforded the Class Members an opportunity to take  
2 timely meal and rest breaks, and that employees like the Plaintiffs *chose* not to take  
3 compliant breaks. Defendant argued, therefore, that under the *Brinker* decision it has  
4 no liability for the missed breaks whatsoever. Defendant argued that it adopted and  
5 strictly enforced lawful policies, afforded Plaintiff and the Class Members compliant  
6 meal and rest breaks, and had a system in place to pay premiums when breaks were  
7 missed, short or untimely. Finally, the court may find remitter/reduction of the  
8 statutory damages appropriate. See e.g. *Klingensmith v. Max & Erma's Restaurants,*  
9 *Inc.*, 2007 U.S. Dist. LEXIS 81029, 2007 WL 3118505, at \*5 (E.D. Pa. 2007).  
10 Defendant also argued that it was not required to include the housing and meals and  
11 incidental per diems in its traveling employees' regular rate of pay because it pegged  
12 those per diems to the number of hours/shifts worked – a defense upheld by some  
13 courts. See *Clarke v. AMN Servs., LLC* (C.D. Cal. 2018) 2018 U.S. Dist. LEXIS  
14 162330, revd. and remanded (9th Cir. 2021) 987 F.3d 848. If successful, these  
15 defenses could eliminate or substantially reduce any recovery to the Class. While  
16 Plaintiff believes that these defenses, and others, could be overcome, Defendant  
17 maintains these defenses have merit and therefore present a serious risk to recovery for  
18 the Class.

- 19 b. There was also a significant risk that, if the Action was not settled, Plaintiff would be  
20 unable to obtain class certification and thereby not recover on behalf of any employee  
21 other than themselves. Defendant argued that the individual experience of each  
22 employee varied with respect to the alleged claims. While other cases have approved  
23 class certification of wage and hour claims, class certification in this action would have  
24 been hotly disputed and was by no means a foregone conclusion. Finally, even if class  
25 certification was successful, as demonstrated by the California Supreme Court decision  
26 in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant  
27 hurdles to overcome for a class-wide recovery even where the class has been certified.  
28

- c. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate and trying the Action against Defendant through possible appeals which even if successful could take several years. Class Counsel have also taken into account the uncertain outcome and risk of litigation, especially in complex actions such as this Action. Class Counsel are also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. As demonstrated by the decision in *Duran*, the complexities and duration of further litigation cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of an adverse judgment. A post-judgment appeal by Defendant would have required many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more years in the future. Moreover, post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and Class Counsel believe that the Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class Members.
- d. In sum, the Settlement is a fair and reasonable result, and provides the Class with a significant recovery, particularly when viewed in light of the fact that Defendant asserted serious and substantial defenses both to liability and to class certification. Given the complexities of this case, the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair, reasonable and adequate, and should be finally approved.
- e. It is impossible to predict with certainty whether, under the facts of this case, Plaintiff would prevail against the Defendant's factual and legal defenses. While Plaintiff and Class Counsel believe in the merits of the claims, Defendant has asserted real and

substantial defenses to these claims and to class certification. Settlement in this case clearly benefits the Class when measuring the strengths of Plaintiff's case and the risk of establishing class wide liability and damages.

**14. The Result Achieved by this Litigation and Settlement**

a. The Settlement in this case is fair, reasonable and adequate. As detailed during preliminary approval, the Gross Settlement Amount compares favorably to the value of the claims. Class Members will receive immediate and certain payments of considerable amounts under the Settlement. Currently, the overall maximum and average Participating Class Member allocations are estimated to be \$3,319.40 and \$476.67 respectively. Additionally, the overall maximum and average PAGA Member allocations are estimated to be \$25.58 and \$4.88 respectively. (Decl. Islas at ¶ 14).

b. Faced with the serious doubts as to recovery, the Settlement of approximately \$350,000 represents almost 23.5% of the value of the maximum actual damages at issue. Furthermore, the Settlement represents almost 19% of the maximum combination of damages and penalties to the Class, assuming all of these amounts could be proved at trial.

15. Plaintiff used Berger Consulting to analyze the data and determine the potential damages for the employees. Plaintiffs estimate that Defendant was subject to maximum liability for damages in the amount of \$1,488,904.68 consisting of \$559,318.68 for underpaid overtime, and \$929,586 for meal and rest break periods. In addition, Plaintiff calculated that Defendant could be liable for \$339,700 for wage statement penalties.<sup>3</sup> Finally, Plaintiffs' expert

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<sup>3</sup> While Plaintiff alleged claims for statutory penalties, he recognizes that this claim is subject to various defenses asserted by Defendant, including, but not limited to, a good faith dispute defense as to whether Defendant, as a staffing agency, is governed by Labor Code Section 201.3, instead of Section 203, which, if proven, would significantly limit the amount of damages owed to the California Class. Moreover, Plaintiff's claims pursuant to Labor Code Section 226 and various PAGA penalties are also subject to a good faith defense as to whether any premium wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiff and the Class were properly compensated. *See Reber v. AIMCO/Bethesda Holdings, Inc.*, 2008 WL 4384147, at \*9 (C.D. Cal. Aug. 25, 2008) (granting defendant's motion for summary judgment on claim for failure to provide accurate itemized wage statements "because a good faith dispute exists... [therefore, defendant] was not 'knowing and intentional' in failing to provide [Section 226] statements"); *see also Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010)

1 calculated that Defendant could be liable for PAGA penalties in an amount of \$2,325,100.<sup>4</sup>  
2 Consequently, the Settlement of approximately \$350,000 represents more than 23.5% of the  
3 value of the maximum actual damages at issue. Furthermore, the Settlement represents more  
4 than 19% of the maximum combination of damages and penalties to the Class, assuming all of  
5 these amounts could be proved at trial.

6 **i. Overtime Wages** - The allegation of unpaid overtime wages in this case is based  
7 on a theory that Defendant miscalculated the overtime rate by failing to include  
8 housing and meals and incidentals per diems in employees' regular rate of pay.  
9 According to the data received and assumptions made based on conversations  
10 with the Plaintiffs, the potential damages were estimated to be \$559,316.68.

11 **a. Meal and Rest Period Damages** – Meal and rest break premiums were calculated  
12 as 1 hour of wages for each violation. Plaintiffs calculated the potential maximum  
13 value of the meal and rest break damages to be \$929,586. The allegation of unpaid  
14 meal break and rest break premiums in this case is based on a theory that Class  
15 Members were unable to take a compliant break on a consistent basis, once per

16 (“There is no willful failure to pay wages if the employer and employee have a good faith dispute  
17 as to whether and when the wages were due.”). Additionally, there is serious doubt as to whether  
18 violations of the meal/rest period regulations, which require payment of a “premium wage” for  
19 each improper meal period, give rise to claims under sections 203 and 226. *See Ling v. P.F.*  
20 *Chang’s China Bistro, Inc.*, 245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon*  
21 *Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336 (2018). This issue was decided in *Naranjo v.*  
22 *Spectrum Sec. Servs., Inc.*, 40 Cal. App. 5th 444, 474, (Ct. App. 2019), which held that actions for  
23 meal break and rest break premiums “do not entitle employees to pursue the derivative penalties  
24 in sections 203 and 226.”

25 <sup>4</sup> Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by  
26 Defendant, including that Class Members may not be able to recover subsequent penalties until, at  
27 a minimum, Plaintiff provided PAGA notice. *See Amaral v. Cintas Corp.*, 163 Cal. App. 4th  
28 1157, 1209 (2008) (“Until the employer has been notified that it is violating a Labor Code  
provision (whether or not the commissioner or court chooses to impose penalties), the employer  
cannot be presumed to be aware that its continuing underpayment of employees is a “violation”  
subject to penalties.”). In addition, Plaintiff recognizes that PAGA claims bear some risk. *See*  
*Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018). In *Carrington*, while the plaintiff  
prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount  
by 90%, citing the employer's good faith attempt at complying with the law. *Id.* at 517. Upon  
review, the Court of Appeal found such reduction to be proper. *Id.* at 539. Again, the *Carrington*  
decision was after Plaintiff actually prevailed at trial, and even then, the PAGA penalties were  
reduced by 90%.

1 week. Defendant presented significant defenses to this claim, as discussed in  
2 detail above.

3 **b. Waiting Time Penalties** - Waiting time penalties were not included in the  
4 calculation. Defendant, as a staffing agency, is governed by Section 201.3 instead  
5 of the Section 203, and separated employees were not entitled to Section 203  
6 penalties as a result. Moreover, the California Supreme Court in *Kirby v. Immoos*  
7 *Fire Protection, Inc.*, 53 Cal. 4th 1244 (2012), held that meal and rest break  
8 violations are not tied to the nonpayment of wages, and therefore do not give rise  
9 to penalties under Section 203. (See also *Naranjo v. Spectrum Sec. Servs., Inc.*, 40  
10 Cal. App. 5th 444, 474, (Ct. App. 2019).

11 **c. Wage Statement Penalties** - Wage statement penalties were calculated pursuant  
12 to California Labor Code Section 226(e) as \$50 per employee per pay period with  
13 a violation, subject to a \$4,000 maximum penalty per employee. The result was an  
14 estimated maximum wage statement penalty claim in the amount of \$339,700. It  
15 is important to note that the California Court of Appeals in *Maldonado v. Epsilon*  
16 *Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018), recently held that liability under  
17 Section 226 cannot be derivative. In other words, the court held that Plaintiff  
18 cannot recover penalties under Section 226 based on Plaintiff's allegations that the  
19 Defendant violated other Labor Code sections that affected the accuracy of the  
20 wage statements. Because Plaintiff's Section 226 claim here is partly based on  
21 Defendant's meal break and rest break violations, and Defendant's failure to  
22 include the meal and rest break premiums on the Class Members' wage  
23 statements, Plaintiffs' claim could be construed as derivative. It is possible that  
24 Plaintiff's claim would be subject to the *Maldonado* decision, resulting in a  
25 significant reduction in its value.

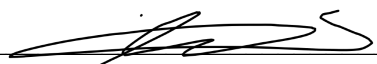
26 **ii. PAGA Penalties** - PAGA penalty calculations are highly variable. Class Counsel  
27 is unaware of any PAGA judgment in which substantial PAGA penalties were  
28 awarded at the full statutory rate. Rather, PAGA judgments have typically

1 decreased the amount of the per violation penalty to a fraction of the statutory  
2 amount. Without reducing or mitigating the PAGA penalties, Plaintiff calculated  
3 that the potential PAGA penalties at the maximum rate of \$2,325,100. These  
4 PAGA penalty amounts were duplicative and were likely not awardable at the  
5 maximum rate. In addition to the defenses presented by Defendant, as detailed  
6 above, there is another basis for concluding that the Settlement is reasonable even  
7 with PAGA penalties in this amount. Specifically, PAGA penalty claims are  
8 routinely settled at a small fraction of the potential penalties. For example, Judge  
9 Nelson in *Price v. Uber Technologies*, (Los Angeles Superior Court case no.  
10 BC554512), recently approved a PAGA settlement of \$7.75 million for 1.5  
11 million drivers where the maximum PAGA liability was \$151 billion. Thus, the  
12 PAGA penalties were settled for 0.005% of the PAGA liability. Notably, this was  
13 the largest PAGA settlement in the 15-year history of PAGA. So, while PAGA  
14 penalty figures may be inflated to significant numbers, realistic settlements of  
15 PAGA claims result in a settlement amount of less than 1% of the PAGA liability.

