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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

SHAHNA BOND, an individual on behalf of)
herself and others similarly situated,)

Plaintiff,)

v.)

KPG HEALTHCARE LLC.; and DOES 1 to)
10 inclusive,)

Defendants.)

Case No.: 30-2020-01140084-CU-OE-CXC

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 31, 2023
Time: 2:00 p.m.
Dept.: CX-101

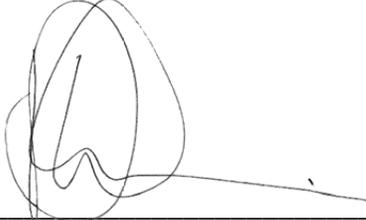
- 1 4. The Court preliminarily approves the gross settlement amount of \$816,851.
- 2 5. The Court appoints CPT Group, Inc. (“CPT”) as the settlement administrator and
3 preliminarily approves settlement administration expenses not to exceed \$10,000.
- 4 6. The Court preliminarily approves attorneys’ fees to Plaintiff’s counsel not to
5 exceed \$272,256.44.
- 6 7. The Court preliminarily approves reimbursement of actual litigation costs to
7 Plaintiff’s counsel not to exceed \$15,000.
- 8 8. The Court preliminarily approves a service award to Plaintiff not to exceed
9 \$5,000.
- 10 9. The Court approves, both as to form and content, the Notice of Class Action
11 Settlement (“Notice”) attached hereto as EXHIBIT 2.
- 12 10. The Court approves, both as to form and content, the Request for Exclusion form
13 attached hereto as EXHIBIT 3.
- 14 11. The Court approves, both as to form and content, the Objection form attached
15 hereto as EXHIBIT 4.
- 16 12. Not later than 15 days after the date of this Order, KPG shall deliver the class data
17 to CPT in the form of a Microsoft Excel spreadsheet.
- 18 13. Not later than 14 days after receipt of the class data, CPT shall send the Notice via
19 first-class United States Postal Service mail to all class members identified in the class data.
- 20 14. Class members shall have 60 days after the mailing of the Notice to opt-out of the
21 class, object to the settlement, or dispute their number of workweeks.
- 22 15. Class members whose Notice is re-mailed shall have an additional 14 days after
23 the remailing of the Notice to opt-out of the class, object to the settlement, or dispute their
24 number of workweeks.
- 25 16. As an alternative to a written objection, class members may orally object in
26 person or through counsel at the Final Approval hearing.
- 27 17. A final fairness hearing is scheduled for January 4, 2024, at 2:00 p.m.
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18. Plaintiff shall file her motion for final approval and motion for attorneys' fees, costs, enhancement award, and settlement administration expenses no later than 16 court days before the final fairness hearing.

IT IS SO ORDERED.

Dated: September 1, 2023



Hon. Peter J. Wilson
Judge of the Superior Court

EXHIBIT 1

AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT

Plaintiff Shahna Bond (“Plaintiff”) and Defendant KPG Healthcare LLC (“Defendant”) (together, “the Parties”) hereby stipulate, through their respective counsel of record, as follows:

WHEREAS, on April 14, 2023, the Parties entered into a Class Action Settlement Agreement (“Agreement”) attached hereto as **EXHIBIT A**.

WHEREAS, on July 13, 2023, the Court directed the Parties to file an amendment to the Agreement, rather than an amended Agreement, to avoid use of limited Court time and sources.

WHEREAS, Paragraph 11.6 of the Agreement provides that “[t]his Agreement, 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, and approved by the Court.”

WHEREAS, pursuant to Paragraph 11.6 of the Agreement, counsel for all Parties hereby stipulate and agree to amend the Agreement as provided herein.

NOW, THEREFORE, the Parties, through their respective attorneys of record, HEREBY STIPULATE as follows:

1. The reference in Paragraph 3.1 of the Agreement to “Paragraph 9” is amended to read “Paragraph 7.”
2. The second sentence of Paragraph 7 of the Agreement is amended to read as follows:

“In the event that there are more than 401 Class Members, the Parties agree that the Gross Settlement Amount shall increase pro rata by \$2,037 for each additional individual.”

3. The Agreement is amended to add the following Paragraph 6.5.1:

“The Parties shall file with the Court all challenges to calculation of Workweeks submitted by Class Members, the evidence submitted, and the Administrator’s determination of the challenges. The Court shall have the right to review any

determination made by the Administrator regarding a challenge to calculation of Workweeks.”

