

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiffs Annette Horn, Tekary Wright and Lisa E. Delgado on behalf of themselves and others similarly situated, as well as individually (“Plaintiffs”) and Defendants Rise Medical Staffing, LLC and Advanced Medical Personnel Services, Inc. (“Defendants”). Plaintiffs and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

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

- A. “Action” means the consolidated class action that is currently captioned *Horn v. Rise Medical Staffing, LLC and Advanced Medical Personnel Services, Inc. and Wright v. Advanced Medical Personnel Services, Inc. and Rise Medical Staffing, LLC*, Consolidated Case Number 2:17-cv-01967-MCE-KJN pending in United States District Court, Eastern District of California (the “Action”).
- B. “Class” means all non-exempt hourly healthcare professionals employed by Rise Medical Staffing, LLC and/or Advanced Medical Personnel Services, Inc. to work one or more assignments in California from September 21, 2013 through February 28, 2018 who received overtime pay and had the value of per diem benefits and/or monetary bonuses received during the assignment(s) excluded from their regular rate for purposes of calculating overtime pay.
- C. “Class Counsel” means Matthew B Hayes and Kye D. Pawlenko of Hayes Pawlenko LLP and Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- D. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts awarded to Class Counsel by the Court to compensate them for, respectively, their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action and all related litigation activities, all Settlement work, and all post-Settlement compliance procedures and related litigation expenses billed to Plaintiffs in connection with the Action.
- E. “Class Data” means the data that will be provided for each Class Member to the Settlement Administrator. Such data will include the Class Member’s name, last-known mailing address, Social Security number, employee identification number, the dates of employment, and the number of workweeks that the Class Member worked in California for Defendants during the Class Period.
- F. “Class Member” is a member of the Class.
- G. “Class Notice” means the Notice of Proposed Settlement of Class 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 Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator appearing as set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- I. “Class Period” means the period of time from September 21, 2013 through February 28, 2018.
- J. “Class Representative Service Payment” means the service payments made to each plaintiff in his or her capacity as a Class Representative in order to compensate him or her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses in the event he or she was unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
- K. “Consolidated Complaint” means the consolidated complaint that Plaintiffs will file after this Settlement Agreement has been executed, and which adds Plaintiff Lisa Delgado to the Action and combines all of the claims and allegations of the operative complaint (Second Amended Complaint) of the original *Wright v. Advanced Medical Personnel Services, Inc., et al.*, Case No. 2:18-cv-00998-JAM-AC, matter with all of the claims and allegations of the operative complaint (Second Amended Complaint) in the *Horn v. Rise Medical Staffing, LLC, et al.*, Case No. 2:17-cv-01967-MCE-KJN matter.
- L. “Court” means the United States District Court, Eastern District of California.
- M. “Defendants’ Counsel” means Kenneth D. Sulzer, Sarah Kroll-Rosenbaum, Sayaka Karitani and Matthew Scholl of Constangy, Brooks, Smith & Prophete, LLP
- N. “Effective Date” means the date by which all of the following have occurred:
1. This Agreement is approved by the Court; and
 2. Ten (10) calendar days after the Judgment becomes Final as defined in Section I(P) of this Agreement.
- O. “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.
- P. “Final” means the last of the following dates, as applicable:
1. 31 days following Final Approval of the Settlement if the date or time to appeal or seek permission to appeal or seek other judicial review of Final

Approval/the Entry of Judgment approving the Settlement has expired with no appeal or other judicial review having been taken or sought.

2. If an appeal or other judicial review has been taken or sought within 30 days after Final Approval of the Settlement, the date all objections or appeals are withdrawn, the Final Approval/Entry of Judgment is finally affirmed or other judicial review therefrom, or the date the appeal(s) or other judicial review therefrom are finally dismissed with no possibility of subsequent appeal or other judicial review.

- Q. “Final Approval” means the date on which the District Court enters a final order and judgment certifying the settlement class and approving the settlement.
- R. “Final Approval Hearing” means the hearing to be conducted by the District Court to determine whether to enter an order granting Final Approval of this Settlement and implement the terms of this Agreement.
- S. “Gross Settlement Amount” means Two Million Dollars (\$2,000,000) to be paid by Defendants as provided by this Agreement. The Gross Settlement Amount is inclusive of all payments of Settlement Shares to the Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the PAGA Payment contemplated in this Agreement, but exclusive of 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 Defendants. The Gross Settlement Amount is all in with no reversion to Defendants and shall be paid without the need to submit a claim form.
- T. “Judgment” means the Final Approval Order and Judgment entered by the Court in the form evidenced by Exhibit C to this Agreement and incorporated by reference into this Agreement.
- U. “Net Settlement Amount” means the portion of the Gross Settlement Amount distributable to Participating Class Members after deducting the Court-approved amounts for Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the portion of the PAGA Payment payable to the California Labor & Workforce Development Agency (“LWDA”).
- V. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- W. “PAGA Payment” means the \$50,000 payment that will be deducted from the Gross Settlement Amount to resolve the claims in the action for civil penalties

under the Labor Code Private Attorney General Act (Cal. Labor Code § 2698 et seq.), seventy-five percent (75%) of which (i.e., \$37,500) shall be payable to the LWDA and twenty-five percent (25%) of which (i.e. \$12,500) shall be included in the Net Settlement Amount for distribution to Participating Class Members.

- X. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- Y. “Preliminary Approval of the Settlement” means the Court’s preliminary approval of the Settlement without material change.
- Z. “Released Parties” means Defendants Rise Medical Staffing, LLC and Advanced Medical Personnel Services, Inc. and each and all of their past, present and future owners, partners, members, parents, subsidiaries, divisions, shareholders, attorneys and employees, as well as each of their respective past, present, and future officers, directors, employees, predecessors, successors, assigns and agents, including, without limitation, any investment bankers, accountants, insurers, and reinsurers.
- AA. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- BB. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement.
- CC. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On September 21, 2017, plaintiff Annette Horn filed a Complaint against defendant Rise Medical Staffing, LLC in the United States District Court, Eastern District of California. Plaintiff Horn asserted claims that defendant Rise Medical Staffing, LLC:
 - 1. Failed to pay overtime wages in violation of California Labor Code §§ 510 and 1194;
 - 2. Violated the California Business and Professions Code §17200 *et seq.*; and,
 - 3. Failed to timely provide wages due in violation of California Labor Code § 203.