16 **16. Notice to LWDA.** On November 17, 2021 at the time this motion was submitted for filing, I  
17 submitted a copy of the fully executed settlement agreement to the LWDA through their  
18 online filing system, and received an email confirming the submission of the proposed  
19 settlement (See Exhibit 3).

20 **17.** Given the uncertainty of litigation and the value of the claims alleged, the Settlement amount  
21 of \$350,000 is certainly reasonable, and the goal of this litigation has clearly been met.

22  
23 I declare under penalty of perjury under the laws of the State of California that the  
24 foregoing is true and correct. Executed this 17th day of November 2021, at San Diego,  
25 California.

26  
27 By:   
28 Shani O. Zakay

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**EXHIBIT 1**

**Zakay Law Group, APC**  
**3990 Old Town Ave. Suite C204**  
**San Diego, California 92110**  
**Telephone: (619) 255-9047**  
**Fax: (858) 404-9203**

**1. Firm Practice Areas:**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

**2. Attorney Shani O. Zakay Biography:**

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)  
United States District Court of California (all courts)  
United States District Court of Indiana for the Northern District  
United States Court of Appeals for the 9<sup>th</sup> Circuit

• **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA  
Founder, April 2018

**SILLDORF LAW, LLP**, San Diego, CA (now known as Berding & Weil)  
Partner, January 2012 – March 2018

• **EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

*Honors:* Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

*Activities:* Associate Editor, *California Western Law Review*  
Legal Skills Honor Instructor for Professor Leslie Culver  
Vice President, Jewish Student Union

**SAN DIEGO STATE UNIVERSITY**, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

*Honors:* Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA  
Spring 2016, 2018  
Moot Court Judge

**COMMUNITY LAW PROJECT**, San Diego, CA  
October 2018 – Present  
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)  
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

**ZAKAY LAW GROUP, APLC**, San Diego, CA  
Associate, January 2021 - present

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**, San Diego, CA  
Associate, November 2019 – September 2020

- **EDUCATION**

**CALIFORNIA WESTERN SCHOOL OF LAW**, San Diego, CA  
Juris Doctor, April 2019

*Honors:* Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

*Activities:* Senior Editor, *California Western Law Review*  
President, Asian Pacific American Law Students Association

**UNIVERSITY OF CALIFORNIA, RIVERSIDE**, Riverside, CA  
Bachelor of Arts: Political Science, English Literature, June 2015  
*Honors:* Dean's List

**4. Class Action & Representative Cases:**

**1. Hubscher v. Bodyspirit, LLC**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Diego                                |
| <b>Case No.</b> | 37-2016-00021261-CU-OE-CTL               |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**2. Henry v. InMotion Entertainment Group, LLC**

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| <b>Court</b>    | San Francisco                                               |
| <b>Case No.</b> | CGC-18-565643                                               |
| <b>Nature</b>   | Meal/Rest Break claims and overtime and regular rate claims |
| <b>Status</b>   | Settled                                                     |

**3. Moore v. Zirx Transportation**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Francisco                            |
| <b>Case No.</b> | CGC-18-566655                            |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**4. Pasallo v. GSG Protective Services**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2018-00037611-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Break claims     |
| <b>Status</b>   | Settled                    |

**5. Villaroman v. C.C.H.C.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Orange County              |
| <b>Case No.</b> | 30-2018-01013128-CU-OE-CXC |
| <b>Nature</b>   | Meal/Rest Break claims     |
| <b>Status</b>   | Settled                    |

**6. Flores v. Plastic Express**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | BC719071                                |
| <b>Nature</b>   | Meal/Rest Break and minimum wage claims |
| <b>Status</b>   | Settled                                 |

**7. Tressler v. Spoonful Management**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Los Angeles            |
| <b>Case No.</b> | BC719405               |
| <b>Nature</b>   | Meal/Rest Break claims |
| <b>Status</b>   | Settled                |

**8. Leymaster v. Toms Sierra Company, Inc.**

|                 |                                                             |
|-----------------|-------------------------------------------------------------|
| <b>Court</b>    | Placer                                                      |
| <b>Case No.</b> | SCV0041735                                                  |
| <b>Nature</b>   | Meal/Rest Break claims and overtime and regular rate claims |
| <b>Status</b>   | Settled                                                     |

**9. Murphy v. Rockler Retailer Group, Inc.**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | Sacramento                                                |
| <b>Case No.</b> | 34-2018-00241374                                          |
| <b>Nature</b>   | Overtime and regular rate claims and wrongful termination |
| <b>Status</b>   | Settled                                                   |

**10. Bruemmer v. Tempur Retail Stores, LLC.**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | Marin                                                     |
| <b>Case No.</b> | CIV1803646                                                |
| <b>Nature</b>   | Overtime and regular rate claims and wrongful termination |
| <b>Status</b>   | Settled                                                   |

**11. Christina Cummings v. G6 Hospitality, LLC**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | San Diego                                                 |
| <b>Case No.</b> | 37-2018-00056207-CU-OE-CTL<br>19CV122 GPC LL              |
| <b>Nature</b>   | Overtime and Minimum Wage claims and Meal and Rest Breaks |
| <b>Status</b>   | Settled                                                   |

**12. Nicolai Laguatan v. Prevent LSS**

|                 |                                                           |
|-----------------|-----------------------------------------------------------|
| <b>Court</b>    | San Diego                                                 |
| <b>Case No.</b> | 37-2018-00057434-CU-OE-CTL                                |
| <b>Nature</b>   | Overtime and Minimum Wage claims and Meal and Rest Breaks |
| <b>Status</b>   | Settled                                                   |

**13. Lisa Ramirez v. Carefusion Resources, LLC**

|                 |                                                     |
|-----------------|-----------------------------------------------------|
| <b>Court</b>    | San Diego                                           |
| <b>Case No.</b> | 37-2018-00058078-CU-OE-CTL<br>3:18-CV-02852-BEN-MSB |
| <b>Nature</b>   | Overtime and Meal and Rest Breaks                   |
| <b>Status</b>   | Settled                                             |

**14. Charles Ornelas v. C&A Transportation Services**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Diego                               |
| <b>Case No.</b> | 37-2018-00061289-CU-OE-CTL              |
| <b>Nature</b>   | Minimum Wage and Meal/Rest Break claims |
| <b>Status</b>   | Settled                                 |

**15. Luz Marin v. California Marine Cleaning**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2018-00063483-CU-OE-CTL |
| <b>Nature</b>   | Meal Break claims          |
| <b>Status</b>   | Settled                    |

**16. Christian Van Cleave v. Sunrise Senior Living Management**

|                 |                                               |
|-----------------|-----------------------------------------------|
| <b>Court</b>    | San Diego                                     |
| <b>Case No.</b> | 37-2018-00061960-CU-OE-CTL<br>19CV0044BEN NLS |
| <b>Nature</b>   | Regular rate and meal premium miscalculation  |
| <b>Status</b>   | Settled                                       |

**17. Heather McIntyre v. JRR Enterprises**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Sacramento                         |
| <b>Case No.</b> | 34-2019-00251220                   |
| <b>Nature</b>   | Overtime and Meal and Rest Periods |
| <b>Status</b>   | Settled                            |

**18. Lori Phipps v. Soapy Joe's**

|                 |                                       |
|-----------------|---------------------------------------|
| <b>Court</b>    | San Diego                             |
| <b>Case No.</b> | 37-2019-00017673-CU-OE-CTL            |
| <b>Nature</b>   | Tip Polling and Meal and Rest Periods |
| <b>Status</b>   | Settled                               |

**19. Heather Broughton v. NFG San Francisco, LLC**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | San Francisco        |
| <b>Case No.</b> | CGC-19-574657        |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | Settled              |

**20. Marcos Antonios v. Interface Rehab, LLC**

|                 |                                                    |
|-----------------|----------------------------------------------------|
| <b>Court</b>    | Orange County                                      |
| <b>Case No.</b> | 30-2019-01067547-CU-OE-CXC                         |
| <b>Nature</b>   | Meal and Rest Breaks and Reporting Time Violations |
| <b>Status</b>   | Settled                                            |

**21. Tiffany Rodriguez v. Circle K**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Riverside                                |
| <b>Case No.</b> | RIC 1901407<br>5:19-cv-00469             |
| <b>Nature</b>   | Overtime Wage and Meal/Rest Break claims |
| <b>Status</b>   | Settled                                  |

**22. Derik Scott et al. v. Ultimate Performance**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | Los Angeles               |
| <b>Case No.</b> | 19STCV22823               |
| <b>Nature</b>   | Piece Rate Pay violations |
| <b>Status</b>   | Settled                   |

**23. Raymond Frazier v. Asa Carlton**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00036147-CU-OE-CTL |
| <b>Nature</b>   | Overtime Wages             |
| <b>Status</b>   | Settled                    |

**24. John Moreno v. Da Kitchen**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Diego                                |
| <b>Case No.</b> | 37-2019-00024885-CU-OE-CTL               |
| <b>Nature</b>   | Overtime Wage and Meal/Rest Break claims |
| <b>Status</b>   | Settled                                  |

**25. Penny Lane v. International Aero Clubs, LLC**

|                 |                                                      |
|-----------------|------------------------------------------------------|
| <b>Court</b>    | San Diego                                            |
| <b>Case No.</b> | 37-2019-00021793-CU-OE-CTL                           |
| <b>Nature</b>   | Meal and Rest Breaks and Regular Rate Miscalculation |
| <b>Status</b>   | Settled                                              |

**26. Amber Price v. DMSD Restaurants**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | San Diego                      |
| <b>Case No.</b> | 37-2019-00024062-CU-OE-CTL     |
| <b>Nature</b>   | Meal and Rest Break violations |
| <b>Status</b>   | Settled                        |

**27. Jamaal Johnson v. Volt Management Corp**

|                 |                               |
|-----------------|-------------------------------|
| <b>Court</b>    | Los Angeles                   |
| <b>Case No.</b> | 19STCV16466                   |
| <b>Nature</b>   | On Duty Meal Break violations |
| <b>Status</b>   | Settled                       |

**28. Ezzat Menias v. All American Private Security**

|                 |                               |
|-----------------|-------------------------------|
| <b>Court</b>    | Orange County                 |
| <b>Case No.</b> | 30-2019-01085120-CU-OE-CXC    |
| <b>Nature</b>   | On Duty Meal Break violations |
| <b>Status</b>   | Settled                       |

**29. Mark Connor v. Ascendant Marketing**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00026864-CU-OE-CTL |
| <b>Nature</b>   | Minimum Wage violations    |
| <b>Status</b>   | Settled                    |

**30. Niki Nunez v. Home Depot**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | San Joaquin               |
| <b>Case No.</b> | STK-CV-406-2019-6656      |
| <b>Nature</b>   | Overtime Wages violations |
| <b>Status</b>   | Settled                   |