4. The Agreement is amended to add the following Paragraph 6.3.6:

“The Administrator shall post on its website for at least 180 days key documents in the Action including the Operative Complaint, the Agreement and any amendments thereto, the Class Notice, the Request for Exclusion form, the Objection form, and the Orders for Preliminary and Final Approval and the Judgment.”

5. The Agreement is amended to add the following Paragraph 11.11:

“The Court shall have continuing jurisdiction over the Action pursuant to Code of Civil Procedure § 664.6.”

IT IS SO STIPULATED.

DATED: August 21, 2023

HAYES PAWLENKO LLP

By: /s/Kye D. Pawlenko
Attorneys for Plaintiff

DATED: August 21, 2023

**GREENBERG GLUSKER FIELDS CLAMAN
& MACHTINGER LLP**

By: /s/Wendy E. Lane
Attorneys for Defendant

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Shahna Bond (“Plaintiff”) and defendant KPG Healthcare LLC (“KPG”). The Agreement refers to Plaintiff and KPG collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against KPG captioned *Shahna Bond v. KPG Healthcare LLC*, case number 30-2020-01140084-CU-OE-CXC, initiated on April 17, 2020 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Class” means the class certified by the Court on June 27, 2022: “All hourly nurses employed by KPG Healthcare LLC in California who, at any time from April 17, 2016 through the date of class certification, worked one or more workweeks in which they were paid overtime and received a housing stipend and/or a meals and incidentals stipend, with the exception of those individuals who executed an arbitration agreement with KPG Healthcare LLC.”
- 1.5. “Class Counsel” means Hayes Pawlenko LLP.
- 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7. “Class Data” means Class Member identifying information in KPG’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks.

- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period from April 17, 2016 to June 27, 2022.
- 1.12. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Orange.
- 1.15. “KPG” means named Defendant KPG Healthcare LLC.
- 1.16. “Defense Counsel” means Greenberg Glusker Fields Claman & Machtinger LLP.
- 1.17. “Effective Date” means the date by when both of the following have occurred:
- (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Gross Settlement Amount” means \$816,851 which is the total amount KPG agrees to pay under the Settlement except as provided in Paragraph 7 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.22. “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked by the Participating Class Member during the Class Period.
- 1.23. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.24. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.25. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.26. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.27. “Plaintiff” means Shahna Bond, the named plaintiff in the Action.
- 1.28. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

- 1.29. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval.
- 1.30. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.31. "Released Parties" means: KPG and each of its former and present directors, officers, shareholders, owners, members, agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates as well as any agency, medical facility, hospital or KPG client, including but not limited to Cross Country Workforce Solutions and/or John Muir Health System or any affiliates thereof, with which any Class Member worked during the Class Period as a result of the Class Member's employment with KPG.
- 1.32. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.33. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.34. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.35. "Workweek" means any week during which a Class Member worked for KPG for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On April 17, 2020, Plaintiff commenced this Action by filing a Complaint alleging causes of action against KPG for failure to pay overtime, unfair business practices, and waiting time penalties. The First Amended Complaint, filed on July 6, 2021, is the operative complaint in the Action (the "Operative Complaint.") KPG denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. On January 10, 2023, the Parties participated in an all-day mediation presided over by the Hon. Carl J. West (Ret.) which led to this Agreement to settle the Action.
- 2.3. Prior to mediation, Plaintiff obtained, through formal and informal discovery, documents, testimony, and damages data. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.4. The Court has granted class certification. On June 27, 2022, the Court certified the following class: "All hourly nurses employed by KPG Healthcare LLC in California who, at any time from April 17, 2016 through the date of class certification, worked one or more workweeks in which they were paid overtime and received a housing stipend and/or a meals and incidentals stipend, with the exception of those individuals who executed an arbitration agreement with KPG Healthcare LLC."
- 2.5. At the request of the Parties, the Court stayed the Action pending private mediation and continued the deadline for the Parties to submit a proposed notice of class certification.
- 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, KPG promises to pay \$816,851.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. KPG has no obligation to pay the Gross Settlement Amount or any payroll taxes prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to KPG.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member. KPG will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$272,256.44 and a Class Counsel Litigation Expenses Payment of not more than \$15,000.00. KPG will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds KPG harmless, and indemnifies KPG, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of

Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 66.66% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non- Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY

OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEYS OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, KPG will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. KPG has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which KPG must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.2. Funding of Gross Settlement Amount. KPG shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay KPG's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within 14 days after KPG funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments.

