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22 ONESTAFF MEDICAL, LLC

23 **UNITED STATES DISTRICT COURT**

24 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

25 PAMELA MADISON, an individual
26 on behalf of herself and others
27 similarly situated,

28 Plaintiff,

v.

ONESTAFF MEDICAL, LLC; and
DOES 1 to 10 inclusive,

Defendants.

Case No. 1:20-CV-01384-AWI-JLT

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

1 Objections, and workweek count disputes; (iv) notifying the Parties
2 regarding submitted FLSA Consent Forms, Opt-Out Letters,
3 Objections, and workweek count disputes consistent with this
4 Agreement; (v) issuing payments consistent with this Agreement;
5 and, (vi) determining any appropriate tax withholdings from the wage
6 portion of payments to Participating Settlement Class and Collective
7 Members, making the appropriate payments based on withholdings
8 and the employer's share of payroll taxes, and issuing any required
9 tax paperwork.
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14 1.4 The term "***Claims Period***" means the forty-five (45) day time-period
15 for Settlement Class and Collective Members to submit an FLSA
16 Consent Form, Opt-Out Letter, Objection to the Settlement, or to
17 dispute the number of workweeks worked listed on the Class Notice.
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19 1.5 The term "***Complaint***" means the Complaint filed on September 30,
20 2020, styled as *Pamela Madison v. Onestaff Medical Limited Liability*
21 *Company*, Case No. 1:20-CV-01384-AWI-JLT in the United States
22 District Court for the Eastern District of California.
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25 1.6 The term "***Class Counsel***" means the following counsel who, subject
26 to Court approval, shall act as counsel for the Settlement Class and
27 Collective: Hayes Pawlenko LLP.
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2 1.7 The term "***Class Member***" means all non-exempt hourly healthcare
3 professionals employed by Defendant in California at any time from
4 September 30, 2016 and September 19, 2020 who worked overtime
5 and received hourly per diems, hourly housing allowances, and/or
6 hourly travel allowances.
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9 1.8 The term "***Gross Settlement Amount***" means the non-reversionary
10 gross sum of Five Hundred Twenty Five Thousand Dollars And No
11 Cents (\$525,000.00), which shall be the sum paid by Defendant to
12 settle this Litigation. The combined total of any Attorneys' Fees and
13 Costs approved by the Court, any Service Enhancement approved by
14 the Court to the Named Plaintiff, Settlement Administration Costs
15 approved by the Court, and the amounts paid to Participating
16 Settlement Class and Collective Members shall all come out of the
17 Gross Settlement Amount and shall not exceed the Gross Settlement
18 Amount. The employer's share of corporate payroll tax obligation on
19 the "wage" portion of the Settlement to Participating Settlement
20 Class and Collective Members shall be paid by Defendant separate
21 and apart from the Gross Settlement Amount and is not included in
22 the Gross Settlement Amount.
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28 1.9 The term "***Court***" means the United States District Court for the

1 Eastern District of California, and any appellate court which may
2 review any orders entered by the Court related to this Settlement.
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4 1.10 The term "**Execution**" refers to the signing of this Agreement by all
5 signatories hereto.
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7 1.11 The term "**Final Judgment**" refers to the final judgment entered by
8 the Court.
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10 1.12 The term "**Final Approval Hearing**" means a hearing for the
11 purpose of: (i) determining the fairness, adequacy and reasonableness
12 of the Settlement Agreement, including but not limited to with
13 respect to allocations for attorneys' fees and costs, pursuant to class
14 action procedures and requirements; (ii) determining the good faith
15 of the Settlement Agreement; and (iii) entering Judgment.
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18 1.13 The term "**FLSA Collective Member**" means all non-exempt hourly
19 healthcare professionals employed by Defendant in California at any
20 time from September 30, 2017 and September 19, 2020 who worked
21 FLSA overtime hours (i.e., over forty-hours) in any workweek during
22 this period and received hourly per diems, hourly housing allowances,
23 and/or hourly travel allowances.
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26 1.14 The term "**FLSA Consent Form**" means a document which has been
27 agreed to by the Parties and approved by the Court and which the
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1 Claims Administrator will mail to each Settlement Collective
2 Member along with the Notice that allows for Settlement Collective
3 Members to consent to becoming a party plaintiff within the meaning
4 of Section 16(b) of the Fair Labor Standards Act (“FLSA”), 29 U.S.C.
5 § 216(b).
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8 1.15 The term “*Litigation*” means *Pamela Madison v. Onestaff Medical*
9 *Limited Liability Company*, Case No. 1:20-CV-01384-AWI-JLT in the
10 United States District Court for the Eastern District of California.
11