**31. Alma Salazar v. Frontier Toyota**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | Los Angeles           |
| <b>Case No.</b> | 19STCV20382           |
| <b>Nature</b>   | Rest Break violations |
| <b>Status</b>   | Settled               |

**32. Josefina Garces v. Kar Auction Services**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | Los Angeles           |
| <b>Case No.</b> | 19STCV28489           |
| <b>Nature</b>   | Rest Break violations |
| <b>Status</b>   | Settled               |

**33. Madison Weiss v. Niznik Behavior**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | San Diego                      |
| <b>Case No.</b> | 37-2019-00039441-CU-OE-CTL     |
| <b>Nature</b>   | Meal and Rest Break violations |
| <b>Status</b>   | Settled                        |

**34. Jimmy Mack v. ERM Enterprises**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | Sacramento                     |
| <b>Case No.</b> | 2019-00262259                  |
| <b>Nature</b>   | Meal and Rest Break violations |
| <b>Status</b>   | Settled                        |

**35. Josefina Garces v. DriverDo**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Los Angeles                              |
| <b>Case No.</b> | 19STCV32773                              |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | In Litigation                            |

**36. Perseus Porras v. Tantalum Restaurant**

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | Los Angeles                            |
| <b>Case No.</b> | 19STCV31015                            |
| <b>Nature</b>   | Unpaid Wages + Missed Meal/Rest Breaks |
| <b>Status</b>   | Settled                                |

**37. Dorcena Deutsch v. Scripps**

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | San Diego                              |
| <b>Case No.</b> | 37-2019-00036333-CU-OE-CTL             |
| <b>Nature</b>   | Regular Rate Miscalculation for Nurses |
| <b>Status</b>   | Settled                                |

**38. Josalyn O'Quinn v. Laugh Factory**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 19STCV28155                             |
| <b>Nature</b>   | Regular Rate Miscalculation, Wage Theft |
| <b>Status</b>   | In Litigation                           |

**39. Nicholas Leon v. Miller Event Management**

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | San Luis Obispo                        |
| <b>Case No.</b> | 19CV-0435                              |
| <b>Nature</b>   | Meal/Rest Breaks, Reporting Time, 2802 |
| <b>Status</b>   | Settled                                |

**40. Aaris Watts v. TRL Systems**

|                 |                                  |
|-----------------|----------------------------------|
| <b>Court</b>    | Orange County                    |
| <b>Case No.</b> | 30-2019-01102457-CU-OE-CXC       |
| <b>Nature</b>   | Meal/Rest Breaks, Reporting Time |
| <b>Status</b>   | In Litigation                    |

**41. Faith Smith v. Island Pizza**

|                 |                             |
|-----------------|-----------------------------|
| <b>Court</b>    | Contra Costa                |
| <b>Case No.</b> | MSC19-01654                 |
| <b>Nature</b>   | Meal/Rest Breaks, 226, 2802 |
| <b>Status</b>   | Settled                     |

**42. Johnathan Roa v. Otay Mesa Sales**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2019-00057735-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Breaks, 226      |
| <b>Status</b>   | In Litigation              |

**43. Sabrina Iyon v. Sinclair Television of California**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Humboldt      |
| <b>Case No.</b> | DR190699      |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | In Litigation |

**44. Jonathan Mitchell v. Mack Trucking**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Bernardino                           |
| <b>Case No.</b> | CIVDS1928334                             |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | In Litigation                            |

**45. Curtis Edwards v. Resolve Group**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | San Francisco             |
| <b>Case No.</b> | CGC-19-579095             |
| <b>Nature</b>   | Meal & Rest Breaks + 2802 |
| <b>Status</b>   | In Litigation             |

**46. Elena Kiseleva v. TotalMed Staffing, Inc**

|                 |                                 |
|-----------------|---------------------------------|
| <b>Court</b>    | Santa Clara                     |
| <b>Case No.</b> | 19CV354635                      |
| <b>Nature</b>   | Overtime + Meal and Rest Breaks |
| <b>Status</b>   | Settled                         |

**47. Richard Jer Vang v. Bridge Property Management**

|               |                                           |
|---------------|-------------------------------------------|
| <b>Court</b>  | Alameda                                   |
| <b>Judge</b>  | Winfred Smith                             |
| <b>Nature</b> | Off the clock work, regular rate miscalc. |
| <b>Status</b> | Settled                                   |

**48. Madison Marrero v. Stat Med**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Alameda                            |
| <b>Case No.</b> | HG19043214                         |
| <b>Nature</b>   | Unpaid Overtime + Meal/Rest Breaks |
| <b>Status</b>   | In Litigation                      |

**49. Brian Reyes v. Stowasser Buick-GMC**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 19CV06183     |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | Settled       |

**50. Erik Foss v. Anderson Hospitality, Inc.**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Shasta                             |
| <b>Case No.</b> | 195317                             |
| <b>OPC</b>      | Wood Smith – Andrew Kleiner        |
| <b>Nature</b>   | Meal and Rest Breaks, Regular Rate |
| <b>Status</b>   | In Litigation                      |

**51. Griselda Duran v. EmployBridge**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Kern              |
| <b>Case No.</b> | BCV-20-101583     |
| <b>Nature</b>   | Regular Rate, 226 |
| <b>Status</b>   | In Litigation     |

**52. Luis Rendon v. Healthcare Investments, Inc.**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | Los Angeles          |
| <b>Case No.</b> | 20STCV39775          |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | In Litigation        |

**53. Richard Melead v. TVI, Inc.**

|                 |                             |
|-----------------|-----------------------------|
| <b>Court</b>    | Orange                      |
| <b>Case No.</b> | 30-2020-01140887-CU-OE-CXC  |
| <b>Nature</b>   | Regular Rate, 226 (Magadia) |
| <b>Status</b>   | In Litigation               |

**54. David Spencer v. Asset Gas, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00024642-CU-OE-CTL |
| <b>Nature</b>   | Meal and Rest Breaks       |
| <b>Status</b>   | Settled                    |

**55. Thomas Haven v. California Vocations, Inc.**

|                 |                                     |
|-----------------|-------------------------------------|
| <b>Court</b>    | Butte                               |
| <b>Case No.</b> | 20CV01514                           |
| <b>Nature</b>   | Regular Rate + Meal and Rest Breaks |
| <b>Status</b>   | In Litigation                       |

**56. Estefania Renteria v. Love's Country**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Kern          |
| <b>Case No.</b> | BCV-20-101260 |
| <b>Nature</b>   | 226           |
| <b>Status</b>   | In Litigation |

**57. Rachel Latin v. OneMain General Services Corp.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Stanislaus     |
| <b>Case No.</b> | CV-20-002498   |
| <b>Nature</b>   | Dart + Magadia |
| <b>Status</b>   | In Litigation  |

**58. Kalaina Dula v. 2 Kings Gaming, Inc.**

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | Merced               |
| <b>Case No.</b> | #20CV-02289          |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | In Litigation        |

**59. Jie Xu v. HT Multinational**

|                 |                          |
|-----------------|--------------------------|
| <b>Court</b>    | San Bernardino           |
| <b>Case No.</b> | CIV-DS2015679            |
| <b>Nature</b>   | Exempt Misclassification |
| <b>Status</b>   | In Litigation            |

**60. Yvette Molina v. Hawaiian Airlines**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | Los Angeles             |
| <b>Case No.</b> | 20STCV28079             |
| <b>Nature</b>   | Meal and Rest + Magadia |
| <b>Status</b>   | In Litigation           |

**61. Reinald Pillsbury v. T & T Restaurants CA**

|                 |                                 |
|-----------------|---------------------------------|
| <b>Court</b>    | Del Norte                       |
| <b>Case No.</b> | CVUJ-2020-1214                  |
| <b>Nature</b>   | Meal/Rest Breaks + Regular Rate |
| <b>Status</b>   | Settled                         |

**62. Luis de Jesus v. Guardian Angel Home Care**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00021049-CU-OE-CTL |
| <b>Nature</b>   | Piece-Rate                 |
| <b>Status</b>   | In Litigation              |

**63. Charles Sandlin v. Secure Nursing Services, Inc.**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Los Angeles  |
| <b>Case No.</b> | 20STCV25675  |
| <b>Nature</b>   | Regular Rate |
| <b>Status</b>   | Settled      |

**64. Gabriel Mendez v. Bondz, Inc.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2020-0007486 |
| <b>Nature</b>   | Piece-Rate              |
| <b>Status</b>   | In Litigation           |

**65. James Conley v. Siskiyou Forest Products**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Shasta                                  |
| <b>Case No.</b> | 195819                                  |
| <b>Nature</b>   | Regular Rate and Meal/Rest Breaks + 226 |
| <b>Status</b>   | In Litigation                           |

**66. Alex Castellanos v. Southwest Patrol**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00024905-CU-OE-CTL |
| <b>Nature</b>   | Augutus                    |
| <b>Status</b>   | In Litigation              |

**67. Damien Hampton v. Pegasus Investors**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Sacramento                 |
| <b>Case No.</b> | 34-2020-00281394-CU-BT-GDS |
| <b>Nature</b>   | Unlawful Housing           |
| <b>Status</b>   | In Litigation              |

**68. Tamara Perkins v. FSEI**

|              |            |
|--------------|------------|
| <b>Court</b> | Sacramento |
|--------------|------------|

|                 |                  |
|-----------------|------------------|
| <b>Case No.</b> | 34-2020-00287054 |
| <b>Nature</b>   | Regular Rate     |
| <b>Status</b>   | In Litigation    |

**69. Rodney Stovall v. Javelin Logistics Company**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Alameda            |
| <b>Case No.</b> | RG20075705         |
| <b>Nature</b>   | Meal / Rest Breaks |
| <b>Status</b>   | In Litigation      |

**70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | San Francisco         |
| <b>Case No.</b> | CGC-20-585787         |
| <b>Nature</b>   | Tip Pooling ; Magadia |
| <b>Status</b>   | In Litigation         |

**71. Elias Kaser v. Aviation Consultants, Inc.**

|                 |                                  |
|-----------------|----------------------------------|
| <b>Court</b>    | Orange County                    |
| <b>Case No.</b> |                                  |
| <b>Nature</b>   | Meal / Rest Breaks, Regular Rate |
| <b>Status</b>   | Settled                          |

**72. Christopher Chacon v. Panda Motors, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIV DS2022220  |
| <b>Nature</b>   | Regular Rate   |
| <b>Status</b>   | In Litigation  |

**73. Willie Lang v. Pathways**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2019-00049969 |
| <b>Nature</b>   | Off the Clock    |
| <b>Status</b>   | In Litigation    |

**74. Norma Reyes v. Simpson Garden Grove, Inc.**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | Orange                    |
| <b>Case No.</b> | 30-2020-0117564-CU-OE-CJC |
| <b>Nature</b>   | Meal / Rest Breaks        |
| <b>Status</b>   | Settled                   |

**75. Daniel Jacobs v. Rush Media Company**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Los Angeles                              |
| <b>Case No.</b> | 20STCV32350                              |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | In Litigation                            |