- B. On November 10, 2017, defendant Rise Medical Staffing, LLC filed an answer to plaintiff Horn's Complaint generally denying all claims and asserting 15 affirmative defenses.
- C. On December 8, 2017, plaintiff Horn filed a First Amended Complaint adding a claim under the Private Attorney General Act, Cal. Labor Code §§ 2689 *et seq.* ("PAGA").
- D. On December 22, 2017, defendant Rise Medical Staffing, LLC filed an answer to plaintiff Horn's First Amended Complaint generally denying all claims and asserting 18 affirmative defenses.
- E. On January 30, 2018, plaintiff Horn filed a Second Amended Complaint which added Advanced Medical Personnel Services, Inc. as a defendant.
- F. On February 15, 2018, defendant Rise Medical Staffing, LLC filed an answer to plaintiff Horn's Second Amended Complaint generally denying all claims and asserting 18 affirmative defenses.
- G. On February 27, 2018, defendant Advanced Medical Personnel Services, Inc. filed an answer to plaintiff Horn's Second Amended Complaint generally denying all claims and asserting 18 affirmative defenses.
- H. On January 30, 2018, plaintiff Tekary Wright filed a Complaint against Defendants in the Superior Court of California, County of Sacramento. Plaintiff Wright asserted claims that Defendants:
 - 1. Violated the California Business and Professions Code §17200 *et seq.*;
 - 2. Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*;
 - 3. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable Wage Order;
 - 4. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable Wage Order;
 - 5. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
 - 6. Failed to timely provide wages due in violation of California Labor Code §§ 201, 202, and 203.

- I. On April 10, 2018, plaintiff Wright filed a First Amended Complaint adding a claim under the Private Attorney General Act, Cal. Labor Code §§ 2689 *et seq.* (“PAGA”).
- J. On or around April 18, 2018, Defendants filed an answer to plaintiff Wright’s First Amended Complaint generally denying all claims and asserting 23 affirmative defenses.
- K. On April 23, 2018, Defendants removed plaintiff Wright’s action to the United States District Court, Eastern District of California.
- L. On August 20, 2018, plaintiff Wright filed a Second Amended Complaint.
- M. On September 7, 2018, Defendants filed an answer to plaintiff Wright’s Second Amended Complaint generally denying all claims and asserting 25 affirmative defenses.
- N. On September 17, 2018, the Court granted the Parties’ August 2, 2018 Stipulation to Consolidate Cases Pursuant to Federal Rule of Civil Procedure 42(a)(2).
- O. On or around April 10, 2019, as a result of arms-length negotiations, the Parties reached a mutually agreeable Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- P. The Parties are of the opinion that because of the substantial expense of prosecuting and defending against this Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption of Defendant’s business operations, it is in their best interests to accept the terms of this Agreement. Defendants deny each of the allegations and claims asserted against them in the Action. The Parties nevertheless desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.
- Q. In order to have a single consolidated complaint that includes all the allegations and claims of the two separate operative complaints in this Action, Plaintiffs will file a consolidated complaint by the time the motion for preliminary approval is filed.
- R. 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 Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those

claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason.

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 Defendants will pay under this Settlement is Two Million Dollars (\$2,000,000). This amount is all-inclusive of all payments contemplated in this resolution, exclusive of any applicable employer-side payroll taxes which shall remain the sole responsibility of Defendants and shall not be paid from the Gross Settlement Amount. 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 Defendants.
- 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:
1. **To Plaintiffs:** In addition to their Settlement Shares, Plaintiffs will apply to the Court for services awards of not more than \$10,000 each to plaintiffs Horn and Wright and not more than \$5,000 to plaintiff Delgado as their respective Class Representative Service Payments. Defendants will not oppose a Class Representative Service Payment of no more than \$10,000 each to plaintiffs Horn and Wright and not more than \$5,000 to plaintiff Delgado. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payments of less than \$10,000 each to plaintiffs Horn and Wright and \$5,000 to plaintiff Delgado, the unapproved portion will be reverted to the Net Settlement Amount for distribution to Participating Class Members. Neither Defendant shall be responsible for paying the Class Representatives the difference between the amount requested and the amount awarded by the Court. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to the Plaintiffs with respect to the payments. To receive these payments, each Plaintiff must provide a 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 \$666,666 (one-third of the Gross Settlement Amount) as their Class Counsel Fees Payment and an amount not more than \$12,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose Plaintiffs' request for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Settlement Administrator will pay the amounts approved by the Court (but not more than \$666,666 and \$12,000, 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 \$666,666 or \$12,000, respectively, the unapproved portion will be reverted to the Net Settlement Amount for distribution to Participating Class Members. Neither Defendant shall be responsible for paying Class Counsel the difference between the amount requested and the amount awarded by the Court. Payroll tax withholding and deductions will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment shall be allocated 50% to Hayes Pawlenko LLP and 50% to Blumenthal, Nordrehaug Bhowmik De Blouw LLP, and the Class Counsel Litigation Expenses shall be allocated among Class Counsel based upon the expenses incurred by each firm.
3. **PAGA Payment to LWDA.** The Parties will seek approval from the Court for the PAGA Payment of \$50,000 out of the Gross Settlement Amount, which shall be allocated seventy-five percent (\$37,500) to the LWDA (the "LWDA Payment") and twenty-five percent (\$12,500) to the Net Settlement Amount for distribution to the Participating Class Members. If the Court approves a PAGA Payment of less than \$50,000, the unapproved portion will be reverted to the Net Settlement Amount for distribution to Participating Class Members. Neither Defendant shall be responsible for paying the difference between the amount requested and the amount awarded by the Court.
4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$20,000 ("Settlement Administration Expenses"). To the extent the fees and expenses that are documented and approved by the Court are less than \$20,000, the unapproved portion will be reverted to the Net Settlement Amount for distribution to Participating Class Members. The Parties shall not be responsible for paying the Settlement Administrator difference between the amount requested and the amount awarded by the Court.

- C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall be distributed among the Participating Class Members as follows:
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 for payment of the Settlement Share to the Participating Class Member.
 2. **Calculation.** The Settlement Share for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of workweeks of all Participating Class Members worked during the Class Period to determine the value of each workweek and (b) multiplying the result by each individual Participating Class Member's total number of workweeks worked during the Class Period. Each of the amounts in this section is subject to change depending on the final tally of Participating Class Members who do not timely opt out of the Settlement Agreement.
 3. **Withholding.**
 - a. 75% 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 Gross Settlement Amount.
 - b. 25% of each Participating Class Member's Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their election not to participate 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.
 5. **Workweek Modification.** Defendants estimate that there are approximately 36,000 workweeks worked by the Class Members during the Class Period. The payroll data for Defendant Rise Medical, prior to its acquisition by Advanced Medical Personnel Services, Inc., does not clearly delineate the number of weekly overtime hours worked and, thus,

the Parties agree that, in order to get a useable number of workweeks worked for Rise Medical by Class Members, there is a need to apply assumptions that: (a) each workweek that a Class Member worked during the Class Period in California had overtime hours and (b) each workweek had the same amount of overtime hours worked for each Class Member during the Class Period in California. Defendants will endeavor to confirm this workweek count prior to the filing of the motion for preliminary approval. If the actual number of workweeks exceeds the estimated number of workweeks by more than 10%, the Gross Settlement Amount will increase by a percentage by which the actual number of workweeks exceeds 110% of the estimated number of workweeks. For example, if the actual number of workweeks is 115% of the estimated number of workweeks, the Gross Settlement Amount shall increase by 5%.

