

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 15,000 workweeks since April 6, 2016.
- I. “Class Representative Service Payment” means the service payment made to plaintiff in his capacity as a Class Representative in order to compensate each of him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event they were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiff.
- 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 no objection to the Settlement is made, the date the Judgment is entered.
 - b. If an objection to the Settlement is made and 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.
 - c. 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 resolution 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 _____ 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 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, if any are 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.
- 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 their Settlement Shares, 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 each plaintiff with respect to their payment. Plaintiff shall be solely

responsible for any tax obligations with respect to this payment. To receive these payments the Plaintiff agrees to a California Civil Code section 1542 waiver and a general release of all claims.

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 as follows:
 - 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.
 - 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.
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 in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage

Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Net Settlement Amount.

b) Eighty percent (80%) of each Participating Class Member's Settlement Share is in 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.

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.

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 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), 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.
- 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 must submit to the Settlement Administrator with copies to the Parties' Counsel, 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 does not submit a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Non Participating Class Members shall have no ability to comment on or object to the Settlement.

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 submit to the Settlement Administrator, with copies to Parties' Counsel, not later than 45 days after the Settlement Administrator 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 objection to the fees and costs setting forth the grounds for the objection. A Participating Class Member who does not submit a written statement of objection in the manner and by the deadline specified above will be deemed to have waived any objections and will be foreclosed from making any objections (whether by appeal or otherwise) to the Class Counsel Fees and Expense Payment. Non- Participating Class Members shall have no ability to object to Class Counsel Fees and Expense Payment.

- 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. 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 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 Administration 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 who have not separately settled their Released Class Claims with Defendant 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 submit an objection 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 seventy (70) 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 the Children Advocacy Institute in accordance with California Code of Civil Procedure Section 384 in the name of the Participating Class Member and the Participating Class Member will remain bound by the Settlement. The court shall set a date when the parties shall report to the court the total amount that was actually paid to the Class Members. After the report is received, the court shall amend the judgment to direct the Defendant to pay the sum of the unpaid residue or unclaimed

or abandoned class member funds, plus any interest that has accrued thereon, to the State Unclaimed Wage Fund.

- 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, claims outside of the Class Period, and the Released PAGA Claims, which 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

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

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

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.

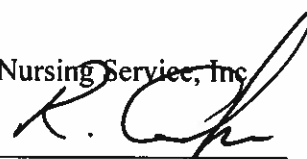
Dated: Apr 13, 2021

Charles P. Sandlin III


Charles Pierce Sandlin III (Apr 13, 2021 10:36 PDT)

Dated: 04/14/2021

Secure Nursing Service, Inc.



Dated: April 13, 2021

The JCL Law Firm, APC

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

Dated: April 13, 2021

Zakay Law Group, APLC

By: 
Shani O. Zakay
Attorneys for Plaintiff

Dated: April 14, 2021

Ballard Rosenberg Golper & Savitt, LLP

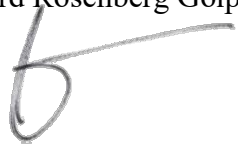
By: 
Jeffrey P. Fuchsman
Attorneys for Defendant

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.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. 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.
Exclude Yourself	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 no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

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 _____, 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, 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.

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) and _____ work-weeks during the PAGA Period (February 5, 2020 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

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 First Class 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
Website: 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
Website: 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

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

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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)
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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
27
28