**76. Luis Ledesma v. TVJ Sons I, Inc.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 20CV03573     |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | In Litigation |

**77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Los Angeles        |
| <b>Case No.</b> |                    |
| <b>Nature</b>   | Off the clock work |
| <b>Status</b>   | Settled            |

**78. Hector Avitia v. LAZ Parking**

|                |                            |
|----------------|----------------------------|
| <b>Court</b>   | San Diego                  |
| <b>Case No</b> | 37-2020-00030133-CU-OE-CTL |
| <b>Nature</b>  | Magadia + Augustus         |
| <b>Status</b>  | In Litigation              |

**79. Sukhraj Kaur v. ACES 2020, LLC**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Contra Costa           |
| <b>Case No.</b> | C20-02482              |
| <b>Nature</b>   | Meal/Rest Breaks, 2802 |
| <b>Status</b>   | In Litigation          |

**80. Boaventura v. Rei Do Gado**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Contra Costa               |
| <b>Case No.</b> | 37-2020-00032342-CU-OE-CTL |
| <b>Nature</b>   | Meal/Rest Breaks, 2802     |
| <b>Status</b>   | In Litigation              |

**81. James Rachal v. ELG Metals, Inc.**

|                 |                                |
|-----------------|--------------------------------|
| <b>Court</b>    | Los Angeles                    |
| <b>Case No.</b> | 20STCV45861                    |
| <b>Nature</b>   | Meal/Rest Breaks, Regular Rate |
| <b>Status</b>   | In Litigation                  |

**82. Evelyn Nwansi v. Princeton Healthcare Center, LLC**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | RG20083664                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

**83. Michael Ashlock v. Advantis Medical Staffing**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00022305-CU-OE-CTL |
| <b>Nature</b>   | Regular Rate               |
| <b>Status</b>   | Settled                    |

**84. Moe Popal v. Ameriprise Auto & Home Insurance**

|                 |                                     |
|-----------------|-------------------------------------|
| <b>Court</b>    | Riverside                           |
| <b>Case No.</b> | RIC2000006                          |
| <b>Nature</b>   | Exempt/Non-Exempt Misclassification |
| <b>Status</b>   | Settled                             |

**85. Mark Williams v. Web to Door**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | San Francisco                      |
| <b>Case No.</b> |                                    |
| <b>Nature</b>   | Meal and Rest Break + Regular Rate |
| <b>Status</b>   | In Litigation                      |

**86. Jessica Barackman v. Teaz N Pleaz, Inc.**

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | El Dorado                 |
| <b>Case No.</b> | SC20200179                |
| <b>Nature</b>   | Meal/Rest Breaks, Seating |
| <b>Status</b>   | In Litigation             |

**87. Nicolas Neutall v. Urban Alchemy**

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | San Francisco                     |
| <b>Case No.</b> | CGC-20-588622                     |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | In Litigation                     |

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**EXHIBIT 2**

## AMENDED CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Charles P. Sandlin III (“Plaintiff”), individually and as a representative of the Class as defined below and on behalf of all others similarly situated, and defendant Secure Nursing Service, Inc. (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

### I. DEFINITIONS

In addition to other terms defined in this Agreement, the capitalized terms below have the following meaning in this Agreement:

- A. “Action” means the lawsuit and Complaint that was filed in California state court and any amendments thereto, which is currently captioned *Sandlin, et al., v. Secure Nursing Service, Inc.*, Case No. 20STCV25675 pending in Superior Court of the State of California, County of Los Angeles.
- B. “Class” and “Class Members” mean all individuals who worked for Defendant Secure Nursing Service, Inc. as per-diem nurses and/or travel nurses, in California at any time during the Class Period.
- C. “Class Counsel” means Shani O. Zakay of Zakay Law Group, APLC and Jean-Claude Lapuyade of The JCL Law Firm, APC.
- D. “Class Counsel Fees Payment” means the amounts to be paid to Class Counsel as approved by the Court to compensate them for, respectively, their legal work in connection with this Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and “Class Counsel Litigation Expenses Payment” means the amount awarded by the Court to pay Class Counsel for all litigation expenses billed in connection with this Action. Class Counsel Fees Payment shall be divided between Class Counsel as follows: 50% to Zakay Law Group, APLC, and 50% to The JCL Law Firm, APC.
- E. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; and the number of workweeks that he or she worked for Defendant and/or the Released Parties during the Class Period as a Class Member.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement of Class and Collective Action and Hearing Date for Final Court Approval as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.

- H. “Class Period” means the period of time from April 6, 2016 to the End Date. The End Date will be either May 1, 2021 or a date to be determined by the parties that accounts for no more than 16,500 workweeks since April 6, 2016 as set forth in Paragraph III(C)(2)(a)(6) of the Agreement.
- I. “Class Representative Service Payment” means the service payment made to Plaintiff in his capacity as a Class Representative in order to compensate him for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendant’s expenses in the event he was unsuccessful in the prosecution of the Action.
- J. “Court” means the Los Angeles County Superior Court.
- K. “Defendant’s Counsel” means Jeffrey Fuchsman of Ballard Rosenberg Golper & Savitt, LLP.
- L. “Effective Date” means the date by which all of the following have occurred:
- a. This Agreement is approved by the Court at the Final Approval Hearing; and
  - b. The Judgment becomes Final as defined in Section I(O) of this Agreement.
- M. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- N. “Final,” means the last of the following dates, as applicable:
- a. If Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
  - b. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.
- O. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- P. “Gross Settlement Amount” means Three Hundred and Fifty Thousand Dollars (\$350,000) to be paid by Defendant as provided by this Agreement. This amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments contemplated in this Agreement, excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- Q. “Judgment” means the Order Granting Final Approval of Class Action Settlement and Judgment entered by the Court materially in the form evidenced by Exhibit C to this Agreement and incorporated by reference into this Agreement.

- R. “LWDA” means the California Labor and Workforce Development Agency.
- S. “Net Settlement Amount” means the Gross Settlement Amount less the Court approved amounts for the Class Representative Service Payment, the Class Counsel Fees and Expenses Payment, the PAGA Payment, and the Settlement Administrator’s fees and expenses.
- T. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- U. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- V. “Per Diem Nurse Class” means all nurses employed by Defendant in California at any time during the Class Period who held the job title of a per-diem nurse.
- W. “Travel Nurse Class” means all nurses employed by Defendant in California at any time during the Class Period who held the job title of a travel nurse.
- X. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference in this Agreement.
- Y. “Released Parties” means Defendant, together with Defendant’s officers, shareholders, customers, directors, employees, agents, and all related parent, predecessor, successors, assigns, or affiliated entities.
- Z. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- AA. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- BB. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.
- CC. “PAGA Employees” means all individuals who worked for Defendant Secure Nursing Service, Inc. as Per Diem and/or Travel Nurses in California at any time during the PAGA Period.
- DD. “PAGA Period” means the period of time from February 5, 2020 to the End Date.
- EE. “Released PAGA Claims” are defined as the claims asserted by the PAGA Employees for alleged violations of the California Labor Code and IWC Wage Order provisions

identified in the PAGA notice sent to the LWDA and further identified in the operative complaint in the Action that are alleged to have occurred during the PAGA Period (“Released PAGA Claims”).

## II. RECITALS

- A. On July 7, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that Defendant:
1. Violated California Business and Professions Code § 17200 *et seq.*;
  2. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1
  3. Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*;
  4. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
  5. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
  6. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and
  7. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203.

Plaintiff sought to represent a putative class of non-exempt employees, including Per Diem and/or Travel Nurses, who worked for Defendant in California. Plaintiff’s Complaint alleged, *inter alia*, that Defendant failed to properly pay Plaintiff and Class Members minimum and overtime wages, failed to provide Plaintiff and Class Members with proper meal breaks and rest breaks, failed to provide Plaintiff and Class Members with complete and accurate wage statements, and failed to timely pay Plaintiff and Class Members all wages owed at the time of the termination of their employment.

- B. On September 4, 2020, Plaintiff filed a First Amended Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, asserting additional claims for:
1. Wrongful Termination in Violation of Public Policy; and
  2. Violation of Constitutional Right to Privacy.
- C. On April 12, 2021 Plaintiff filed a Second Amended Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, asserting an additional claim for violations of the Private Attorneys General Act (“PAGA”).
- D. On February 1, 2021, the Parties participated in an all-day mediation presided over by Gig Kyriacou, a respected mediator of wage and hour class actions. At the conclusion of the full-day mediation, the Parties had not reached an agreement for settlement. However, Mediator Kyriacou presented a mediator’s proposal to both Parties. After conferring with their clients, both Parties accepted the mediator’s proposal without modification. The

Parties' agreement was memorialized in a Memorandum of Understanding. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

- E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of a class and collective action for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class or collective action for any reason, and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

### **III. SETTLEMENT TERMS AND CONDITIONS**

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Three Hundred and Fifty Thousand Dollars (\$350,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant. Defendant will separately remit the employer's share of payroll taxes to the Settlement Administrator on the amount allocated to wages.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount within 15 days of the receipt of the Gross Settlement Amount from Defendant:
  - 1. **To Plaintiff:** In addition to his Settlement Share, the Plaintiff will apply to the Court for an award of not more than \$5,000 for Plaintiff as a Class Representative Service Payment. Defendant will not oppose a Class Representative Service Payment. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$5,000 for Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to Plaintiff with respect to his payment. Plaintiff shall be solely responsible for any tax obligations with respect to this payment.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than 1/3 of the Gross Settlement Amount (currently \$116,666.66) as their Class Counsel Fees Payment and an amount not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses. Defendant does not presently intend to oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court (but not more than 1/3 of the Gross Settlement Amount for fees and \$15,000 for costs, respectively) out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than 1/3 for fees and/or \$15,000 for costs, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees and Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of Class Counsel's fees and costs shall be made to Zakay Law Group, APC and the JCL Law Firm, APC by the Settlement Administrator in accordance with this Agreement.
  3. **PAGA Payment.** The Parties will seek approval from the Court for a "PAGA Payment" of \$8,000 out of the Gross Settlement Amount, which shall be allocated \$6,000 to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$2,000 for distribution to the PAGA Employees (the "Net PAGA Amount"). If the Court approves a PAGA Payment of less than \$8,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
  4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses incurred in the administration of this Settlement that are documented and approved by the Court in an amount not to exceed \$9,900.20 ("Settlement Administration Expenses"). To the extent the fees and expenses that are documented and approved by the Court are less than \$9,900.20 the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.
- C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:
1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.