- D. **Appointment of Settlement Administrator.** After obtaining a not-to-exceed quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint ILYM Group, Inc. 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 Packet 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; issuing the checks to effectuate the payments due under the Settlement; 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 may consult with Class Counsel and Defendants' counsel to resolve any dispute. 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 as the Settlement Administration Expenses, not to exceed the amount set forth in Section III.B.4. The Settlement Administrator may use an information-only website to provide notice and information about the Settlement to the Class Members. The domain name used for the Settlement Administrator's website for the Settlement will be subject to Defendants' reasonable approval. The Settlement Administrator's

website for the Settlement will be taken down no later than the date the Settlement Administrator pays any unclaimed amounts in to the State Controller's Office of Unclaimed Property.

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 employees' share of the withholdings to the appropriate state and federal tax authorities. Within five days of calculating the payroll withholdings for taxes, the Settlement Administrator shall notify Defendants of the amount of employers' share of withholdings that Defendants will need to pay 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, Plaintiffs 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"). Plaintiffs will provide Defendants with a draft copy of the Preliminary Approval Motion and related exhibits at least one week prior to filing such Motion. Any disagreement among the Parties concerning the Class Notice, or other documents necessary to implement the Settlement will be referred to the District Judge.
- 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 Conditional Certification of Class and Preliminary Approval of Settlement; Approving Class Notice; Appointing Settlement Administrator; and Scheduling Final Approval Hearing substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- c. Should the Court decline to conditionally certify the settlement class or preliminarily approve all 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 Settlement will at

either party's option be null and void and the Parties will have no further obligations hereunder.

- d. Within ten (10) days of the filing the Motion for Preliminary Approval, Defendants will, pursuant to CAFA, mail the notice of the Settlement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 *et seq.* A decision by the Court not to enter the Preliminary Approval Order in its entirety, or a decision by the Court to enter the Preliminary Approval Order with modifications (other than modifications concerning the proposed amount of any attorneys' fees or expenses to be paid to Class Counsel or the amount of any Service Award) that either of the Settling Parties determines in its reasonable and good faith judgment to be material, will be discretionary grounds for that Settling Party to terminate this Stipulation by providing written notice to the other Settling Party and the Court so stating, such notice to be filed within twenty-one (21) calendar days of receipt of the Court's decision.

2. **Notice to Class Members.** After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the Class Notice Packet (which will include the Class Notice completed to reflect the order granting Preliminary Approval of the Settlement and showing the Class Member's Class) as follows:

- a. No later than 15 calendar days after the District Court enters its order granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an Excel file with each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendants, Defendants 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 Class Data, its contents and any files containing Class Data shall remain strictly confidential for the Settlement Administrator's eyes only, and shall not to be disclosed to Plaintiffs or to Class Counsel. The Settlement Administrator shall agree to keep the Class Data and its contents strictly confidential.
- b. Using best efforts to mail it as soon as possible, and in no event later than 15 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 Defendants, 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) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find 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 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 Defendants' 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 Defendants' 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 days before the date by which the Plaintiffs file their 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; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement

And Class Members may also submit 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, not later than 45 days after the Settlement Administrator mails the Class Notice Packets, written objections to the Settlement setting forth the grounds for the objection. The Settlement Administrator will forward all written objections received to the Parties' Counsel who will file the objections along with any response thereto at the time of filing the motion for final approval of the Settlement.

Each Class Member shall also have 45 days from the date of mailing the Class Notice Packet 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. **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 mails the Class Notice Packets, 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. Defendants 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 Defendants have 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 the

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.

All Participating Class Members 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.

- c. **Report.** Not later than 10 days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
4. **Right of Defendants to Reject Settlement.** If more than ten percent (10%) of the Class Members, who have not separately settled their claims with Defendants, timely submit valid Elections Not to Participate in Settlement, Defendants 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 Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendants will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that Defendants exercise their right to void the Settlement. Defendants will notify Class Counsel and the Court whether it is exercising this right to void not 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 and the aggregate portion of the Net Settlement Amount those individuals were scheduled to receive.
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 a date that is thirty (30) days after the Class Notices are mailed by

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

- b. Not later than 28 days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses. Plaintiffs will provide a draft copy of the Final Approval Motion at least a week prior to filing such a motion.
- c. If any opposition is filed, then not later than seven 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 Administration Expenses; and Plaintiffs 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 settlement at either Party's option will be null and void and the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement, except that the Party voiding the settlement will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement becomes null and void under this paragraph. However, an award by the Court of a lesser amount than that sought by Plaintiffs 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.

7. **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 either Plaintiffs or Defendants will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing Court, and 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 Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
8. **Timing of Provision of Settlement Shares and Other Payments.** Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. If no objection to the Settlement is made, Defendants shall fund the Gross Settlement Amount within thirty (30) days of the Effective Date. If an objection to the Settlement is made but no appeal is filed, then Defendants shall fund the Gross Settlement Amount within fifteen (15) days of the running of the appeal period. If an appeal is filed, Defendants shall fund the Gross Settlement Amount within fifteen (15) days of the date the Judgment is final and no longer subject to appeal. The payment of all Settlement Shares, the Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the LWDA Payment shall be made within fifteen (15) days after funding by the Defendants.
9. **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. 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 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 letter 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 uncashed checks shall be void and the amount, along with any unclaimed amount, shall be distributed to the State of California Controller's Office of Unclaimed Property in the name of the Class Member.

10. **Final Report by Settlement Administrator.** Within ten (10) calendar days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will serve on the Parties 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, Plaintiffs and the Participating Class Members shall release any and all class claims that were or could have been alleged based on the facts alleged in the operative complaint which occurred during the Class Period, including, but not limited to claims for (1) failure to pay overtime wages in violation of California Labor Code §§ 510 and 1194; (2) violation of the California Business and Professions Code §17200 *et seq.*; (3) failure to timely provide wages due in violation of California Labor Code §§ 201, 202, and 203; (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable Wage Order; (5) failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable Wage Order; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; and any similar claims and any related statutory and/or civil penalties, which were alleged or could have been alleged based on the facts of the operative complaint ("Class Released Claims"). These Class Released Claims expressly exclude claims of vested benefits, wrongful termination, unemployment insurance, social security, disability, and workers' compensation, and class claims outside of the Class Period and PAGA claims outside of the Class Period.
2. **Plaintiffs.** As of the date the Settlement becomes Final, Plaintiffs hereby fully and finally releases Defendants and the other Released Parties from any and all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any local, state, or federal statute, rule, regulation, ordinance or common law including but not limited to those claims raised in the Action and/or

that could have been raised in the Action, and those arising from or related to their employment with Defendants or the termination thereof during the Class Period (“Plaintiffs’ Released Claims”). This release excludes only the release of claims not permitted by law.