12 1.16 The term “*Named Plaintiff*” means the named plaintiff in the
13 Litigation, Pamela Madison. The Named Plaintiff will seek to be
14 designated as the Settlement Class and Collective Representative for
15 the Settlement Class and Collective.
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18 1.17 The term “*Net Settlement Amount*” means the Gross Settlement
19 Amount minus the combined total of Attorneys’ Fees and Costs
20 approved by the Court, Settlement Administration Costs approved by
21 the Court, and the Service Enhancement approved by the Court. The
22 employer’s share of corporate payroll tax obligations on the “wage”
23 portion of the Settlement to the Participating Settlement Class and
24 Collective Members shall be paid separate and apart by Defendant.
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1 1.18 The term "**Notice**" means a document which has been agreed to by
2 the Parties and approved by the Court and which the Claims
3 Administrator will mail to each Settlement Class and Collective
4 Member explaining the terms of the Settlement, their respective
5 workweeks worked during the Settlement Class Period and during
6 the Settlement Collective Period, if any, their estimated share of the
7 Net Settlement Amount, the opt-out procedure, the objection
8 procedure, the FLSA consent procedure, and the procedure related to
9 disputing the stated number of workweeks worked during the
10 Settlement Class and/or Collective Period.
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15 1.19 The term "**Notice and Administration Costs**" or "**Settlement**
16 **Administration Costs**" means all costs incurred by the Claims
17 Administrator, including but not limited to the cost to: compare the
18 class list against the National Change of Address ("NCOA") database
19 maintained by the United States Postal Service; typeset, print, and
20 mail the Notice and FLSA Consent Form to all Settlement Class and
21 Collective Members; perform skip-tracing of returned mailings;
22 calculating, tabulating, and mailing out payments to Participating
23 Class and Collective Members; payment of postage required to comply
24 with this Agreement; responding to Settlement Class or Collective
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1 Member inquiries and addressing any challenges to the number of
2 workweeks worked; and all other expenses, including tax reporting
3 and fees to be paid by the Claims Administrator, necessary to
4 administer the Settlement in accordance with this Agreement.
5 Settlement Administration Costs shall not exceed \$25,000.00.
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8 1.20 The term "***Opt-Out Letter***" refers to a written request to "opt-out" or
9 "exclude" oneself from the Settlement sent by any Class Member who
10 elects to be excluded from the Settlement Class.
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12 1.21 The term "***Order Granting Final Approval of Class and***
13 ***Collective Action Settlement***" shall mean the order and judgment
14 to be entered by the Court titled "Order Granting Motion for Final
15 Approval of Class and Collective Action Settlement" and "Judgment."
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18 1.22 The term "***Participating Settlement Class Member***" means any
19 member of the Settlement Class who has not submitted a valid and
20 timely Opt-Out Letter to the Claims Administrator to exclude himself
21 or herself from the Settlement as to the class claims.
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23 1.23 The term "***Participating Settlement Collective Member***" means
24 any member of the Settlement Collective who has submitted a valid
25 and timely FLSA Consent Form to the Claims Administrator to join
26 the Settlement as to the FLSA claims.
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- 1 1.24 The term "***Parties***" means the Named Plaintiff, the Settlement Class
2 and Collective, and Defendant.
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- 4 1.25 The term "***Released Class Claims***" means any and all claims, debts,
5 liabilities, demands, obligations, guarantees, costs, expenses,
6 attorneys' fees, damages, or causes of action, contingent or accrued,
7 which relate to the wage and hour and California Labor Code claims
8 alleged in the Complaint or relate to other claims that could have
9 been alleged based on the facts asserted in the Complaint, including
10 but not limited to regular and overtime rate calculations, waiting
11 time penalties, minimum wages, timely payment of wages, wage
12 statements, reimbursements, unlawful deductions from wages, and
13 derivative or related claims, including but not limited to Private
14 Attorney General Act claims, claims for restitution and other
15 equitable relief, liquidated damages, punitive damages, or penalties
16 of any nature whatsoever.
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- 18 1.26 The term "***Released FLSA Claims***" means any and all claims, debts,
19 liabilities, demands, obligations, guarantees, costs, expenses,
20 attorneys' fees, damages, or causes of action, contingent or accrued,
21 which relate to the FLSA unpaid overtime claim alleged in the
22 Complaint or relate to other FLSA claims that could have been
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1 alleged based on the facts asserted in the Complaint.

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3 1.27 The term “*Service Enhancement*” means the amount of money to
4 be requested by Class Counsel on behalf of Named Plaintiff Pamela
5 Madison, subject to Court approval, to compensate Named Plaintiff
6 for the efforts and risks undertaken on behalf of the Settlement Class
7 and Collective.
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10 1.28 The term “*Settlement*” means the compromise and settlement of the
11 Litigation, as contemplated by this Agreement.