2. **Net Settlement Allocation.** The Net Settlement Amount shall be allocated forty percent (40%) to the Per Diem Nurse Class (the “Net Per Diem Nurse Class Settlement Amount”) and sixty percent (60%) to the Travel Nurse Class (the “Net Travel Nurse Class Settlement Amount”) and will be distributed pursuant to Section III(C)(2)(a) below. The Net Settlement Amount allocation is fair to the Per Diem Nurse Class and Travel Nurse Class because Travel Nurse Class Members received more non-discretionary incentive compensation, giving rise to increased alleged damages resulting from the alleged miscalculation of overtime. Plaintiff was employed by Defendant and received non-discretionary incentive compensation like the Per Diem Nurse Class Members and the Travel Nurse Class Members.

a) **Calculation.** The Settlement Share for each Participating Class Member will be calculated as follows:

- i. With respect to the Per Diem Nurse Class by (a) dividing the Net Per Diem Nurse Class Settlement Amount by the total number of workweeks for all Participating Per Diem Nurse Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Per Diem Nurse Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the class worked at least one-day during any such workweek as a Per Diem Nurse.
- ii. With respect to the Travel Nurse Class by (a) dividing the Net Travel Nurse Class Settlement Amount by the total number of workweeks for all Participating Travel Nurse Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Travel Nurse Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the class worked at least one-day during any such workweek as a Travel Nurse.

3. **PAGA Penalties Calculation.** The value of each PAGA Employee’s PAGA Share will be based on the number of each PAGA Employee’s Workweeks during the PAGA Period. Specifically, 25% of the approved PAGA Payment allocated to the Net PAGA Amount will be divided by the total number of Workweeks worked by all PAGA Employees and then taking that number and multiplying it by the number of Workweeks worked by each respective PAGA Employee.

4. **Withholding.**

- a) Twenty percent (20%) of each Participating Class Member's Settlement Share is allocated towards 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 and shall be paid for from the Net Settlement Amount.
- b) Eighty percent (80%) of each Participating Class Member's Settlement Share is allocated towards settlement of claims for interest penalties allegedly due to employees (the "Non-Wage Portion"). Accordingly, the Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form 1099.
- c) One Hundred percent (100%) of each PAGA Employee's PAGA Share is in settlement of claims for civil penalties. Accordingly, the PAGA Employee's PAGA Share shall not be subject to wage withholdings, and shall be reported on IRS Form 1099 and shall be paid from the Gross Settlement Amount.

5. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares. However, Non-Participating Class Members will still receive their pro-rata PAGA Share if employed during the PAGA Period.

6. **Class Size Modification.** At mediation, Defendant represented that the class consists of an estimated total of 420 Class Members who collectively worked 15,000 workweeks during the Class Period. Defendant will provide a declaration under oath as to the number of Class Members and workweeks worked by the members of the Class during the Class Period prior to the filing of the motion for preliminary approval. If the number of workweeks during the Class Period exceed 16,500, then Plaintiff has the option to revoke the settlement unless either: (1) Defendant agrees to adjust the End Period of the Class Period to cover no more than 16,500 workweeks; or (2) Defendant agrees to increase the settlement pro rata based on the additional number of workweeks over 16,500. If Plaintiff revokes the Agreement, Plaintiff will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that Plaintiff exercises his right to void the Settlement. Plaintiff will notify Defendant's Counsel and the Court whether it is exercising this right to void no later than seven (7) days after the Settlement Administrator notifies the Parties of the total number of workweeks during the Class Period.

D. **Appointment of Settlement Administrator.** After obtaining a not-to-exceed quote from three different qualified settlement administrators, The Parties will ask the Court to appoint ILYM Group, an experienced wage and hour class action administrator, as the qualified

administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search on any Class Notice Packet returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; maintaining the Settlement Fund account in an interest-bearing account; issuing the checks to effectuate the payments due under the Settlement; sending one reminder notice to members of the Class reminding them to cash their settlement checks, providing periodic updates on the status of uncashed checks, issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

#### **E. Procedure for Approving Settlement.**

##### **1. Motion for Preliminary Approval of Settlement by the Court.**

- a) After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, or other documents necessary to implement the Settlement will be referred to the mediator, Gig Kyriacou, for resolution.
- b) At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.

- c) Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.
- 2. Notice to Class Members.** After the Court enters its Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
- a) No later than 14 calendar days after the Court enters its Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator with each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. The Settlement Administrator shall update addresses using the National Change of Address database. This information will otherwise remain confidential and will not be disclosed to anyone (including Class Counsel, Plaintiff, or any other Class Members) in order to protect the privacy rights of Class Members, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. The confidentiality of Class Data will not impede Class Counsel's ability to discharge its fiduciary duties.
  - b) Using best efforts to mail it as soon as possible, and in no event later than 14 calendar days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
  - c) If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than ten (10) calendar days from receipt of the returned packet, search for a more current address for the Class Member in the National Change of Address database and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to locate a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed upon job parameters, Court orders, and fee, as

agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches in the National Change of Address database for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d) As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e) Not later than 10 calendar days before the date by which the Plaintiff file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

**3. Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Objections to Class Counsel Fees and Expenses Payment; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and objections to Class Counsel's Fees and Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- a) **Objections to Settlement and Disputes as to Workweeks.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement and/or Class Counsel's Fees and Expense Payment must submit to the Settlement Administrator, not later than 45 days after the Settlement Administrator first mails the Class Notice Packets, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address, written objections to the Settlement setting forth the grounds for the objection. A Participating Class Member who fails to timely submit a written objection may still appear at the Final Approval hearing. A Participating Class Member who does not submit a written statement of objection in the manner and by the deadline specified above or appear at the Final Approval Hearing to object will

be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the settlement and/or Class Counsel's Fees and Expense Payment. Non Participating Class Members shall have no ability to comment on or object to the Settlement and/or Class Counsel's Fees and Expense Payment.

Each Class Member shall also have 45 calendar days from the date of the initial mailing of the Class Notice Packet, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back because of an incorrect address, in which to dispute the number of workweeks the Class Notice allocates to them during the Class Period. Any dispute as to this allocation shall be resolved by the Settlement Administrator. Any Notice of Dispute shall be directed to the Settlement Administrator.

- b) **Objections to Class Counsel Fees and Expense Payment.** Unless otherwise ordered by the Court, Class Counsel shall file their application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than the date the motion for final approval is to be filed, and the application will be scheduled to be heard by the Court at the Final Approval Hearing. The Class Notice will provide that Participating Class Members who wish to object to the Class Counsel's Fees and Expense Payment must do so as provided in paragraph III.E.3(a) above.
- c) **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator not later than 45 days after the Settlement Administrator first mails the Class Notice Packets, or 45 days after the Settlement Administrator re-mails the Class Notice Packets to Class Members whose first mailing came back undeliverable, a signed Election Not to Participate in Settlement. To be valid, an Election Not to Participate must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment. Defendant will remain free to contest any claim brought by the Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above will automatically become a Participating Class Member and be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement

shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement. However, any Class Member that submits a timely request for exclusion will still receive his/her pro PAGA Employee's PAGA Share only, but will not be bound by the Settlement Agreement otherwise, and will not be deemed to have released the Released Class Claims except Released PAGA Claims. The Notice will specifically explain that the Released PAGA Claims will be released whether or not a Class Member opts out in accordance with this paragraph.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims and Released PAGA Claims by the Participating Class Members set forth in this Agreement.

- d) **Report.** Not later than 10 calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members and all Non- Participating Class Members.

**4. Right of Parties to Reject Settlement.** If the Court does not approve the Settlement, the Parties will have the right, but not the obligation, to void the settlement and the Parties will have no further obligations under the Settlement. If seven and one-half percent (7.5%) or more of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant will have the right, but not the obligation, to void the Settlement and the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that Defendant exercises its right to void the Settlement. Defendant will notify Class Counsel and the Court whether it is exercising this right to void no later than seven (7) days after the Settlement Administrator notifies the Parties of the total number of valid Elections Not to Participate in Settlement it has received.

**5. No Solicitation of Objection or Election Not to Participate.** Neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

**6. Additional Briefing and Final Approval.**

- a) Class Counsel will file with the Court their application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date the Plaintiff files his

Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.

- b) No later than 16 court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses.
  - c) If any opposition is filed, then not later than seven (7) days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administrator's reasonable fees and expenses; and Plaintiff and Class Counsel may also file a reply in support of their motions for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
  - d) If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
  - e) Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting the Judgment on the administrator's website.
7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely object to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement

(including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

- 8. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
- 9. Timing of Provision of Settlement Shares and Other Payments.** Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within ten (10) calendar days of the Effective Date if no appeal is filed. If an appeal is filed, then Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within ten (10) days from the final disposition of the appeal. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will pay to Participating Class Members, their Settlement Shares; to Plaintiff, his Class Representative Service Payments; to Class Counsel, their Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment; to the LWDA, their LWDA Payment; and to the Settlement Administrator, its reasonable fees and expenses.
- 10. Uncashed Settlement Share Checks.** A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed to him or her. A Participating Class Member's cashing of a settlement check is considered the Participating Class Member's consent to join the lawsuit for purposes of FLSA. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating Class Member at his or her correct address. If a Participating Class Member's Settlement Share check is not cashed within 120 days after its last mailing to the Participating Class Member, the Settlement Administrator will send the Participating Class Member a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the

60 day period after this notice the funds from such uncashed checks will be paid to the State Controller's Office, Unclaimed Property Division in the name of the Settlement Class Member, and the Participating Class Member will remain bound by the Settlement.

- 11. Final Report by Settlement Administrator to Court.** Within ten (10) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties and file with the Court a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

#### **F. Release of Claims.**

- 1. Participating Class Members.** Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims are defined as all claims alleged in the operative complaint, and any claims relating to the payment of wages, minimum wages, overtime, meal breaks, rest breaks, pay stubs, penalties (including but not limited to waiting time, and paystub penalties), interest, attorney's fees, or any other alleged wage/hour violations under California and federal law (FLSA) that were or could have been asserted based on the facts alleged in the operative complaint, by Plaintiff and Participating Class Members. The release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers' compensation, and claims outside of the Class Period. The Released PAGA Claims shall be released in accordance with Section III(F)(5) below.
- 2. Plaintiff.** As of the date the Judgment becomes Final and funding in full of the Gross Settlement Amount by Defendant, Plaintiff fully and finally releases the Defendant and the other Released Parties from any and all claims and damages of any and every kind and nature, actual and potential, known and unknown, which exist or may exist as of the date the Judgment becomes Final, including but not limited to all claims which were asserted or which could have been asserted in the Action, and any and all claims which arise out of Plaintiff's employment with Defendant, through and including the date the Judgment becomes Final ("Plaintiff's Released Claims"). This release excludes only the release of claims not permitted by law.
- 3. Plaintiff's Release.** Plaintiff is entering into an individual settlement agreement, which shall provide for an Individual Settlement Payment, and which shall provide for a broad release, including a waiver of Civil Code Section 1542. This release, waiver and discharge of all claims shall include, but will not be limited to, any and all claims arising out of the Action, as well as the individual claims for wrongful termination and violations of privacy rights alleged in the Action. Specifically, Plaintiff's individual settlement agreement provides for the following release:

Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges Defendant, including its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

- 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") (as modified below);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- 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;
- California Family Rights Act – Cal. Gov't Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;

- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;
- Those 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.

**4. Class Counsel.** As of the date the Judgment becomes Final and funding in full of the Gross Settlement Amount by Defendant, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.

**5. PAGA Release.** As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all PAGA Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release.