3. **Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Plaintiffs’ Released Claims shall include any and all Class Released Claims and any and all existing claims, demands, suits, actions, causes of action, obligations, agreements, contracts, promises, liabilities, debts, compensation, damages, losses, costs, expenses, and attorneys’ fees, of any and every kind, nature or character, known or unknown, suspected or unsuspected, actual or potential, absolute or contingent, pending or anticipated, which arise out of, are based upon, are by reason of, relate to, or in any way involve Plaintiffs’ employment with one or both Defendants, including any termination thereof, including, but not limited to, those arising under any federal, state, or local law, regulation or ordinance, contract, quasi-contract, the common law, public policy, or any constitution, such as, without limitation, the California Constitution; the California Labor Code, including Labor Code Section 132a; Family Medical Leave Act; California Family Rights Act; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); the California Fair Employment and Housing Act (Cal. Govt. Code §12900 et seq.); the Private Attorneys General Act of 2004 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969; Americans with Disabilities Act; Older Workers Benefit Protection Act; Age Discrimination in Employment Act; Consolidated Omnibus Budget Reconciliation Act of 1985; Employee Retirement Income Security Act of 1974, Civil Code section 51 et seq.; Wage Orders of the California Industrial Welfare Commission; the California Code of Regulations; the California Business and Professions Code; Fair Labor Standards Act; and claims of intentional infliction of emotional distress; defamation and/or libel, or any other damage to reputation claims; breach of implied contract or for claims of a breach of the covenant of good faith and fair dealing, as well as any other express or implied covenant; or any other statute or common law principle of similar effect, known or unknown, which the person giving this release now has, owns, or holds, or claims to have, own or hold, or which said person at any time heretofore had, owned, or held, or claimed to have, own, or hold or which said person at any time hereinafter may have, own, or hold, or claim to have, own, or hold, against each or any of the Released Parties, arising from acts, events, or circumstances occurring on or before the Effective Date of this Agreement. Representative Plaintiffs acknowledge and agree that this Agreement includes her release of claims for disputed wages pursuant to Labor Code Section 206.5. Thus, even if Plaintiffs discover facts and/or

claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

4. **Class Counsel.** As of the date the Settlement becomes Final, and except as otherwise provided by this Agreement, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.
- 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 Plaintiffs or Participating Class Members, and Plaintiffs 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. **Limitation on Public Statements About the Settlement.** No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiffs or their counsel at any time, unless so ordered by the Court. Nothing herein shall prevent Plaintiffs' counsel from responding to inquiries from Class Members or from posting publicly filed documents on Plaintiffs' counsel's website after Preliminary Approval. For its part, Defendants agree that they shall not discourage Class Members from participating in the settlement and shall refer any questions to the Settlement Administrator.
- I. **Miscellaneous Terms.**
 1. **No Admission of Liability or Class Certification for Other Purposes.**
 - a. Defendants and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in this 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 is intended or will be construed as an admission of

liability or wrongdoing by Defendants and/or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiffs and Defendants 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 the Settlement).

- 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 Defendants or any other beneficiary of the releases granted under this Agreement (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. No injunctive or declaratory relief, nor any equitable relief beyond what could be characterized as restitution of claimed unpaid wages will be ordered by the court against Defendants in Final Approval of the Settlement, which will otherwise be grounds for Defendants rescinding and terminating the Settlement.
- d. 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 to enforce any or all terms of this Agreement or in defense of any claims released or barred by this Agreement.

- 2. **Effect of Agreement if Settlement Is Not Approved.** This Agreement was entered into only for the purpose of settlement. In the event either Party invokes its rights under sections III.E.1.c, III.E.4 or III.E.6.d, this Agreement and the Memorandum of Understanding (“MOU”) that preceded it will be deemed null and void *ab initio*. In that event (a) the preliminary approval order, and/or final approval order and judgment, and all of its or their provisions will be vacated by its or their own terms, including, but not limited to, vacating conditional certification of the Class, conditional appointment of Plaintiffs as class representatives and

conditional appointment of Plaintiffs' counsel as class counsel, (b) the Action will revert to the status that existed before the MOU's execution date, and (c) no term or draft of this Agreement or the MOU, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve this Agreement or enter the final approval order and judgment for any reason, or if the Court's approval of the Agreement does not become "final" for any reason, Defendants shall retain all rights to object to the maintenance of the Action as a class and representative action, and nothing in the MOU or this Agreement or other papers or proceedings related to those documents shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class and representative action.

3. **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. This Agreement will supersede and replace the Memorandum of Understanding by and among the Parties and entered on April 16, 2019.
4. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, 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 District Judge for resolution.
5. **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.

6. **No Tax Advice:** Neither Class Counsel nor Defendants' 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.
7. **Modification of Agreement.** 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.
8. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the substantive laws of the State of California and procedural laws of the United States of America, without giving effect to any conflict of law principles or choice of law principles.
10. **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.
11. **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.
12. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with 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 Defendants the destruction of all such documents and data.
13. **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.
14. **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 Plaintiffs and the Class:

Matthew B. Hayes
Kye D. Pawlenko
595 E. Colorado Blvd., Suite 303
Pasadena, CA 91101
Telephone: (626) 808-4357
Fax: (626) 921-4932
E-Mail: mhayes@helpcounsel.com
kpawlenko@helpcounsel.com

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendants:

Kenneth D. Sulzer
Sarah Kroll-Rosenbaum
Sayaka Karitani
Constangy, Brooks, Smith & Prophete, LLP
2029 Century Park East, Suite 1100
Los Angeles, CA 90067
Tel.: (310) 909-7775
Fax: (424) 276-7410
E-Mail: ksulzer@constangy.com
skroll-rosenbaum@constangy.com
skaritani@constangy.com

15. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, email or electronic signature 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.

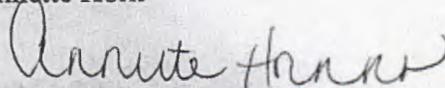
16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over this Action to ensure the continuing implementation of this Agreement.
17. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement by the Parties hereto the continuing litigation of the Action shall be stayed for all purposes pending the outcome of the settlement process.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 6/26 2019

Annette Horn



Dated: _____ 2019

Tekary Wright

Dated: _____ 2019

Lisa E. Delgado

Dated: _____ 2019

Advanced Medical Personnel Services, Inc. and Rise
Medical Staffing, LLC

By: _____

admissible in evidence to prove the existence and contents of this Agreement.

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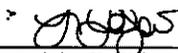
IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____ 2019 Annette Horn

Dated: _____ 2019 Tekary Wright

Dated: 6/27 2019 Lisa E. Delgado



lisa delgado (Jun 27, 2019)

Dated: _____ 2019 Advanced Medical Personnel Services, Inc. and Rise
Medical Staffing, LLC

By: _____

admissible in evidence to prove the existence and contents of this Agreement.

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The Parties and their counsel hereby execute this Agreement.

Dated: _____ 2019 Annette Horn

Dated: _____ 2019 Tekary Wright

Dated: _____ 2019 Lisa E. Delgado

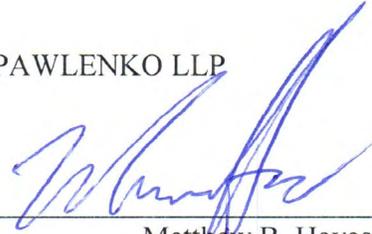
Dated: 6/28/2019 2019 Advanced Medical Personnel Services, Inc. and Rise
Medical Staffing, LLC

By:  _____
9A4FDB321ED84F3...