- 4.3.1. The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.2. The Administrator shall conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.3.3. For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.3.4. The payment of Individual Class Payments shall not obligate KPG to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when KPG fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, legatees, executors, guardians, successors, and assigns generally, forever and completely release and discharge Released Parties from all complaints,

claims, causes of action, charges, liabilities, obligations, agreements, controversies, transactions, occurrences, damages, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Stipulation, whether known or unknown, suspected or unsuspected, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action and released under Paragraph 5.2, below. As well as any other claims that could have been asserted by Plaintiff in connection with her employment with KPG or termination thereof through the date of execution of this Agreement ("Plaintiff's Release.") Without limiting the generality of the foregoing, Plaintiff expressly releases all claims or rights, both in her individual capacity and in her capacity as a future representative in a class action or collective action, against Released Parties arising out of or relating to alleged violations of any contracts, express or implied (including but not limited to any tort, including but not limited to, negligence, fraud, misrepresentation and violation of California Labor Code section 970, negligent infliction of emotional distress, intentional infliction of emotional distress, defamation, "retaliation" claims and claims for violation of public policy, any claim for improper or unauthorized wage deductions, failure to pay the applicable wage, unpaid wages, unpaid vacation benefits, penalties, liquidated damages, other damages, overtime, and alleged "off the clock" work under federal and state law, including, but not limited to, California Labor Code Sections 204 and 558, waiting time penalties pursuant to California Labor Section 203, damages or penalties pursuant to California Labor Code Section 226, meal period and rest break payments and penalties pursuant to California Labor Code Sections 226.7 and 512, failure to provide itemized wage statements pursuant to California Labor Code Section 226, statutory or civil penalties pursuant to California Labor Code Sections 210, failure to indemnify for business expenses pursuant to Labor Code section 2802, unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200 et seq., interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys' fees and costs, including those pursuant to California Labor Code Section 1194 et seq.; claims under the Private Attorneys General Act of 2004, Labor Code section 2699 et seq., and the alleged violation or breach of any other state or federal statute, rule and or regulation; including all applicable Industrial Welfare Commission Wage Orders, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs or attorneys' fees in connection with any of the foregoing, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "wrongful discharge," "constructive discharge," and "retaliation" claims; any claims relating to any breach of public policy; any legal restrictions on

Defendant's right to discharge employees; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) Equal Pay Act, 29 U.S.C. § 209(d)(1) and Labor Code 1197.5 (equal pay); (4) Americans with Disabilities Act, 42 U.S.C. § 12100 et seq. (disability discrimination); (5) Family and Medical Leave Act, 29 U.S.C. § 2601 et seq. (family/medical leave); (6) California Fair Employment and Housing Act, Cal. Government Code § 12900 et seq. (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, disability, marital status, sex (including pregnancy), or age, including retaliation for reporting discrimination or harassment); (7) California Family Rights Act, Cal. Government Code § 12945.1 et seq. (family/medical leave); (8) California Labor Code, including Section 1720 et seq., or any Industrial Welfare Commission Wage Order; (9) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (10) Executive Order 11141 (age discrimination); (11) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (12) the Fair Labor Standards Act; and (13) Employee Retirement Income Security Act, 29 U.S.C. § 1000 et seq. (employee benefits). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, 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.

- 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present

representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint or ascertained in the course of the Action, including but not limited to any claims regarding calculation of the hourly or daily rate for any and all forms of compensation and/or benefits during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Except for those Settlement Class Members who exclude themselves in compliance with the procedures set forth below, all Settlement Class Members will: (i) be deemed to be Participating Class Members for all purposes under this Agreement; and (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein. Participating Class Members who do not timely exclude themselves in compliance with the procedures set forth above will be bound by all the terms of this Agreement, regardless of whether that Participating Class Member receives and cashes his or her settlement check.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc. ("CPT") to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

6.3. Notice to Class Members.

6.3.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

6.3.2. Using best efforts to perform as soon as possible, and in no event later

than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 6.3.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 6.3.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 6.3.5. If the Administrator, KPG or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