**G. No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

**H. Non-Disparagement Limitation on Public Statements About Settlement.** Plaintiff and Class Counsel represent that they have not and will not issue any press, social media or

other media releases about the Settlement (including, but not necessarily limited to advertising or marketing materials or on social media) or have any communication with the press or media or anyone else regarding the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. Plaintiff understands and agrees that he shall not disparage or make comments that can be construed as negative of Defendant, its employees, or its programs to any third parties. Defendant understands and agrees that it shall not disparage or make comments that can be construed as negative of Plaintiff to any third parties. Defendant and Plaintiff understand that this is a material term of this Settlement Agreement, and should either Defendant or Plaintiff breach this obligation, Defendant and Plaintiff shall be liable for any damages caused by the failure to comply with this requirement.

## **I. Miscellaneous Terms.**

### **1. No Admission of Liability or Class Certification for Other Purposes.**

- a) Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement or the negotiation thereof is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).
- b) Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c) This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Mediator Gig Kyriacou for resolution.
4. **No Prior Assignments:** The Parties 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 8. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
- 9. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10. Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 11. Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
- 12. Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13. Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

*To Plaintiff and Class:*

Shani O. Zakay, Esq.  
Zakay Law Group, APLC  
3990 Old Town Avenue, Suite C204  
San Diego, CA 92110  
Tel: (619) 255-9047  
Email: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)

AND

Jean-Claude Lapuyade, Esq.  
The JCL Law Firm, APC  
3990 Old Town Ave. Suite C204  
San Diego, CA 92110  
Tel.: (619) 599 8292  
Fax: (619) 599 8291

E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

*To Defendant:*

Jeffrey P. Fuchsman, Esq.  
Ballard Rosenberg Golper & Savitt, LLP  
15760 Ventura Boulevard, Eighteenth Floor  
Encino, CA 91436  
Tel: (818) 508-3700  
Email: [jfuchsman@brgslaw.com](mailto:jfuchsman@brgslaw.com)

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

**15. Continuing Jurisdiction.** Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement Agreement, in order to monitor and enforce compliance of this Settlement Agreement, and/or resolve any disputes over this Settlement Agreement or the administration of the benefits of this Settlement Agreement. The Parties further agree that the time within which to bring this action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of the signing of this agreement by all parties until entry of the final approval order and judgment, or if not entered, the date this agreement shall not longer be of any force or effect.

**16. Court Filings**

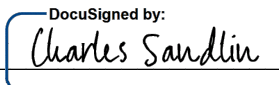
The Parties agree not to object to any Court filings consistent with this Agreement.

**IV. EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: 8/19/2021

Charles P. Sandlin III

DocuSigned by:  
  
40F89DB3ADC44AB...

Dated: \_\_\_\_\_

Secure Nursing Service, Inc.

E-Mail: [jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)

*To Defendant:*

Jeffrey P. Fuchsman, Esq.  
Ballard Rosenberg Golper & Savitt, LLP  
15760 Ventura Boulevard, Eighteenth Floor  
Encino, CA 91436  
Tel: (818) 508-3700  
Email: [jfuchsman@brgslaw.com](mailto:jfuchsman@brgslaw.com)

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

**15. Continuing Jurisdiction.** Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement Agreement, in order to monitor and enforce compliance of this Settlement Agreement, and/or resolve any disputes over this Settlement Agreement or the administration of the benefits of this Settlement Agreement. The Parties further agree that the time within which to bring this action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of the signing of this agreement by all parties until entry of the final approval order and judgment, or if not entered, the date this agreement shall not longer be of any force or effect.

**16. Court Filings**

The Parties agree not to object to any Court filings consistent with this Agreement.

**IV. EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_

Charles P. Sandlin III

\_\_\_\_\_

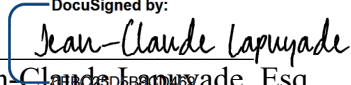
Dated: 08/18/2021

Secure Nursing Service, Inc.



Dated: 8/19/2021

The JCL Law Firm, APC

By:   
Jean-Claude Lapuyade, Esq.  
Attorneys for Plaintiff

Dated: 8/19/2021

Zakay Law Group, APLC

By:   
Shani O. Zakay  
Attorneys for Plaintiff

Dated: \_\_\_\_\_

Ballard Rosenberg Golper & Savitt, LLP

By: \_\_\_\_\_  
Jeffrey P. Fuchsman  
Attorneys for Defendant

Dated: \_\_\_\_\_

The JCL Law Firm, APC

By: \_\_\_\_\_  
Jean-Claude Lapuyade, Esq.  
Attorneys for Plaintiff

Dated: \_\_\_\_\_

Zakay Law Group, APLC

By: \_\_\_\_\_  
Shani O. Zakay  
Attorneys for Plaintiff

Dated: August 18, 2021

Ballard Rosenberg Golper & Savitt, LLP

By:  \_\_\_\_\_  
Jeffrey P. Fuchsman  
Attorneys for Defendant

# **EXHIBIT A**

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT  
AND FINAL HEARING DATE**

*(Sandlin, et al., v. Secure Nursing Service, Inc., Case No. 20STCV25675)*

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

| <b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Do Nothing and Receive a Payment</b>                             | <p>To receive a cash payment from the Settlement, you do <b>not</b> have to do anything.</p> <p><b>Your estimated Settlement Share is: \$&lt;&lt;[REDACTED]&gt;&gt;. See the explanation below.</b></p> <p>After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.</p> |
| <b>Exclude Yourself</b>                                             | <p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement</b>.</p> <p>Instructions are set forth below.</p>                                                                                                                                                                                                                                        |
| <b>Object</b>                                                       | <p>You may write to the Court about why you believe the settlement should not be approved.</p> <p>Directions are provided below.</p>                                                                                                                                                                                                                                                                                                                                                                                         |

**1. Why did I get this Notice?**

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Los Angeles (the “Court”) has been reached between Plaintiff Charles P. Sandlin III (“Plaintiff”) and Defendant Secure Nursing Service, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **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 worked for Defendant Secure Nursing Service, Inc. as per diem and/or travel nurses in California at any time during the Class Period.

The “Class Period” is the period of time running from April 6, 2016 to the End Date. The End Date will be either May 1, 2021 or a date to be determined by the parties that accounts for no more than 16,500 workweeks worked by Class Members since April 6, 2016.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

## 2. What is this class action lawsuit about?

- A. On July 7, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; and (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203.
- B. On April 12, 2021, Plaintiff filed a Second Amended Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, asserting an additional claim for violations of the Private Attorneys General Act (“PAGA”).

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On February 1, 2021, the Parties participated in an all-day mediation with Gig Kyriacou, a respected mediator of wage and hour class actions. At the conclusion of the full-day mediation, the Parties had not reached an agreement for settlement. However, Mediator Kyriacou presented a mediator’s proposal to both Parties. Thereafter, the Parties accepted the mediator’s proposal and were able to agree to settle the Action. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of Zakay Law Group, APC and The JCL Law Firm, APC to serve as Class Counsel.

## 3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Three Hundred Fifty Thousand Dollars (\$350,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$9,900.20, for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$116,666.66) and a Class Counsel Litigation Expenses Payment of not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments of up to Five Thousand Dollars (\$5,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$8,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$6,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,000 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Participating Class Members"). The Net Settlement Amount shall be allocated forty percent (40%) to the Per Diem Nurse Class (the "Net Per Diem Nurse Class Settlement Amount") and sixty percent (60%) to the remaining Travel Nurse Class (the "Net Travel Nurse Class Settlement Amount"). The Settlement Share for each Participating Class Member will be calculated as follows: With respect to the Per Diem Nurse Class by (a) dividing the Net Per Diem Nurse Class Settlement Amount by the total number of workweeks for all Participating Per Diem Nurse Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Per Diem Nurse Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek. With respect to the Travel Nurse Class by (a) dividing the Net Travel Nurse Class Settlement Amount by the total number of workweeks for all Participating Travel Nurse Class Members that occurred during the Class Period and (b) multiplying the result by each individual Participating Travel Nurse Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of Workweeks worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of Workweeks worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all individuals who worked for Defendant Secure Nursing Service, Inc. as Per Diem and/or Travel Nurses in California at any time during the PAGA Period. PAGA Period means the period of time from February 5, 2020 to the End Date. The End Date will be either May 1, 201 or a date to be determined by the parties that accounts for no more than 16,500 workweeks worked by Class Members since April 6, 2016.

**If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Share 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 Settlement Administrator to inform them of your correct address to insure you receive your payment.

**Tax Matters.** Twenty Percent (20%) of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty Percent (80%) of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

**Conditions of Settlement.** This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

#### **4. What Do I Release Under the Settlement?**

**Released Claims.** Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims are defined as all claims alleged in the operative complaint, and any claims relating to the payment of wages, minimum wages, overtime, meal breaks, rest breaks, pay stubs, penalties (including but not limited to waiting time, and paystub penalties), interest, attorney's fees, or any other alleged wage/hour violations under California and federal law (FLSA) that were or could have been asserted based on the facts alleged in the operative complaint, by Plaintiff and Participating Class Members. The Released Class Claims shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers' compensation, claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all PAGA Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" are defined as the claims asserted by the PAGA Employees for alleged violations of the California Labor Code and IWC Wage Order provisions identified in the PAGA notice sent to the LWDA and further identified in the operative complaint in the Action that are alleged to have occurred during the PAGA Period. This includes all penalties under PAGA based on the payment of wages, minimum wages, overtime, meal breaks, rest breaks, pay stubs, penalties (including but not limited to waiting time, and paystub penalties), interest, attorney's fees, or any other alleged wage/hour violations under California and federal law (FLSA) that were or could have been asserted based on the facts alleged in the operative complaint by PAGA Employees.

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 about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

#### **5. How much will my payment be?**

**Defendant's records reflect that you have << \_\_\_\_\_ >> work-weeks worked during the Class Period (April 6, 2016 to May 1, 2021).**

**Based on this information, your estimated Settlement Share is << \_\_\_\_\_ >>.**

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 Settlement Administrator at the address provided in this Notice no later than \_\_\_\_\_, 2021 [forty-five (45) days after the Notice or re-mailed Notice].

#### 6. How can I get a payment?

**To get money from the settlement, you do not have to do anything.** A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: \_\_\_\_\_. (800) \_\_\_\_\_.

The Court will hold a hearing on \_\_\_\_\_ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

#### 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 Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by Mail, a written, signed and dated request for exclusion postmarked no later than \_\_\_\_\_, 2021. The address for the Settlement Administrator is \_\_\_\_\_. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of the case *Sandlin, et al., v. Secure Nursing Service, Inc., Case No. 20STCV25675*." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after \_\_\_\_\_, 2021, 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 tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Sandlin, et al., v. Secure Nursing Service, Inc., Case No. 20STCV25675*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than \_\_\_\_\_, 2021. The address for the Settlement Administrator is \_\_\_\_\_.