Dated: 6/26 2019

HAYES PAWLENKO LLP

By: _____



Matthew B. Hayes
Attorneys for Plaintiffs

Dated: _____ 2019

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By: _____

Norman B. Blumenthal
Attorneys for Plaintiffs

Dated: _____ 2019

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

By: _____

Kenneth D. Sulzer
Attorneys for Defendants

Dated: _____ 2019

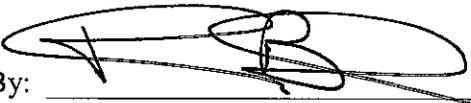
HAYES PAWLENKO LLP

By: _____

Matthew B. Hayes
Attorneys for Plaintiffs

Dated: 7/1 2019

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By:  _____

Norman B. Blumenthal
Attorneys for Plaintiffs

Dated: _____ 2019

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

By: _____

Kenneth D. Sulzer
Attorneys for Defendants

Dated: _____ 2019

HAYES PAWLENKO LLP

By: _____
Matthew B. Hayes
Attorneys for Plaintiffs

Dated: _____ 2019

BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiffs

Dated: June 28, 2019

CONSTANGY, BROOKS, SMITH & PROPHETE, LLP

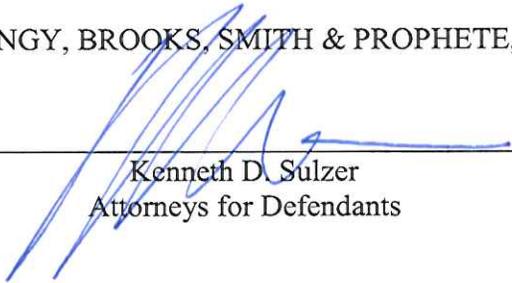
By: _____

Kenneth D. Sulzer
Attorneys for Defendants

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION, AND HEARING DATE
FOR FINAL COURT APPROVAL]

U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

*Annette Horn, et al. v. Rise Medical Staffing, LLC, Advanced Medical Personnel Services, Inc.,
Consolidated Civil Action No. 2:17-cv-01967-MCE-KJN*

*A court has authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
Your legal rights are affected whether you act or do not act.*

NOTICE OF CLASS ACTION SETTLEMENT

To: All non-exempt hourly healthcare professionals employed by Rise Medical Staffing, LLC and/or Advanced Medical Personnel Services, Inc. to work one or more assignments in California from September 21, 2013 through February 28, 2018, who received overtime pay and had the value of per diem benefits and/or monetary bonuses received during the assignment(s) excluded from their regular rate for purposes of calculating overtime pay.

CLASS MEMBERS MAY BE ELIGIBLE TO RECEIVE A PAYMENT FROM THE CLASS ACTION SETTLEMENT DESCRIBED IN THIS NOTICE.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|--|
| DO NOTHING | You will automatically receive a settlement payment based on the calculation set forth in this Notice after the Court grants final approval of the settlement. |
| EXCLUDE YOURSELF BY _____, 2019 | You may exclude yourself (opt out) of the settlement, if you do not want to participate in the settlement. If you timely exclude yourself, you will not receive any payment or release any claims under the settlement. |
| OBJECT BY _____, 2019 | Write to the Settlement Administrator if you think the settlement is not fair. |
| GO TO A HEARING ON _____, 2019 | Ask to speak in Court about the settlement at the final approval/fairness hearing. |

THESE RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.

WHY AM I RECEIVING THIS NOTICE?

You received this notice because the records of Rise Medical Staffing, LLC (“Rise”) and/or Advanced Medical Personnel Services, Inc. (“Advanced”) identify you as a member of a class who will be affected by a proposed class action settlement. The purpose of this notice is to explain the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the U.S. District Court for the Eastern District of California. The case consists of two consolidated class actions, *Horn v. Rise Medical Staffing, LLC, et al* and *Wright, et al. v. Advanced Medical Personnel Services, Inc., et al*, Consolidated Case No. 2:17-cv-01967-MCE-KJN (hereafter, “Lawsuit”).

On _____, 2019, the Court entered an order granting preliminary approval of a proposed settlement and directing that this Notice be sent to class members because they have a right to know about the proposed settlement, and about all of their options, before the Court decides whether to grant final approval of the proposed settlement.

WHO IS INCLUDED IN THE SETTLEMENT?

The settlement includes anyone who is a member of the following class that has been certified for settlement purposes only:

All non-exempt hourly healthcare professional employed by Rise Medical Staffing, LLC and/or Advanced Medical Personnel Services, Inc. to work one or more assignments in California from September 21, 2013 through February 28, 2018, who received overtime pay and had the value of per diem benefits and/or monetary bonuses received during the assignment(s) excluded from their regular rate for purposes of calculating overtime.

Rise and/or Advanced’s records identify you as one of the individuals who falls within the above class definition.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit is brought by three nurses formerly employed by Rise and/or Advanced as healthcare professionals to work one or more assignments in California. These individuals are Annette Horn, Tekary Wright, and Lisa Delgado (collectively “Plaintiffs”). The Lawsuit is brought against Rise and Advanced (together, “Defendants”).

Plaintiffs allege that Defendants violated California law by excluding the value of per diem benefits and bonuses from the calculation of overtime rates of pay and missed meal and rest break premiums. The Lawsuit includes claims for (1) unpaid overtime wages under California Labor Code sections 510 and 1194; (2) unfair business practices under California Business & Professions Code section 17200, et seq., (3) waiting time penalties under California Labor Code section 203; (4) penalties under the Private Attorneys General Act of 2004 (“PAGA”), (5) failure to provide required meal periods under California Labor Code section 226.7 and 512 and the California Wage Orders, (6) failure to authorize and permit required rest breaks under California Labor Code 226.7 and the California Wage Orders, and (7) failure to provide accurate itemized wage statements under California Labor Code section 226.7.

Defendants deny all allegations of the Lawsuit and contend that they fully complied with the California Labor Code and all other applicable laws.

WHO ARE THE ATTORNEYS FOR THE PARTIES?

Counsel for Plaintiffs and the Class (Class Counsel)

HAYES PAWLENKO LLP
Matthew B. Hayes
Kye D. Pawlenko
595 E. Colorado Blvd., Ste. 303
Pasadena, CA 91101
Tel: 626.808.4357
Fax: 626.921.4932

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
Norman B. Blumenthal
Kyle D. Nordrehaug
Aparajit Bhowmik
2255 Calle Clara
La Jolla, CA 92037
Tel: 858.551.1223
Fax: 858.551.1232

Counsel for Defendant

CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP
Kenneth D. Sulzer
Sarah Kroll-Rosenbaum
Sayaka Karitani
2029 Century Park East,
Suite 1100
Los Angeles, CA 90067
Tel: 310.909.7775
Fax: 424.465.6630

WHY IS THERE A SETTLEMENT?

The Court has not decided any of the claims asserted in the Lawsuit. There was no trial. Plaintiffs have agreed to the proposed settlement because they believe it will provide prompt and substantial benefits to the class. These benefits were compared with the risk of zero recovery after a contested trial and likely appeals, possibly years into the future. Defendants, who vigorously deny all allegations of wrongdoing or liability whatsoever, have agreed to the proposed settlement to eliminate the burden, expense, uncertainty, and distraction of further litigation.