6.4. Requests for Exclusion (Opt-Outs).

- 6.4.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion, substantially in the form attached hereto

as **Exhibit B**, not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

6.4.2. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.4.3. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

6.5. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

6.6. Objections to Settlement.

6.6.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

6.6.2. Participating Class Members may send a written Objection, substantially in the form attached hereto as **Exhibit C**, to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may

appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. Absent good cause found by the Court, a Participating Class Member who elects to send a written Objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

6.6.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

6.6.4. Class Counsel shall file with the Court a single packet of all written Objections received by the Administrator.

7. **CLASS SIZE AND ESCALATOR CLAUSE.** KPG represents that there are 401 Class Members. In the event that there are more than 401 Class Members, the Parties agree that the Gross Settlement Amount shall increase pro rata for each additional individual.

8. **KPG'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion exceeds 5% of the total of all Class Members, KPG may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if KPG withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, KPG will remain responsible for paying all Settlement Administration Expenses incurred to that point.

9. **INTERIM STAY OF PROCEEDINGS.** Pending completion of all of the prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement, including amending the operative Complaint.

10. **NO PUBLICITY.** The Parties agree that Class Counsel or any other attorneys acting for Class Members or Plaintiff shall not make any press releases or conduct any press conferences or engage in other publicity, including but not limited to advertising, speaking with reporters, blogging, making social media posts or making any public statements orally or in writing regarding the Action or the settlement of the Action with KPG, including the terms of this Agreement. Nothing in this paragraph is meant to restrict the Administrator from issuing required notices to Class Members as set forth in this Agreement.

11. **ADDITIONAL PROVISIONS.**

11.1. No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by KPG that any of the allegations in the Operative Complaint have merit or that KPG has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that KPG's defenses in the Action have merit. Whether or not the Court issues Preliminary Approval or Final Approval, nothing contained herein, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of KPG or any of the other Released Parties. Each of the Parties hereto has entered into this Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Agreement.

11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and KPG, 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 reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement,

submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 11.6. Modification of Agreement. This Agreement, 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, and approved by the Court.
- 11.7. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.8. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.9. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if 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. It is agreed that, because the Participating Class Members are numerous, it is impossible or impractical to have each Participating Class Member execute this Agreement. The Notice will advise all Participating Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Participating Class Member.

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IT IS SO AGREED:

Dated: 4/14/23

/s/Shahna Bond
SHAHNA BOND

Dated: 4/12/23

/s/Charlie Gugliuzza
KPG HEALTHCARE LLC

Name: Charlie Gugliuzza
Title: General Counsel

APPROVED AS TO FORM:

Dated: 4/13/23

/s/Kye D. Pawlenko
KYE D. PAWLENKO
Attorney for Shahna Bond

Dated: 4/12/23

/s/Wendy E. Lane
WENDY E. LANE
Attorney for KPG Healthcare LLC

EXHIBIT 2

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

Shahna Bond v. KPG Healthcare LLC, Case No. 302-2020-01140084-CU-OE-CXC

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit (“Action”) against KPG Healthcare LLC (“KPG”) for alleged wage and hour violations. The Action was filed by a former KPG employee, Shana Bond (“Plaintiff”), and seeks payment of back wages, interest, and penalties for a class of hourly nurses (“Class Members”) who worked for KPG during the Class Period (April 17, 2016 to June 27, 2022) and worked one or more workweeks in which they were paid overtime and received a housing stipend and/or a meals and incidentals stipend, with the exception of those individuals who executed an arbitration agreement with KPG. The proposed Settlement is a Class Settlement requiring KPG to fund Individual Class Payments.

Based on KPG’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding)**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on KPG’s records showing that **you worked _____ workweeks** during the Class Period. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for KPG during the Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against KPG.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against KPG.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against KPG that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement</p> <p>The Opt-out Deadline is _____</p>	<p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p>
<p>Participating Class Members Can Object to the Class Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p>
<p>You Can Participate in the _____ Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Your Workweeks</p> <p>Written Challenges Must be Submitted by _____</p>	<p>The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to KPG's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former KPG employee. The Action accuses KPG of violating California labor laws by failing to properly calculate overtime wages and pay all such wages due upon termination of employment to employees who were paid overtime and received a housing stipend and/or a meals and incidentals stipend during the Class Period, excluding individuals who executed arbitration agreements with KPG. Plaintiff is represented by attorneys in the Action: Hayes Pawlenko LLP (“Class Counsel.”)

KPG strongly denies violating any laws or failing to properly calculate or pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether KPG or Plaintiff is correct on the merits. In the meantime, Plaintiff and KPG hired a retired judge in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and KPG have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, KPG does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) KPG has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. KPG Will Pay \$816,851 as the Gross Settlement Amount (Gross Settlement). KPG has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, KPG will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$272,256.44 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$5,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.
- C. Up to \$10,000 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions in addition to the right to object to any other terms of the Settlement. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and KPG are asking the Court to approve an allocation of %33.33 of each Individual Class Payment to taxable wages ("Wage Portion") and %66.66 to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. KPG will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and KPG have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion form enclosed herewith by the _____ Response Deadline. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and

hour claims against KPG.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and KPG have agreed that, in either case, the Settlement will be void: KPG will not pay any money and Class Members will not release any claims against KPG.
8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and KPG has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against KPG or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including but not limited to any claims regarding calculation of the hourly or daily rate or overtime rate for any and all forms of compensation and/or benefits paid to Participating Class Members during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in KPG’s records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax.

Section 9 of this Notice has the Administrator's contact information.

You may support your challenge by sending copies of pay stubs or other records. If you do not provide such documentation, the Administrator may presume that the Workweeks in the Class Notice are correct so long as they are consistent with the Class Data. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and KPG's Counsel. The Court may review the Administrator's determination of your Workweek challenge.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

3. **Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed Request for Exclusion enclosed herewith by the Response Deadline. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by , or it will be invalid.** Section 9 of the Notice has the Administrator's contact information. You may submit your Request for Exclusion to the Administrator by fax, email or U.S. mail.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and KPG are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

(url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** A written Objection Form is enclosed herewith. Be sure to tell the Administrator what you object to, why you object, and any

facts that support your objection. Section 9 of this Notice has the Administrator's contact information. You may submit your Objection to the Administrator by fax, email or U.S. mail. If you submit any documents in support of your Objection, please attach copies rather than originals. Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department CX101 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend).

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's docket beforehand at <https://civilwebshopping.occourts.org/Search.do#searchAnchor> or contact Class Counsel to verify the date and time of the Final Approval Hearing. You may obtain records from the Court's website by visiting the Court's Civil Case Access page at <https://civilwebshopping.occourts.org/Search.do#searchAnchor> and entering case number 01140084 and year 2020.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything KPG and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to CPT Group, Inc.'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or visit the Court's website at <https://civilwebshopping.occourts.org/Search.do#searchAnchor> and enter case number 01140084 and year 2020.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Kye D. Pawlenko

Email Address: kpawlenko@helpcounsel.com

Name of Firm: Hayes Pawlenko LLP

Mailing Address: 1414 Fair Oaks Avenue, Suite 2B, South Pasadena, CA 91030

Telephone: 626.808.4357 x 102

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:
Telephone:
Fax:

EXHIBIT 3

REQUEST FOR EXCLUSION FORM

I wish to opt out of the Settlement in *Shahna Bond v. KPG Healthcare LLC.*, Orange County Superior Court, Case No. 30-2020-01140084-CU-OE-CXC.

I understand that by submitting this form I will not receive any money or benefits from the Settlement, I will not be bound by the Settlement, and I will not have any right to object, appeal or comment on the Settlement.

PLEASE PRINT CLEARLY

Full Name

Telephone Number

Current Address

Email Address

Date

Signature

This Exclusion Form must be mailed, faxed, or e-mailed no later than **Month 00, 2023**, to the Settlement Administrator below to be considered timely:

Settlement Administrator ADDRESS ADDRESS

EXHIBIT 4

OBJECTION FORM

I wish to object to the Settlement in *Shahna Bond v. KPG Healthcare LLC.*, Orange County Superior Court, Case No. 30-2020-01140084-CU-OE-CXC.

PLEASE PRINT CLEARLY

Full Name

Telephone Number

Current Address

Email Address

Date

Signature

DESCRIBE THE NATURE OF YOUR OBJECTION:

This Objection Form must be mailed, faxed, or e-mailed no later than **Month 00, 2023**, to the Settlement Administrator below to be considered timely:

Settlement Administrator Address Address

Copies, not originals, of any supporting documents should be attached.