The addresses for the Parties' counsel are as follows:

**Class Counsel:**

Shani O. Zakay, Esq.  
Zakay Law Group, APLC  
5850 Oberlin Drive, Suite 230A  
San Diego, CA 92121  
Tel: (619) 892-7095  
Email: [shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
Website: [www.zakaylaw.com](http://www.zakaylaw.com)

**Class Counsel:**

Jean-Claude Lapuyade, Esq.  
The JCL Law Firm, APC  
3990 Old Town Ave. Suite C204  
San Diego, CA 92110  
Tel: 619-599-8292  
Email: [jlapyade@jcl-lawfirm.com](mailto:jlapyade@jcl-lawfirm.com)  
Website: [www.jcl-lawfirm.com](http://www.jcl-lawfirm.com)

**Counsel for Defendant:**

Jeffrey P. Fuchsman Esq.  
Ballard Rosenberg Golper & Savitt,  
LLP  
15670 Ventura Boulevard, Eighteenth  
Floor  
Encino, CA 91436  
Tel: (818) 508-91436  
Email: [jfuchsman@brgslaw.com](mailto:jfuchsman@brgslaw.com)

**9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 00:00 AM/PM on \_\_\_\_\_, at the Los Angeles County Superior Court, located at 312 N Spring St, Los Angeles, CA 90012 in Department 9 before Judge Yvette M. Palazuelos. 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. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

Under General Order (2020-GEN-25-00), public access to courthouses is limited at all times to judicial officers, court employees, co-lessees, Judicial Council staff, vendors, jurors, mediators, authorized persons (including news media representatives and news reporters), attorneys, litigants and witnesses with matters on calendar, and individuals with confirmed appointments. Members of the public, not otherwise referenced above, who wish to attend a court proceeding may do so upon advance request and at the discretion of the judicial officer presiding over the matter. Instructions on how to make such a request are available on the Court's website at the [Here for You | Safe for You](#) page.

**10. How do I get more information about the Settlement?**

You may call the Settlement Administrator at \_\_\_\_\_ or write to *Sandlin, et al., v. Secure Nursing Service, Inc., Case No. 20STCV25675*, Settlement Administrator, c/o \_\_\_\_\_.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to The JCL Law Firm, APC, 3990 Old Town Ave., Suite C204, San Diego, CA 92110.

**PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

**IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Unclaimed Wage

Fund in the name of the Participating Class Member. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

# **EXHIBIT B**

SHANI O. ZAKAY (SBN 277924)  
[SHANI@ZAKAYLAW.COM](mailto:SHANI@ZAKAYLAW.COM)  
**ZAKAY LAW GROUP, APLC**  
5850 OBERLIN DRIVE, SUITE 230A  
SAN DIEGO, CA 92121  
TELEPHONE (619) 255-9047  
FAX: (858) 404-9203

JEAN-CLAUDE LAPUYADE (SBN 248676)  
[JLAPUYADE@JCL-LAWFIRM.COM](mailto:JLAPUYADE@JCL-LAWFIRM.COM)  
**JCL LAW FIRM, APC**  
3990 OLD TOWN AVENUE, SUITE C204  
SAN DIEGO, CA 92110  
TELEPHONE: (619) 599-8292  
FAX: (619) 599-8291

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES**

CHARLES P. SANDLIN III, an individual, on)  
behalf of himself, and on behalf of all persons)  
similarly situated, )

Plaintiff, )

vs. )

SECURE NURSING SERVICE, INC., a )  
California corporation; and DOES 1 through )  
50, Inclusive, )

Defendants. )

Case No. 20STCV25675

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Hearing Date:

Hearing Time:

Judge: Hon. Yvette Palazuelos

Dept: 9

Date Filed: July 7, 2020

Trial Date: Not Set

The Motion for Preliminary Approval of Class Action Settlement by Plaintiff Charles P. Sandlin III ("Plaintiff") came on for hearing before this Court, the Honorable Yvette Palazuelos presiding. The Court, having considered the papers submitted in support of the motion, **HEREBY ORDERS THE FOLLOWING:**

1. The Court grants preliminary approval to the Settlement based on the terms set forth in Class Action Settlement Agreement ("Agreement"). This Order incorporates by

1 reference the definitions in the Agreement, and all terms defined therein shall have the same  
2 meaning in this Order as set forth in the Agreement.

3         2. The Settlement provides for Defendant Secure Nursing Service, Inc.  
4 (“Defendant”) to pay the Gross Settlement Amount of Three Hundred and Fifty Thousand  
5 Dollars (\$350,000). The Court preliminarily finds that the Settlement is fair, adequate, and  
6 reasonable to the Class, and preliminarily approves the terms of the settlement. This preliminary  
7 approval is subject to the objections of Class Members and final review by the Court.

8         3. A Final Approval Hearing shall be held before this Court on \_\_\_\_\_ at  
9 \_\_\_\_\_ in Department 9 of the Superior Court of the State of California for the County  
10 of Los Angeles, to determine all necessary matters concerning the Settlement, including: whether  
11 the proposed settlement of the Action on the terms and conditions provided for in the Settlement  
12 is fair, adequate, and reasonable and should be finally approved by the Court; whether an Order  
13 Granting Final Approval should be entered; whether the plan of allocation contained in the  
14 Settlement should be approved as fair, adequate, and reasonable to the Class Members; and  
15 whether to finally approve the PAGA payment, the Class Counsel Fees Payment, the Class  
16 Counsel Litigation Expenses Payment, the Class Representative Service Payments to the  
17 Plaintiffs, and Settlement Administration Expenses. The motion for final approval and the  
18 motion for award of attorneys’ fees and costs shall be filed no later than sixteen (16) court days  
19 before the Final Approval Hearing.

20         4. The Court recognizes that Plaintiff and Defendant stipulate and agree to  
21 certification of the Class for settlement purposes only. This stipulation will not be deemed  
22 admissible in this or any other proceeding should this Settlement not become final. Whether or  
23 not the settlement is finally approved, neither the Agreement, nor any document, statement,  
24 proceeding or conduct related to the Agreement may be admitted in any proceeding as an  
25 admission by Defendant or any of the Released Parties, Plaintiff, or any person within the  
26 definition of the Class.

27         5. For settlement purposes only, the Court certifies the following Class: “all  
28 individuals who worked for Defendant Secure Nursing Service, Inc. as per-diem and/or travel

1 nurses in California at any time during the Class Period. The Class Period means the period of  
2 time from April 6, 2016 to the End Date. The End Date will be either May 1, 2021 or a date to  
3 be determined by the parties that accounts for no more than 16,500 workweeks worked by Class  
4 Members since April 6, 2016.”

5 6. The Court preliminarily approves Plaintiff as the representative of the Class. The  
6 Court preliminarily approves Zakay Law Group, APC, and The JCL Law Firm, APC as counsel  
7 for the Class (“Class Counsel”).

8 7. The Agreement specifies for an attorneys’ fees award not to exceed one-third  
9 (1/3) of the Gross Settlement Amount, an award of litigation expenses incurred, not to exceed  
10 \$15,000, proposed Class Representative Service Payment to Plaintiff in an amount not to exceed  
11 \$5,000 to Plaintiff, and proposed PAGA payment to the LWDA in an amount not to exceed  
12 \$8,000 (75% of which shall be payable to the State of California, and 25% of which shall be  
13 payable to the PAGA Employees). While these awards appear to be within the range of  
14 reasonableness, the Court will not approve the amount of attorneys’ fees and costs until the Final  
15 Approval Hearing. Similarly, the Court will not decide the amount of any Class Representative  
16 Service Payment until the Final Approval Hearing. Plaintiff will be required to present evidence  
17 supporting these requests, including lodestar, prior to final approval.

18 8. The Court hereby approves, as to form and content, the Class Notice attached as  
19 Exhibit A to the Agreement. The Court finds that the distribution of the Class Notice  
20 substantially in the manner and form set forth in the Agreement and this Order meets the  
21 requirements of due process, is the best notice practicable under the circumstances, and shall  
22 constitute due and sufficient notice to all persons entitled thereto.

23 9. The Court hereby approves on a preliminary basis the Gross Settlement Amount  
24 as provided for in the Agreement. It appears to the Court on a preliminary basis that the  
25 settlement amount and terms are fair, adequate, and reasonable as to all potential Class Members  
26 when balanced against the probable outcome of further litigation relating to liability and  
27 damages issues. It further appears that investigation and research have been conducted such that  
28 counsel for the Parties at this time are able to reasonably evaluate their respective positions. It

1 further appears to the Court that settlement at this time will avoid substantial additional costs by  
2 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution  
3 of the Actions. It further appears that the Settlement has been reached as the result of intensive,  
4 serious and non-collusive, arms-length negotiations before an experienced mediator.

5         10. The Court hereby appoints ILYM Group as Settlement Administrator. Within 14  
6 days of this Order, Defendant will provide to the Settlement Administrator an electronic database  
7 containing each Class Member's Class Data. No later than 14 days after receiving the Class  
8 Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via  
9 first-class regular U.S. Mail to their last known address.

10         11. Any Class Member may choose to opt out of and be excluded from the Class as  
11 provided in the Class Notice by following the instructions for requesting exclusion from the  
12 Class that are set forth in the Class Notice. All requests for exclusion must be submitted within  
13 forty-five (45) days from the date the Class Notice is first mailed. Any such person who chooses  
14 to opt out of and be excluded from the Class will not be entitled to any recovery under the  
15 Settlement and will not be bound by the Settlement or have any right to object, appeal, or  
16 comment thereon. Any written request to opt out must comply with the instructions in the Class  
17 Notice and be signed by each such person opting out. Class Members who have not validly  
18 requested exclusion shall be bound by all determinations of the Court, the Agreement, and the  
19 Judgment.

20         12. Any Class Member who has not opted out may appear at the final approval  
21 hearing and may object or express their views regarding the Settlement, and may present  
22 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard  
23 and determined by the Court as provided in the Class Notice. Class Members will have forty-  
24 five (45) days from the date the Class Notices are mailed to postmark their written objections to  
25 the Settlement Administrator. Class Members who fail to timely submit a written objection may  
26 still appear at the Final Approval Hearing to object orally in person.

27         13. The Settlement is not a concession or admission, and shall not be used against  
28 Defendant as an admission or indication with respect to any claim of any fault or omission by

1 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any  
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or  
3 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received  
4 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited  
5 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,  
6 fault, wrongdoing, omission, concession, or damage.

7       14. In the event the Settlement does not become effective in accordance with the  
8 terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or  
9 fails to become effective for any reason, this Order shall be rendered null and void and shall be  
10 vacated, and the Parties shall revert to their respective positions as of before entering into the  
11 Agreement.

12       15. The Court reserves the right to adjourn or continue the date of the final approval  
13 hearing and all dates provided for in the Agreement without further notice to Class Members,  
14 and retains jurisdiction to consider all further applications arising out of or connected with the  
15 proposed Settlement.