WHAT IS THE SETTLEMENT AMOUNT

The proposed Settlement provides for a payment of \$2,000,000.00 (referred to as the “Gross Settlement Amount”). Class Counsel will apply to the Court for attorneys’ fees of no more than one-third (\$666,666.66) of the Gross Settlement Amount and for a reimbursement for litigation costs of no more than \$12,000.00. Class Counsel will also apply for class representative service awards of no more than \$10,000.00 each for Annette Horn and Tekary Wright and no more than \$5,000 for Lisa Delgado for their work and efforts prosecuting this case, and for undertaking the risks of payment of costs (a risk if there had been an unsuccessful outcome in this Lawsuit). Settlement administration costs anticipated not to exceed \$20,000 and a payment of \$37,500 to the California Labor & Workforce Development Agency (“LWDA”) for its share of PAGA penalties will also be deducted from the Gross Settlement Amount. The exact amount of the attorneys’ fees, litigation costs, class representative service awards, and settlement administrator costs will be determined by the Court at the final approval hearing.

The remaining portion of the Gross Settlement Amount – the “Settlement Pool” – is currently estimated to be approximately \$1,238,833.40. The Settlement Pool will be apportioned and paid out to members of the Settlement Class who do not request to be excluded (“opt out”) of the settlement. **You are not required to do anything to be eligible to receive payment from the Settlement Pool.**

HOW WILL THE CLASS MEMBER SETTLEMENT PAYMENTS BE CALCULATED?

The Settlement Pool will be allocated pro rata among the class members who do not request to be excluded (“opt out”) from the settlement based on the number of workweeks each class member worked within the class period, which is from September 21, 2013 through February 28, 2018. The Settlement Pool will first be divided by the aggregate number of workweeks that each class members worked during the class period to determine the monetary value of each qualifying workweek. The settlement payment to each individual class member will then be calculated by multiplying the number of qualifying workweeks worked by that individual by the monetary value of each qualifying workweek.

Each settlement payment will be allocated seventy-five percent (75%) to alleged unpaid wages and twenty-five percent (25%) to alleged penalties and interest. The portion of the settlement payment allocated to wages will be subject to regular and/or applicable payroll and income tax withholdings, and will be reported on an IRS Form W-2. The portion of the settlement payment allocated to penalties and interest will be reported on an IRS Form 1099. Class members will be responsible for correctly characterizing the settlement payment for tax purposes and paying taxes due, if any.

HOW MUCH WILL MY PAYMENT BE?

The amount of your payment is estimated to be \$ [REDACTED]. That amount is based on Defendants’ records that show that you worked [REDACTED] workweeks in California for Rise and/or Advanced between September 21, 2013 through February 28, 2018.

WHAT SHOULD I DO IF MY QUALIFYING WORKWEEK INFORMATION IS INCORRECT?

If you believe your amount of workweeks worked for Defendants in the State of California between September 21, 2013 through February 28, 2018 as stated in the paragraph above is incorrect, you may send a letter to the settlement administrator, ILYM Group, Inc. (hereafter “Settlement Administrator”), indicating what you believe to be the correct information. You should include any documents or other information that supports what you believe to be the correct number of workweeks. The Settlement Administrator will resolve any dispute regarding this issue based on Defendants’ records and any information that you provide. The estimated payment amount and number of qualifying workweeks stated in the preceding paragraph will be presumed correct unless you supply company records from Rise and/or Advanced or other competent records showing different information. Your letter must be postmarked on or before [REDACTED], 2019. [45 days within mailing of Notice Packet – the Response Deadline] and sent to the following address:

[Settlement Administrator Line 1]
[Settlement Administrator Line 2]
[Settlement Administrator Line 3]

DO I HAVE TO TAKE ANY ACTION TO RECEIVE A PAYMENT?

No. To receive your settlement, payment, you do not need to do anything. If you do nothing, you will automatically receive a payment because you are an identified class member. However, it is your responsibility to keep the Settlement Administrator informed of any changes to your address. Your settlement payment will be mailed to the last known address the Settlement Administrator has on file for you. If your mailing address is different than the address to which this Notice was mailed, you should contact the Settlement Administrator to change your address at 1-800-[REDACTED]. Settlement payment checks should be

deposited soon after receipt. Checks uncashed after 180 days will be voided and the funds sent to the State of California Controller's Office of Unclaimed Property in the name of the class member.

WHEN WILL I GET MY PAYMENT?

The settlement payments will be distributed only if the Court approves the proposed settlement. The Court will hold a final approval hearing on _____, 2019 to decide whether to finally approve the proposed settlement. If the Court grants final approval and there is no appeal of that order, settlement payments will be distributed approximately two and one-half (2 ½) months after the Court enters a Judgment approving the settlement. If there is an appeal of the Court's Judgment granting final approval, however, the approval process will take additional time to resolve and could last for more than a year.

WHAT CLAIMS AM I RELEASING IN RETURN FOR A PAYMENT?

If the proposed settlement is finally approved by the Court, all class members who have not timely requested exclusion from the settlement will release Rise Medical Staffing, LLC, Advanced Medical Personnel Services, Inc. and each and all of their past, present and future owners, partners, members, parents, subsidiaries, divisions, shareholders, attorneys and employees, as well as each of their respective past, present, and future officers, directors, employees, predecessors, successors, assigns and agents, including, without limitation, any investment bankers, accountants, insurers, and reinsurers, from any and all class claims that were or could have been alleged based on the facts alleged in the operative complaint on file in the Lawsuit which occurred during the class period (i.e. from September 21, 2013 through February 28, 2018), including, but not limited to claims for (1) failure to pay overtime wages in violation of California Labor Code §§ 510 and 1194; (2) violation of the California Business and Professions Code §17200 *et seq.*; (3) failure to timely provide wages due in violation of California Labor Code §§ 201, 202, and 203; (4) failure to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable Wage Order; (5) failure to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable Wage Order; (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226; and any similar claims and any related statutory and/or civil penalties, which were alleged or could have been alleged based on the facts of the operative complaint ("Released Claims"). These Released Claims expressly exclude claims of vested benefits, wrongful termination, unemployment insurance, social security, disability, and workers' compensation, and class claims outside of the class period and PAGA claims outside of the class period.

HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT

If you wish to pursue your own separate legal action against Defendants for the claims asserted in the Lawsuit, or if you otherwise wish not to participate in the settlement for whatever reason, you should exclude yourself from this case (that is, "opt out" of the Settlement). To opt out and exclude yourself from the settlement, you must fill out, sign, and return the enclosed Request for Exclusion Form to the Settlement Administrator.

The Request for Exclusion Form must include your full name, current address, and last four digits of your social security number, must be signed by you, and must be postmarked and mailed to the Settlement Administrator at the below address on or before _____, 2019. [45 days within mailing of Notice Packet.] Request for Exclusion Forms postmarked after this date may be disregarded.

[Settlement Administrator Line 1]
[Settlement Administrator Line 2]
[Settlement Administrator Line 3]

All individuals who timely return a properly filled out Request for Exclusion Form will not be part of the settlement, will not release any claims under the settlement, and will not receive any payment under the settlement.

HOW DO I OBJECT TO THE SETTLEMENT?