12 1.29 The term “*Settlement Class*” means the Class to be certified for
13 settlement purposes, in accordance with this Agreement.
14

15 1.30 The term “*Settlement Class Member*” means any member of
16 the Settlement Class.
17

18 1.31 The term “*Settlement Class Period*” means the period of time from
19 September 30, 2016 through September 19, 2020.
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21 1.32 The term “*Settlement Class and Collective Representative*”
22 means Named Plaintiff Pamela Madison, who shall request to be
23 appointed by the Court as the class representative for purposes of the
24 Settlement Class and Collective.
25

26 1.33 The term “*Settlement Collective*” means the FLSA Collective to be
27 certified for settlement purposes, in accordance with this Agreement
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1 1.34 The term “*Settlement Collective Member*” means all non-exempt
2 hourly healthcare professionals employed by Defendant in California
3 at any time from September 30, 2017 and September 19, 2020 who
4 worked FLSA overtime hours (i.e., over forty-hours) in any workweek
5 during this period and received hourly per diems, hourly housing
6 allowances, and/or hourly travel allowances.
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10 1.35 The term “*Settlement Collective Period*” means the period of time
11 from September 30, 2017 through September 19, 2020.

12 1.36 The term “*Settlement Disbursement Payment*” means the
13 disbursements made by the Claims Administrator to the
14 Participating Settlement Class and Collective Members, Class
15 Counsel, the Settlement Class and Collective Representative, and the
16 Claims Administrator.
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19 1.37 The term “*Final Effective Date*” refers to the date by which the last
20 of the following has occurred: (1) in the event no appeal, writ, or other
21 appellate proceeding opposing the Court’s Final Judgment is filed, the
22 date on which the time for filing any appeal, writ, or other appellate
23 proceeding opposing the Court’s Final Judgment has elapsed without
24 any appeal, writ, or other appellate proceeding having been filed; or
25 (2) in the event any appeal, writ, or other appellate proceedings
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1 opposing the Court's Final Judgment has been filed, the date on
2 which such appeal, writ, or other appellate proceedings opposing the
3 Court's Judgment has been finally and conclusively dismissed with
4 no right to pursue further remedies or relief.
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7 **2. RECITALS**

8 2.1 On September 30, 2020, Plaintiff filed the Complaint in the United
9 States District Court for the Eastern District of California against
10 Defendant on behalf of a proposed class of non-exempt hourly
11 healthcare professionals employed by Defendant in California who
12 received hourly per diems, hourly housing allowances, and/or hourly
13 travel allowances. The Complaint states causes of action for failure to
14 pay overtime in violations of both the California Labor Code and the
15 FLSA; failure to timely pay final wages; and a claim under the
16 Business & Professions Code § 17200, *et seq.* ("UCL"). Defendant
17 answered the Complaint with a general denial and asserted
18 numerous affirmative defenses.
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23 2.2 On April 15, 2021, following the Ninth Circuit's ruling in *Clarke v.*
24 *AMN Services, LLC*, 987 F.3d 848 (9th Cir. 2021), and after an
25 exchange and analysis of documents and data, the Parties attended a
26 private mediation with former federal magistrate judge Jan Adler.
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1 After a full-day mediation, the Parties reached an agreement in
2 principle on the material terms of a classwide settlement and
3 memorialized the agreement in a Memorandum of Understanding.
4

5 2.3 Named Plaintiff and her counsel believe this Litigation is meritorious
6 based on applicable law or an extension thereof. Class Counsel
7 represents that they have conducted a thorough investigation into the
8 facts of this case and have diligently pursued an investigation of the
9 claims against Defendant. Based on their own independent
10 investigation and evaluation, Class Counsel are of the opinion that
11 the Settlement is fair, reasonable, and adequate and is in the best
12 interest of the Class and Collective Members in light of all known
13 facts and circumstances, including the risk of significant delay, the
14 defenses asserted by Defendant, class certification risk, trial risk, and
15 appellate risk.
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21 2.4 Defendant has also actively investigated the facts surrounding the
22 claims brought by Plaintiff on behalf of the putative class and
23 continues to deny any liability or wrongdoing of any kind associated
24 with the claims alleged. Defendant further asserts that it has
25 complied with all applicable provisions of California and federal
26 statutory law and had a good faith belief based on existing law that
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1 its practices were and are in compliance. The Parties hereby
2 acknowledge and agree that neither this Agreement, nor any
3 document referred to or contemplated herein, nor any action taken to
4 carry out this Agreement, is, may be construed as, or may be used as
5 an admission, concession or indication by or against Defendant of any
6 fault, wrongdoing or liability whatsoever.
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10 2.5 The entry of Final Judgment in this Litigation shall resolve all claims
11 that were alleged in the operative Complaint filed in the Litigation,
12 or which could have been alleged based upon the facts set forth in the
13 operative Complaint, with the exception of any claims which might
14 be retained by Settlement Class and Collective Members who exclude
15 themselves from the Settlement. The Parties agree to cooperate and
16 take all steps necessary and appropriate to obtain preliminary and
17 final approval of this Settlement, and to effectuate its terms.
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21 2.6 Each of the forgoing Recitals is incorporated into this Agreement as
22 if fully set forth in the body of the Agreement.
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24 **3. CERTIFICATION OF SETTLEMENT CLASS AND**
25 **COLLECTIVE**

26 3.1 The Settlement Class shall consist of all non-exempt hourly
27 healthcare professionals employed by Defendant in California at any
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1 time from September 30, 2016 and September 19, 2020 who worked
2 overtime and received hourly per diems, hourly housing allowances,
3 and/or hourly travel allowances.
4