16 **IT IS SO ORDERED.**

17  
18 Dated: \_\_\_\_\_

\_\_\_\_\_  
19 HON. YVETTE PALAZUELOS  
20 JUDGE, SUPERIOR COURT OF  
21 CALIFORNIA, COUNTY OF LOS ANGELES  
22  
23  
24  
25  
26  
27  
28

# **EXHIBIT C**

SHANI O. ZAKAY (SBN 277924)  
[SHANI@ZAKAYLAW.COM](mailto:SHANI@ZAKAYLAW.COM)  
**ZAKAY LAW GROUP, APLC**  
5850 OBERLIN DRIVE, SUITE 230A  
SAN DIEGO, CA 92121  
TELEPHONE (619) 255-9047  
FAX: (858) 404-9203

JEAN-CLAUDE LAPUYADE (SBN 248676)  
[JLAPUYADE@JCL-LAWFIRM.COM](mailto:JLAPUYADE@JCL-LAWFIRM.COM)  
**JCL LAW FIRM, APC**  
3990 OLD TOWN AVENUE, SUITE C204  
SAN DIEGO, CA 92110  
TELEPHONE: (619) 599-8292  
FAX: (619) 599-8291

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF LOS ANGELES**

CHARLES P. SANDLIN III, an individual, on)  
behalf of himself, and on behalf of all persons )  
similarly situated, )

Plaintiff, )

vs. )

SECURE NURSING SERVICE, INC., a )  
California corporation; and DOES 1 through )  
50, Inclusive, )

Defendants. )

Case No. 20STCV25675

**[PROPOSED] FINAL  
APPROVAL ORDER AND JUDGMENT**

Hearing Date:

Hearing Time:

Judge: Hon. Yvette Palazuelos  
Dept: 9

Date Filed: July 7, 2020

Trial Date: Not Set

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and motion for an award of attorneys' fees, costs and service awards duly came on for hearing on \_\_\_\_\_, before the above-entitled Court. Zakay Law Group, APC and The JCL Law Firm, APC appeared on behalf of Plaintiff Charles P. Sandlin III ("Plaintiff"). Ballard Rosenberg Golper & Savitt, LLP appeared on behalf of Defendant Secure Nursing Service, Inc. ("Defendant").

**I.**  
**FINDINGS**

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending in the California Superior Court for the County of Los Angeles ("Court"), Case No. 20STCV25675, entitled *Sandlin, et al., v. Secure Nursing Service, Inc. et al.*, and over all Parties to this litigation, including the Class.

**Preliminary Approval of the Settlement**

3. On \_\_\_\_\_, the Court granted preliminary approval of a class-wide settlement. At this same time the court approved certification of a provisional settlement class for settlement purposes only. The Court confirms this Order and finally approves the settlement and the certification of the Class.

**Notice to the Class**

4. In compliance with the Preliminary Approval Order, Class Notice was mailed by first class mail to the Class Members at their last known addresses on \_\_\_\_\_. Mailing of the Class Notice to their last known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the members of the Class. The Court finds that the Class Notice provided fully satisfies the requirements of California Rules of Court, rule 3.769.

5. The deadline for opting out or objecting was \_\_\_\_\_. There was an adequate interval between notice and deadline to permit Class Members to choose what to do and act on their decision. \_\_\_\_\_ Class Members objected. \_\_\_\_\_ Class Members requested exclusion.

**Fairness Of The Settlement**

1                   6.       The Agreement provides for a Gross Settlement Amount of \$350,000. The  
2 Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th  
3 1794, 1801.)

4                   a.       The settlement was reached through arms-length bargaining between  
5 the parties. There is no evidence of any collusion between the parties in reaching the proposed  
6 settlement.

7                   b.       The Parties' investigation and discovery have been sufficient to allow  
8 the Court and counsel to act intelligently.

9                   c.       Counsel for both parties are experienced in similar employment class  
10 action litigation and have previously settled similar class claims on behalf of employees claiming  
11 compensation. All counsel recommended approval of the Settlement.

12                  d.       The percentage of objectors and requests for exclusion is small. \_\_\_\_  
13 objections were received. \_\_\_\_ requests for exclusion were received.

14                  e.       The participation rate is high. \_\_\_\_\_ Class Members will be  
15 participating in the Settlement and will be sent settlement payments.

16                  7.       The consideration to be given to the Class under the terms of the Agreement  
17 is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in  
18 this Action and is fair, reasonable and adequate compensation for the dismissal release of the  
19 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would  
20 ensue from continued prosecution of the Action.

21                  8.       The Agreement is finally approved as fair, adequate and reasonable and in  
22 the best interests of the Class Members.

23 **Attorneys' Fees and Litigation Expenses**

24                  9.       The Agreement provides for an award of up to 1/3 of the Gross Settlement  
25 Amount to Class Counsel as the Class Counsel Fees Payment in this Action, subject to the Court's  
26 approval. The Agreement also provides for an award of their actual litigation expenses incurred in  
27 an amount not to exceed \$15,000 as the Class Counsel Litigation Expenses Payment. Class Counsel  
28

1 requests an award of \$\_\_\_\_\_ as reimbursement for litigation expenses, and  
2 \$\_\_\_\_\_ for attorneys' fees.

3 10. An award of \$\_\_\_\_\_ for the Class Counsel Fees Payment and  
4 \$\_\_\_\_\_ for the Class Counsel Litigation Expenses Payment is reasonable in light of the  
5 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
6 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund,  
7 which is reasonable and at the low end of the range for fee awards in common fund cases, and is  
8 supported by Class Counsel's lodestar.

9 **Class Representative Service Payments**

10 11. The Agreement provides for a service award of up to \$5,000 for Plaintiff as  
11 the Class Representative Service Payment, subject to the Court's approval. The Court finds that the  
12 amounts of \$\_\_\_\_\_ for Plaintiff is reasonable in light of the risks and burdens undertaken  
13 by the Plaintiff in this class action litigation.

14 **Settlement Administration Expenses**

15 12. The Agreement provides for Settlement Administration Expenses to be paid  
16 in an amount not to exceed \$\_\_\_\_\_. The Declaration of the Settlement Administrator provides  
17 that the actual claims administration expenses were \$\_\_\_\_\_. The amount of this payment  
18 is reasonable in light of the work performed by the Settlement Administrator.

19  
20 **II.**

21 **ORDERS**

22 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,  
23 ADJUDGED AND DECREED:

24 1. The Class is certified for the purposes of settlement only. The Class is hereby  
25 defined to include:

26 all individuals who worked for Defendant Secure Nursing Service, Inc. as per-diem  
27 and/or travel nurses in California at any time during the Class Period. The Class  
28 Period means the period of time from April 6, 2016 to the End Date. The End Date

1 will be either May 1, 2021 or a date to be determined by the parties that accounts  
2 for no more than 16,500 workweeks since April 6, 2016.

3 2. Excluded from the Class are those \_\_\_\_ individuals (\_\_\_\_\_)   
4 who submitted a valid and timely request for exclusion. Every person in the Class who did not opt  
5 out is a Participating Class Member.

6 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the  
7 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with  
8 this Order and the terms of the Agreement.

9 4. Class Counsel are awarded attorneys' fees in the amount of \$ \_\_\_\_\_  
10 and litigation expenses in the amount of \$ \_\_\_\_\_. Class Counsel shall not seek or obtain  
11 any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

12 5. The payments of service award to the Plaintiff in the amounts of  
13 \$ \_\_\_\_\_ and \$ \_\_\_\_\_ are approved.

14 6. The payment of \$ \_\_\_\_\_ to the Settlement Administrator for  
15 Settlement Administration Expenses is approved.

16 7. The PAGA Payment of \$ \_\_\_\_\_ is approved.

17 8. Final Judgment is hereby entered in this action. The Final Judgment shall  
18 bind each Participating Class Member. The Final Judgment shall operate as a full release and  
19 discharge of Defendant and its officers, directors, employees, agents, successors and assigns  
20 ("Released Parties") from any and all Released Class Claims that occurred during the Class Period  
21 as to the Participating Class Members. The Released Class Claims are defined as all claims alleged  
22 in the operative complaint, and any claims relating to the payment of wages, minimum wages,  
23 overtime, meal breaks, rest breaks, pay stubs, penalties (including but not limited to waiting time,  
24 and paystub penalties), interest, attorney's fees, or any other alleged wage/hour violations under  
25 California and federal law (FLSA) that were or could have been asserted based on the facts alleged  
26 in the operative complaint, by Plaintiff and Participating Class Members. The release shall exclude  
27 claims for vested benefits, wrongful termination, unemployment insurance, disability, workers'  
28 compensation, and claims outside of the Class Period.

1                   9.       The Final Judgment shall also operate as a full release by all PAGA  
2 Employees and discharge of Defendant and its officers, directors, employees, agents, successors  
3 and assigns (“Released Parties”) from any and all Released PAGA Claims that occurred during the  
4 PAGA Period. The Released PAGA Claims are defined as all claims under PAGA as alleged in  
5 the operative complaint relating to the payment of wages, minimum wages, overtime, meal breaks,  
6 rest breaks, pay stubs, penalties (including but not limited to waiting time, and paystub penalties),  
7 interest, attorney’s fees, or any other alleged wage/hour violations under California and federal  
8 law (FLSA) that were or could have been asserted based on the facts alleged in the operative  
9 complaint, by Plaintiff and PAGA Employees irrespective of whether they opted-out of the class  
10 settlement.

11                   10.     In addition to the release given by each Participating Class Member, Plaintiff  
12 also generally releases the Released Parties from any and all of the Plaintiff’s Released Claims as  
13 defined in the Agreement. This general release by Plaintiff also includes a waiver of rights under  
14 California Civil Code Section 1542.

15                   11.     The Agreement is not an admission by Defendant or any of the other Released  
16 Parties, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the  
17 Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this Final  
18 Approval Order, the Agreement, nor any document referred to herein, nor any action taken to carry  
19 out the Settlement is, may be construed as, or may be used as an admission by or against Defendant  
20 or any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The entering  
21 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not  
22 in any event be construed as, or deemed to be evidence of, an admission or concession with regard  
23 to the denials or defenses by Defendant or any of the other Released Parties and shall not be offered  
24 in evidence in any action or proceeding against Defendants or any of the Released Parties in any  
25 court, administrative agency or other tribunal for any purpose as an admission whatsoever other  
26 than to enforce the provisions of this Final Approval Order and Judgment, the Agreement, or any  
27 related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the  
28 Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any

1 other papers and records on file in the Action as evidence of the Settlement to support a defense of  
2 res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar  
3 defense as to the claims being released by the Settlement.

4           12. Notice of entry of this Final Approval Order and Judgment shall be given to  
5 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice  
6 of entry of this Final Approval Order and Judgment to individual Class Members and the Final  
7 Approval Order and Judgment shall be posted on Class Counsel's website as indicated in the Class  
8 Notice.

9           13. After entry of Final Judgment, the Court shall retain jurisdiction to construe,  
10 interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge to a  
11 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
12 connection with the distribution of settlement benefits.

13           11. If the Settlement does not become final and effective in accordance with the  
14 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to  
15 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,  
16 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

17  
18           **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**  
19 **ENTERED ACCORDINGLY.**

20 DATED: \_\_\_\_\_, 2021  
21  
22

23 \_\_\_\_\_  
24 Hon. Yvette Palazuelos  
25 Judge, Superior Court for the State of California,  
26 County of Los Angeles  
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**EXHIBIT 3**