If you don't think the proposed settlement is fair, you can object to the settlement and tell the Court that you don't agree with the settlement or some part of it. The Court will consider your input. To object, you must mail a written objection to the Settlement Administrator at the addresses listed below postmarked no later than _____, 2019 [45 days from mailing Notice Packet]. The written objection should include the following: (1) the case name and number: *Annette Horn, et al. v. Rise Medical Staffing, LLC, Advanced Medical Personnel Services, Inc.*, Case No. 2:17-cv-01967-MCE-KJN; (2) your full name, address, and last four digits of your social security number, (3) the specific reasons you object to the terms of the Settlement, and (4) your signature. You should also state in the written objection whether you (or your attorney) intends to appear at the final fairness/approval hearing. If you are represented by an attorney, the written objection should include the name, address, and telephone number of the attorney. Mail the objection to the addresses listed below postmarked on or before _____, 2019 [45 days of mailing of Notice Packet.]

[Settlement Administrator Line 1]

[Settlement Administrator Line 2]

[Settlement Administrator Line 3]

WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND OPTING OUT?

Objecting is telling the Court that you don't like something about the settlement. You may object only if you remain in the settlement class. By contrast, requesting to be excluded or opting out of the class is telling the Court that you don't want to participate in the settlement. If you opt out, you have no basis to object because the settlement no longer affects you.

WHEN AND WHERE IS THE FINAL APPROVAL/FAIRNESS HEARING?

The Court will hold a final approval/fairness hearing concerning the proposed settlement on _____, 2019 at _____, in Courtroom 7 of the U.S. District Court for the Eastern District of California, located at 501 I Street, Sacramento, CA 95814. At this hearing the Court will determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the class representatives' service awards, the Settlement Administrator's fees and expenses, and the payment to the LWDA.

The Court may reschedule the final approval/fairness hearing without further notice to the class members. However, any class member who has submitted a timely objection to the settlement will be notified by Class Counsel of any rescheduling of the date and time of the final approval/fairness hearing.

You are **not** required to come to the final approval/fairness hearing. Class Counsel will represent the interests of class members at the hearing. But you are welcome to come at your own expense and you may ask the Court for permission to speak at the hearing. If you send an objection, you don't have to come to Court to talk about it. As long as you timely mailed your written objection, the Court will consider it. You may also hire and pay your own lawyer to attend if you so desire.

WHO MAY I CONTACT IF I HAVE QUESTIONS ABOUT THE SETTLEMENT?

You may contact Class Counsel, Hayes Pawlenko LLP at 626.808.4357 or Blumenthal Nordrehaug Bhowmik De Blouw LLP at 858.551.1223, if you have any questions about the proposed settlement. You may also contact the Settlement Administrator, ILYM Group, Inc., by calling toll free 1-800- , or you can write to the Settlement Administrator at [Address].

PLEASE DO NOT CALL THE COURT ABOUT THE SETTLEMENT

REQUEST FOR EXCLUSION FORM

Annette Horn, et al. v. Rise Medical Staffing, LLC, Advanced Medical Personnel Services, Inc.,
Consolidated Civil Action No. 2:17-cv-01967-MCE-KJN
United States District Court, Eastern District of California

To exclude yourself or “opt out” from the Settlement, complete, sign, and date this form, and then mail it on or before -----, 2019 to the Settlement Administrator at the following address:

ILYM Group, Inc.
P. O. Box _____
_____, _____

INSTRUCTIONS

- A. Only complete and return this form if you do **NOT** want to be included in the Settlement. You will **NOT** receive a settlement payment if you return this form.
- B. To exclude yourself or “opt out” of the Settlement, complete, sign, date and return this form. To be effective, this form must be filled out completely and postmarked on or before -----, 2019.
- C. You are responsible for maintaining a copy of the fully completed form and proof of mailing.

I want to **OPT-OUT** of the class action lawsuit and settlement entitled *Annette Horn, et al. v. Rise Medical Staffing, LLC, Advanced Medical Personnel Services, Inc., United States District Court, Eastern District of California, Consolidated Case No. 2:17-cv-01967-MCE-KJN*. I understand that by requesting to be excluded from the settlement, I will receive no money from the settlement described in this Notice.

Name: _____

Address: _____

Last 4 Digits of SSN: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date

EXHIBIT B

[ORDER OF PRELIMINARY APPROVAL OF SETTLEMENT]

1 HAYES PAWLENKO LLP
2 Matthew B. Hayes (SBN 220639)
3 mhayes@helpcounsel.com
4 Kye D. Pawlenko (SBN 221475)
5 kpawlenko@helpcounsel.com
6 595 E. Colorado Blvd., Suite 303
7 Pasadena, CA 91101
8 (626) 808-4357; FAX (626) 921-4932
9 Attorneys for Plaintiff Annette Horn

10 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
11 Norman B. Blumenthal (SBN 060687)
12 Kyle D. Nordrehaug (SBN 205975)
13 Aparajit Bhowmik (SBN 248066)
14 2255 Calle Clara
15 La Jolla, CA 92037
16 (858) 551-1223; Fax (858) 551-1232
17 Attorneys for Plaintiff Tekary Wright

18 **UNITED STATES DISTRICT COURT**
19 **EASTERN DISTRICT OF CALIFORNIA**

20 ANNETTE HORN, an individual on behalf
21 of herself and others similarly situated,

22 Plaintiff,

23 v.

24 RISE MEDICAL STAFFING, LLC;
25 ADVANCED MEDICAL PERSONNEL
26 SERVICES, INC.; and DOES 1 to 10
27 inclusive,

28 Defendants.

Consolidated Case No. 2:17-cv-01967-MCE-KJN

**[PROPOSED] ORDER GRANTING MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 22, 2019

Time: 2:00 p.m.

Location: Courtroom 7

TEKARY WRIGHT and LISA DELGADO,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

ADVANCED MEDICAL PERSONNEL
SERVICES, INC.; RISE MEDICAL
STAFFING, LLC; and DOES 1 through 50,
Inclusive,

Defendants.

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 Plaintiffs Annette Horn, Tekary Wright, and Lisa Delgado (“Plaintiffs”), individually and
2 on behalf of the proposed class, moved the Court for an order granting preliminary approval of a
3 class action settlement of claims against defendants Rise Medical Staffing, LLC and Advanced
4 Medical Personnel Services, Inc. (“Defendants”). Having carefully considered the motion, its
5 supporting papers, and the arguments of counsel, the Court will GRANT the motion.
6 Accordingly, the Court ORDERS as follows:

7 1. The Court preliminarily finds that the terms of the Class Action Settlement
8 Agreement (“Settlement”) are fair, reasonable, and adequate, and comply with
9 Rule 23(e) of the Federal Rules of Civil Procedure.

10 2. The following proposed class (“Settlement Class”) is conditionally certified for
11 purposes of the Settlement only:

12 All non-exempt hourly healthcare professionals employed by Rise Medical
13 Staffing, LLC and/or Advanced Medical Personnel Services, Inc. to work one or
14 more assignments in California from September 21, 2013 through February 28,
15 2018 who received overtime pay and had the value of per diem benefits and/or
16 monetary bonuses received during the assignment(s) excluded from their regular
17 rate for purposes of calculating overtime pay.