5 3.2 The Settlement Collective shall consist of all non-exempt hourly
6 healthcare professionals employed by Defendant in California at any
7 time from September 30, 2017 and September 19, 2020 who worked
8 overtime, as defined under the FLSA, and received hourly per diems,
9 hourly housing allowances and/or hourly travel allowances.
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12 3.3 The Parties and Class Counsel agree that, if approved, certifications
13 of the Settlement Class and Collective are conditional certifications
14 for settlement purposes only, and that if, for any reason, the Court
15 does not grant final approval of the Settlement, or if final approval is
16 not given following the appeal of any order by the Court, or if for any
17 reason the Settlement Effective Date does not occur, the certifications
18 of the Settlement Class and Collective for settlement purposes shall
19 be deemed null and void without further action by the Court or any
20 of the Parties, each Party shall retain all of their respective rights and
21 shall be returned to their relative legal positions as they existed prior
22 to execution of this Agreement, and neither this Agreement, nor any
23 of its accompanying exhibits or any orders entered by the Court in
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1 connection with this Agreement shall be admissible or used for any
2 purpose in this Litigation or any other legal proceeding, except for the
3 enforcement of same.
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5 3.3 The Parties and Class Counsel agree that, if approved, certifications
6 of the Settlement Class and Collective for settlement purposes are in
7 no way an admission by Defendant that class and collective
8 certification is proper in any other wage and hour litigation, or any
9 other litigation, against Defendant.
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12 **4. TERMS OF SETTLEMENT**
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14 4.1 Subject to the other terms and conditions contained in this
15 Agreement, and in consideration of the contemplated pleadings,
16 releases and dismissals set forth in this Agreement, and subject to
17 Court approval, Defendant agrees to pay a non-reversionary Gross
18 Settlement Amount of Five Hundred Twenty Five Thousand Dollars
19 And No Cents (\$525,000.00), exclusive of payroll taxes owed on the
20 “wage” portion of the Gross Settlement Amount, which Defendant
21 shall pay separately.
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25 4.2 Defendant will provide the Claims Administrator with the number of
26 California overtime workweeks worked by each Settlement Class
27 Member during the Settlement Class Period, as well as the number
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1 of FLSA overtime workweeks worked by each Settlement Collective
2 Member during the Settlement Collective Period, within 14 calendar
3 days of preliminary approval of the settlement.
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5 4.3 Nine Thousand Five Hundred Fifty Dollars (\$9,550.00) of the Net
6 Settlement Amount (the "FLSA Net Settlement Amount") shall be
7 allocated to the FLSA Settlement Collective. Each Settlement
8 Collective Member shall be awarded a pro-rata share of the FLSA Net
9 Settlement Amount based upon a percentage equal to the number of
10 each Settlement Collective Member's FLSA overtime workweeks
11 worked during the Settlement Collective Period divided by the total
12 of all Settlement Collective Members' FLSA overtime workweeks
13 worked during the Settlement Collective Period. Each Settlement
14 Collective Member's respective share of the FLSA Net Settlement
15 Amount shall be calculated by multiplying the FLSA Net Settlement
16 Amount by a fraction, the numerator of which is the individual
17 Settlement Collective Member's FLSA overtime workweeks worked
18 during the Settlement Collective Period, and the denominator of
19 which is the total of all aggregate FLSA overtime workweeks worked
20 during the Settlement Collective Period by all members of the
21 Settlement Collective during the Settlement Collective Period. The
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1 resulting number shall be the amount that each member of the
2 Settlement Collective is eligible to receive (their "Eligible FLSA
3 Share"). The estimated amount of each FLSA Settlement Collective
4 Member's Eligible FLSA Share will be listed on the Notice as "Your
5 Estimated FLSA Collective Award."
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8 4.4 The remainder of the Net Settlement Amount (the "Class Net
9 Settlement Amount") shall be allocated to the Settlement Class. Each
10 Settlement Class Member shall be awarded a pro-rata share based
11 upon a percentage equal to the number of each Settlement Class
12 Member's California overtime workweeks worked during the
13 Settlement Class Period divided by the total of all Settlement Class
14 Members' California overtime workweeks worked during the
15 Settlement Class Period. Each Settlement Class Member's respective
16 share of the Class Net Settlement Amount shall be calculated by
17 multiplying the Class Net Settlement Amount by a fraction, the
18 numerator of which is the individual Settlement Class Member's
19 California overtime workweeks worked during the Class Period, and
20 the denominator of which is the total of all aggregate California
21 overtime workweeks worked during the Settlement Class Period by
22 all members of the Settlement Class during the Settlement Class
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1 Period. The resulting number shall be the amount that each member
2 of the Settlement Class is eligible to receive (their "Eligible Class
3 Share"). The estimated amount of each Settlement Class Member's
4 Eligible Class Share will be listed on the Notice as "Your Estimated
5 Class Award."
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8 4.5 Except for those Class Members who opt-out of the Settlement, all
9 Participating Settlement Class Members shall automatically recover
10 their Eligible Class Share without having to submit a claim form.
11 Settlement Collective Members who wish to recover their Eligible
12 FLSA Share must complete the FLSA Consent Form that
13 accompanied the Notice and return it to the Claims Administrator
14 before the expiration of the Claims Period.
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18 4.6 Any portion of a Class Member's Eligible Class Share that is not
19 distributed to that Class Member because that Class Member elected
20 to "opt-out" of the Settlement, or any portion of a Collective Member's
21 Eligible FLSA Share that is not distributed to that Collective Member
22 because that Collective Member failed to return the FLSA Consent
23 Form, shall be re-distributed on a *pro rata* basis to all Participating
24 Settlement Class or Collective Members, respectively.
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1 4.7 Class Counsel may request, subject to Court approval, that the
2 Settlement Class and Collective Representative be paid a maximum
3 Service Enhancement of up to Five Thousand Two Hundred Fifty
4 Dollars and No Cents (\$5,250.00), which shall be paid from the Gross
5 Settlement Amount. This request shall not be opposed by Defendant.
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7 In the event the Court does not award the full requested Service
8 Enhancement, the remainder shall be re-distributed on a *pro rata*
9 basis to all Participating Settlement Class and Collective Members.
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11 The Service Enhancement shall be paid to Plaintiff in addition to her
12 *pro rata* Eligible Class and FLSA Shares of the Net Settlement.
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15 4.8 Class Counsel may apply to the Court for an award of Attorneys' Fees
16 and Costs, which shall be paid from the Gross Settlement Amount.
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18 Defendant will not oppose Class Counsel's application for an award
19 of Attorneys' Fees in an amount equal to one-fourth (25%) of the Gross
20 Settlement Amount comprising One Hundred Thirty One Thousand
21 Two Hundred Fifty Dollars and No Cents (\$131,250.00), plus Costs
22 not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00).
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24 In the event the Court does not award the full requested Attorneys'
25 Fees or Costs, the remainder(s) shall be re-distributed on a *pro rata*
26 basis to all Participating Settlement Class and Collective Members.
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1 4.9 The Parties agree that, subject to Court approval, payment to the
2 Claims Administrator shall not exceed Twenty Five Thousand
3 Dollars and No Cents (\$25,000.00). The Claims Administration Costs
4 shall be paid from the Gross Settlement Amount and any amounts
5 that are not used to pay the Claims Administrator shall be re-
6 distributed on a *pro rata* basis to all Participating Settlement Class
7 and Collective Members.
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11 4.10 Thirty percent (30%) of the Net Settlement Amount shall be allocated
12 to wages, and seventy percent (70%) shall be allocated to interest and
13 penalties or liquidated damages, such that thirty percent (30%) shall
14 be characterized as W-2 income and seventy percent (70%) shall be
15 characterized as 1099 income. Defendant's share of any employer-
16 side payroll taxes allocated to the payment of "wages" will be
17 calculated based on the portion allocated to the payment of wages and
18 paid by Defendant separate and apart from the Gross Settlement
19 Amount. The Claims Administrator will be responsible for
20 calculating and paying the payroll taxes and withholdings owed, after
21 informing Defendant of the specific amount required to be paid for the
22 corporate payroll tax obligation.
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1 4.11 Defendant makes no representations as to the tax treatment or legal
2 effect of the payments called for hereunder, and Plaintiff is not
3 relying on any statement or representation by Defendant in this
4 regard. Plaintiff understands and agrees that Participating
5 Settlement Class and Collective Members will be solely responsible
6 for the sufficiency of the payment of employee's taxes predicated on
7 the payments described herein, with the understanding that the
8 Claims Administrator is distributing the payroll tax withholdings
9 and employer's share of the wage portion of the payments, but not
10 making any tax payment for the penalties and/or interest.
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15 4.12 The payments made to Participating Settlement Class and Collective
16 Members pursuant to this Agreement are not being made for any
17 other purpose and shall not be construed as compensation for
18 purposes of determining eligibility for any health and welfare benefits
19 or unemployment compensation, and no benefit, including but not
20 limited to pension and/or 401(k), shall increase or accrue as a result
21 of any payment made as a result of this Settlement or Agreement.
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25 4.13 Checks issued to Participating Settlement Class and Collective
26 Members pursuant to this Agreement shall remain negotiable for a
27 period of one-hundred eighty (180) days from the date of mailing by
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1 the Claims Administrator. Thereafter, the Claims Administrator
2 shall void any such check. After that time, all un-cashed funds that
3 remain in the account monitored by the Claims Administrator shall
4 be sent by the Claims Administrator to the California State
5 Controller's Office pursuant to the procedures of the State of
6 California's Unclaimed Property Law.
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9 **5. NOTICE OF THE SETTLEMENT**
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11 5.1 Within fourteen (14) calendar days after the Court grants preliminary
12 approval of this Settlement, Defendant shall provide to the Claims
13 Administrator a listing of all Class and Collective Members, including
14 the following information/data, in a Microsoft Excel spreadsheet: 1)
15 full name; 2) last known home mailing address; 3) telephone number
16 (*if available*); 4) Social Security Number; 5) the number of California
17 overtime workweeks worked during the Settlement Class Period; and
18 6) the number of FLSA overtime workweeks worked with overtime, if
19 any, during the Settlement Collective Period; in order for the Claims
20 Administrator to be able to calculate each Settlement Class and
21 Collective Member's respective Eligible Share of the Settlement (the
22 "*Class List*").
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1 5.2 Subject to Court approval, the Notice and FLSA Consent Form shall
2 be sent by the Claims Administrator to all Class and Collective
3 Members by first class mail within five (5) business days of receipt of
4 the Class List. The Notice shall describe the claims process, their
5 respective California overtime workweeks worked during the
6 Settlement Class Period, their respective FLSA overtime workweeks
7 worked during the Settlement Collective Period, if any, their
8 respective estimated Eligible Class Share of the Settlement, their
9 respective estimated Eligible FLSA Share of the Settlement, if any,
10 the opt-out process, the objection process, the process by which the
11 stated workweeks worked during the Settlement Class and/or
12 Collective Period eligibility can be disputed, all pertinent deadlines
13 for responding to the Notice, and the date set by the Court for a
14 hearing on Final Approval of the Settlement. The Parties shall
15 cooperate to prepare a mutually agreeable proposed Notice, to be
16 submitted for Court approval.

23 5.3 Prior to mailing the Notice, the Claims Administrator shall process
24 the Class List against the National Change of Address ("NCOA")
25 Database maintained by the United States Postal Service ("USPS").
26 It shall be conclusively presumed that if the Notice is not returned as
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1 “undeliverable,” the Settlement Class and Collective Member
2 received the Notice Packet. With respect to Notice Packets that are
3 returned as undeliverable, if a forwarding address is provided by the
4 USPS, the Claims Administrator shall re-mail the Notice within
5 three (3) business days. If a Notice is “undeliverable” and no
6 forwarding address is provided, the Claims Administrator shall
7 employ a more substantive skip-tracing procedure in order to obtain
8 updated address information and shall re-mail the Notice to those
9 Settlement Class and Collective Members for whom a new address is
10 located. All re-mailings to skip-traced Settlement Class and
11 Collective Members shall be performed periodically during the claims
12 filing period and must be completed no later than ten (10) calendar
13 days prior to the Claims Period deadline. If the Notice is returned
14 after skip-tracing and re-mailing occurs, there shall be no further
15 skip-tracing but the Settlement Class and Collective Member shall
16 still be bound by the terms of this Settlement.
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23 **6. OPT-OUT, OBJECTION, AND FLSA CONSENT PROCESS**
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25 6.1 The Notice shall set a date of forty-five (45) calendar days from the
26 original mailing date as the deadline by which members of the
27 Settlement Class and Collective may submit an FLSA Consent Form,
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1 Opt-Out Letter, objection to the Settlement, or dispute related to the
2 stated workweeks worked during the Settlement Class and/or
3 Collective Period. No FLSA consents, opt-out requests or objections
4 will be honored if postmarked after this deadline. All FLSA Consent
5 Forms, Opt-Out Letters and objections shall be sent to the Claims
6 Administrator only. The Claims Administrator shall promptly
7 forward any FLSA consents and objections to Class Counsel and
8 counsel for Defendant. If a Settlement Class and/or Collective
9 Member mistakenly sends an FLSA Consent Form, Opt-Out Letter
10 or objection to Class Counsel, or to counsel for Defendant, the
11 respective party will forward the documents, including the mailing
12 envelope evidencing the postmark date, to the Claims Administrator
13 as soon as possible.

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19 6.2 Within ten (10) business days after the Final Effective Date,
20 Defendant will provide the Claims Administrator with sufficient
21 funds via wire transfer to pay the Gross Settlement Amount. No later
22 than ten (10) calendar days after Defendant provides the Claims
23 Administrator with sufficient funds via wire transfer to pay the Gross
24 Settlement Amount, the Claims Administrator shall disburse the
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1 Settlement Disbursement Payments, as specified in this Agreement
2 and approved by the Court.
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4 6.3 A Settlement Collective Member who wishes to become a party
5 plaintiff within the meaning of the FLSA and recover their Eligible
6 FLSA Share of the Settlement allocated to their FLSA claims, shall
7 complete the FLSA Consent Form and return it to the Claims
8 Administrator within the Claims Period. The Claims Administrator
9 shall promptly forward to Class Counsel all FLSA Consent Forms
10 received. No later than fourteen (14) calendar days after the
11 expiration of the Claims Period, Class Counsel shall file the FLSA
12 Consent Forms with the Court.
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16 6.4 A Settlement Class Member who wishes to opt-out of this Settlement,
17 and of the release of claims pursuant to this Settlement, shall mail a
18 signed, written "Opt-Out Letter" directly to the Claims Administrator
19 within the Claims Period. The Opt-Out Letter must be signed and
20 include the Settlement Class Member's full legal name, home
21 address, telephone number, and last four digits of their social security
22 number, and express an intention to opt-out of the Settlement. The
23 Parties to this Agreement and their counsel agree that they will not
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1 solicit or encourage Settlement Class Members to opt-out or to object
2 to this Settlement Agreement.
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4 6.5 A Settlement Class Member who submits an Opt-Out Letter is not
5 eligible to recover a share of the Class Net Settlement Amount.
6 Further, a Settlement Class Member who submits an Opt-Out Letter
7 shall have no standing to object to the Settlement as to the class
8 claims.
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11 6.6 A Settlement Collective Member who does not timely submit a valid
12 FLSA Consent Form is not eligible to recover a share of the FLSA
13 Collective Net Settlement Amount. Further, a Settlement Collective
14 Member who does not timely submit a valid FLSA Consent Form
15 shall have no standing to object to the Settlement as to the FLSA
16 claims.
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19 6.7 The Claims Administrator shall maintain a list of persons who have
20 opted out and shall provide such list to Defendant's counsel and Class
21 Counsel upon request. The Claims Administrator shall retain the
22 originals of all Opt-Out Letters (including the envelopes with the
23 postmarks) received and shall make copies of the originals available
24 to Defendant's counsel or Class Counsel upon request.
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1 6.8 A Settlement Class Member who has not opted-out of the Settlement
2 who wishes to object to the Settlement must notify the Claims
3 Administrator of their objection, in writing, within the Claims Period.
4 The Claims Administrator shall promptly forward any objections
5 received to Class Counsel and counsel for Defendant. The objection
6 must state the Settlement Class Member's (i) full legal name, home
7 address, telephone number, and the last four digits of their social
8 security number (for identity verification purposes); and (ii) express
9 their intention to object to the Settlement and the reasons for the
10 objection. Any Settlement Class Member who opts-out of the
11 Settlement shall not have standing to object to the Settlement of the
12 class claims, and any Settlement Collective Member who does not
13 timely submit a valid FLSA Consent Form shall not have standing to
14 object to the Settlement of the FLSA claim.
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21 **7. WAIVER AND RELEASE**

22 7.1 Subject to the Court's final approval of the Settlement and upon the
23 Claims Administrator's disbursement of the Settlement
24 Disbursement Payments, Participating Settlement Class Members
25 will be deemed to have, and by operation of the Order of Final
26 Approval will have, expressly and irrevocably released, acquitted,
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1 and forever discharged Defendant and any parent, subsidiary,
2 affiliate, predecessor or successor, including but not limited to all
3 agents, employees, officers, directors, attorneys, and healthcare
4 facility clients thereof, from all Released Class Claims.
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7 7.2 Subject to the Court's final approval of the Settlement and upon the
8 Claims Administrator's disbursement of the Settlement
9 Disbursement Payments, Participating Settlement Collective
10 Members who timely submitted an FLSA Consent Form will be
11 deemed to have, and by operation of the Order of Final Approval will
12 have, expressly and irrevocably released, acquitted, and forever
13 discharged Defendant and any parent, subsidiary, affiliate,
14 predecessor or successor, including but not limited to all agents,
15 employees, officers, directors, attorneys, and healthcare facility
16 clients thereof, from all Released FLSA Claims.
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21 7.3 As a material term of this Agreement, Named Plaintiff Pamela
22 Madison, in her individual capacity and with respect to her individual
23 claims only, hereby agrees to also generally release Defendant and
24 any parent, subsidiary, affiliate, predecessor or successor, including
25 but not limited to all agents, employees, officers, directors, attorneys,
26 and healthcare facility clients thereof, from all claims, demands,
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1 rights, liabilities and causes of action of any and every nature and
2 description whatsoever, known or unknown, asserted or that might
3 have been asserted, including a waiver of California Civil Code §1542.
4 With respect to the General Release, Named Plaintiff Pamela
5 Madison stipulates and agrees that, upon the execution of this
6 Agreement, she shall be deemed to have, and by operation of the Final
7 Judgment shall have, expressly waived and relinquished, to the
8 fullest extent permitted by law, the provisions, rights and benefits of
9 Section 1542 of the California Civil Code, or any other similar
10 provision under state or federal law as to the generally released
11 claims. Section 1542 provides as follows:
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16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
17 **THAT THE CREDITOR OR RELEASING PARTY DOES**
18 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
19 **FAVOR AT THE TIME OF EXECUTING THE RELEASE,**
20 **AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE**
21 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
22 **WITH THE DEBTOR OR RELEASED PARTY.**

23 **8. VOIDING THE AGREEMENT**

24 8.1 In the event that this Settlement is not approved, or if for any reason
25 the Settlement Effective Date does not occur, the Settlement shall be
26 deemed null, void and unenforceable and shall not be used nor shall
27 it be admissible in any subsequent proceedings either in this Court or
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1 in any other judicial, arbitral, administrative, investigative, or other
2 court, tribunal, forum, or other proceeding, including without
3 limitation any wage and hour, or other litigation against Defendant.
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5 8.2 In the event that the Court does not approve the Attorneys' Fees and
6 Costs in the amount requested by Class Counsel, or in the event that
7 the Attorneys' Fees and Costs requested by Class Counsel are
8 reduced, that finding shall not be a basis for rendering the entire
9 Agreement null, void, or unenforceable. Class Counsel retains their
10 right to appeal any decision by the Court regarding the Attorneys'
11 Fees and Costs.
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15 8.3 In the event that the aggregate number of California overtime
16 workweeks worked during the Settlement Class Period exceeds
17 21,058 and/or the aggregate number of FLSA overtime workweeks
18 worked during the Collective Period exceeds 2,775 the Parties shall
19 negotiate a shorter Settlement Class and/or Collective Period,
20 respectively.
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24 **9. MISCELLANEOUS PROVISIONS**

25 9.1 Construction. The Parties agree that the terms and conditions of this
26 Agreement are the result of lengthy, intensive arms-length
27 negotiations between the Parties and that this Agreement shall not
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1 be construed in favor of or against any party by reason of the extent
2 to which any party or her or his counsel participated in the drafting
3 of this Agreement.
4

5 9.2 Captions and Interpretations. Paragraph titles or captions contained
6 in this Agreement are a matter of convenience and for reference, and
7 in no way define, limit, extend, or describe the scope of this
8 Settlement or any provision. Each term of this Agreement is
9 contractual and not merely a recital. 9.3 Modification. This
10 Settlement may not be changed, altered, or modified, except in a
11 writing signed by the Parties, or their counsel, and approved by the
12 Court. Notwithstanding the forgoing, the Parties agree that any
13 dates contained in this Agreement may be modified by agreement of
14 the Parties without Court approval if the Parties agree and cause
15 exists for such modification. This Settlement may not be discharged
16 except by performance in accordance with its terms or by a writing
17 signed by the Parties.
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19 9.4 Integration Clause. This Agreement and any other documents
20 delivered pursuant hereto contain the entire agreement between the
21 Parties relating to the resolution of the Litigation, and all prior or
22 contemporaneous agreements, understandings, representations, and
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1 statements, whether oral or written and whether by a Party or such
2 Party's legal counsel, are merged in this Agreement. No rights under
3 this Settlement may be waived except in writing and signed by the
4 Party against whom such waiver is to be enforced.
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7 9.5 Binding on Assigns. This Settlement shall be binding upon, and inure
8 to the benefit of, the Parties and their respective heirs, trustees,
9 executors, administrators, successors, and assigns.
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11 9.6 Class Counsel and Settlement Class and Collective Representative
12 Signatories. It is agreed that because the Settlement Class and
13 Collective Members are so numerous, it is impossible or impractical
14 to have each Settlement Class Member execute this Settlement. The
15 Notice will provide all Settlement Class and Collective Members with
16 a summary of the Settlement and will advise all Settlement Class and
17 Collective Members of the binding nature of the release. Excepting
18 only those Settlement Class Members who timely submit an Opt-Out
19 Letter as to the class claims and only those Settlement Collective
20 Members who do not timely submit a FLSA Consent Form as to the
21 FLSA claims, the Notice shall have the same force and effect as if this
22 Settlement were executed by each Settlement Class Member.
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9.7 Counterparts and Electronic Signatures. This Agreement may be executed by facsimile signature, pdf signature, or signature in compliance with the Uniform Electronic Transaction Act, and in any number of counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one and the same Agreement, which shall be binding upon and effective as to all Parties.

9.8 Applicable Law. This Agreement shall be governed by California substantive law.

9.9 Enforcement of the Settlement Agreement. In the event that one or more of the Parties to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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IT IS SO STIPULATED.

Individually and on behalf of the Class

Dated: May 25, 2021

Pamela madison
Pamela Madison

Dated: _____

OneStaff Medical, LLC

By: _____

Name: _____

Title: _____

1 IT IS SO STIPULATED.

2

Individually and on behalf of the Class

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4 Dated: _____

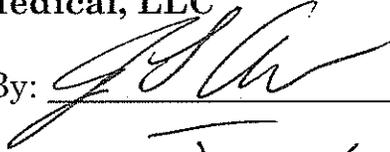
Pamela Madison

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6 Dated: 5-26-2021

OneStaff Medical, LLC

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By:  _____

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Name: Jason C Avonelli

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Title: COO

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APPROVED AS TO FORM AND CONTENT:

On Behalf of Plaintiff and the Class

Dated: 5-25-21

HAYES PAWLENKO LLP

By: Kye Pawlenko
Kye D. Pawlenko

On Behalf of Defendant

Dated: _____

AKERMAN LLP

By: _____
Sayaka Karitani

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APPROVED AS TO FORM AND CONTENT:

On Behalf of Plaintiff and the Class

Dated: _____

HAYES PAWLENKO LLP

By: _____
Kye D. Pawlenko

On Behalf of Defendant

Dated: 5/26/2021

AKERMAN LLP

By:  _____
Sayaka Karitani