18 3. The Court appoints Plaintiffs as the representative of the Settlement Class.

19 4. The Court appoints Hayes Pawlenko LLP and Blumenthal, Nordrehaug,
20 Bhowmik, De Blouw LLP as class counsel for the Settlement Class.

21 5. The proposed manner of the notice of settlement set forth in the Settlement
22 constitutes the best notice practicable under the circumstances and complies with the requirement
23 of due process.

24 6. The Court approves the form, substance, and requirements of the notice of
25 settlement attached as Exhibit A to the Settlement.

26 7. The parties shall carry out the notice process according to the terms of the
27 Settlement.
28

**[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

1 8. The Court appoints ILYM Group, Inc. as the settlement administrator,
2 preliminarily approves settlement administration costs of up to \$ 20,000, and, in accordance with
3 the Settlement, directs the settlement administrator to complete dissemination of the notice of
4 settlement within 30 days of entry of this Order.

5 9. A final approval (fairness) hearing is hereby set for _____, 2019, at 2:00
6 p.m. in Courtroom 7 to consider the fairness, reasonableness, and adequacy of the Settlement as
7 well as the award of attorneys' fees and costs to class counsel, and incentive awards to the class
8 representatives.

9 10. Class counsel shall file the motion for an award of attorneys' fees and costs and
10 incentive awards twenty-one (21) days after the settlement administrator disseminates the notice
11 of settlement.

12 11. Class counsel shall file the motion for final approval of the Settlement, along with
13 any objections to the Settlement and any responses thereto, no later than twenty-eight (28) days
14 before the final approval (fairness) hearing. Defendants may also file a memorandum in support
15 of final approval of the Settlement or in response to objections no later than fourteen (14) days
16 before the final approval (fairness) hearing.

17 12. All proceedings in this action, other than proceedings necessary to carry out or
18 enforce the Settlement or this Order, are stayed pending the final fairness hearing and the Court's
19 decision whether to grant final approval of the Settlement.
20

21 DATED: _____

HON. MORRISON C. ENGLAND, JR.
United States District Judge

EXHIBIT C

[ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
JUDGMENT]

1 HAYES PAWLENKO LLP
2 Matthew B. Hayes (SBN 220639)
3 mhayes@helpcounsel.com
4 Kye D. Pawlenko (SBN 221475)
5 kpawlenko@helpcounsel.com
6 595 E. Colorado Blvd., Suite 303
7 Pasadena, CA 91101
8 (626) 808-4357; FAX (626) 921-4932
9 Attorneys for Plaintiff Annette Horn

10 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
11 Norman B. Blumenthal (SBN 060687)
12 Kyle D. Nordrehaug (SBN 205975)
13 Aparajit Bhowmik (SBN 248066)
14 2255 Calle Clara
15 La Jolla, CA 92037
16 (858) 551-1223; Fax (858) 551-1232
17 Attorneys for Plaintiff Tekary Wright and Lisa Delgado

18 **UNITED STATES DISTRICT COURT**
19 **EASTERN DISTRICT OF CALIFORNIA**

20 ANNETTE HORN, an individual on behalf
21 of herself and others similarly situated,

22 Plaintiff,

23 v.

24 RISE MEDICAL STAFFING, LLC;
25 ADVANCED MEDICAL PERSONNEL
26 SERVICES, INC.; and DOES 1 to 10
27 inclusive,

28 Defendants.

Consolidated Case No. 2:17-cv-01967-MCE-KJN

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: _____, 2019

Time: 2:00 p.m.

Location: Courtroom 7

TEKARY WRIGHT and LISA DELGADO,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiff,

vs.

ADVANCED MEDICAL PERSONNEL
SERVICES, INC.; RISE MEDICAL
STAFFING, LLC; and DOES 1 through 50,
Inclusive,

Defendants.

**[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

1 Presently before this Court is Plaintiffs' motion for final approval of the Class Action
2 Settlement Agreement ("Settlement").

3 WHEREAS, on _____, 2019, this Court granted preliminary approval of the
4 Settlement and conditionally certified the following class ("Settlement Class") for purposes of
5 the Settlement only:

6 All non-exempt hourly healthcare professionals employed by Rise Medical
7 Staffing, LLC and/or Advanced Medical Personnel Services, Inc. to work one or
8 more assignments in California from September 21, 2013 through February 28,
9 2018 who received overtime pay and had the value of per diem benefits and/or
10 monetary bonuses received during the assignment(s) excluded from their regular
11 rate for purposes of calculating overtime pay;

12 WHEREAS, in compliance with this Court's Order granting preliminary approval of the
13 Settlement, notice was sent to all members of the Settlement Class on _____,
14 2019;

15 WHEREAS, the present motion for final approval of the Settlement was filed on
16 _____, 2019, and a motion for attorneys' fees, costs, service awards, and settlement
17 administration expenses was filed on _____, 2019;

18 WHEREAS, a final fairness hearing was held on _____, 2019; and

19 WHEREAS, the Court has now considered all papers, evidence and argument submitted
20 regarding the Settlement;

21 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as
22 follows:

23 1. The Court grants final approval of the Settlement and finds that it is fair,
24 reasonable, and adequate and satisfies the standards for final approval of a class action
25 settlement under federal law. The parties shall fulfill the terms of the Settlement.

26 2. The Settlement and this Judgment shall be binding on all individuals falling
27 within the definition of the Settlement Class with the exception of only the following individuals
28

[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT

1 who timely requested exclusion from the certified class: _____.

2 3. The notice of Settlement and notice methodology implemented by the parties
3 following the Order granting preliminary approval of the Settlement (i) was the best practicable
4 notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to
5 apprise the Settlement Class of the pendency of the Settlement, their right to object to the
6 Settlement, and their right to appear at the final fairness hearing; (iii) was due, adequate and
7 sufficient notice to all persons entitled to receive notice; and (iv) complied fully with all
8 applicable law.

9 4. The Court approves class counsel attorneys' fees in the amount of \$ _____
10 and reimbursement of litigation expenses in the amount of \$ _____, which shall
11 be paid in accordance with the terms of the Settlement.

12 5. The Court approves class representative service awards of \$10,000 each to
13 Annette Horn and Tekary Wright and \$5,000 to Lisa Delgado, which shall be paid in accordance
14 with the terms of the Settlement.

15 6. The Court approves settlement administration fees and expenses to ILYM Group,
16 Inc., in the amount of \$ _____, which shall be paid in accordance with the
17 terms of the Settlement.

18 7. The parties shall bear their own costs and attorneys' fees except as otherwise
19 provided herein.

20 8. Without affecting the finality of this matter, this Court shall retain exclusive
21 jurisdiction over this action and the parties, including the Settlement Class, for purposes of
22 enforcing the terms and conditions of the Settlement.

23 9. The Court enters final judgment in this action.
24

25 **IT IS SO ORDERED**

26 DATED: _____

27 _____
28 HON. MORRISON C. ENGLAND, JR.
United States District Judge

[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT