

According to the records of Bridge Staffing Services, LLC and MemorialCare Home Health, LLC dba MemorialCare Health Systems (collectively, "Defendants"): (1) you were employed as a non-exempt employee, or contracted as an independent contractor, with Defendants at a time between September 26, 2012 and March 18, 2017.

Your estimated individual settlement amount from the settlement described below is <\$EstSet>.

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

TRACY COLLINS,

Plaintiff,

vs.

BRIDGE STAFFING SERVICES, LLC, a  
Delaware limited liability corporation;  
MEMORIALCARE HOME HEALTH, LLC  
DBA MEMORIALCARE HEALTH SYSTEM,  
a California limited liability corporation; and  
DOES 1 to 100, Inclusive.

Defendants.

CASE NO. 30-2016-00877510-CU-OE-  
CXC

**NOTICE OF CLASS ACTION SETTLEMENT**

**The California Superior Court for the County of Orange ("the Court") authorized this Notice of Class Action Settlement ("Notice"). This is not a solicitation from a lawyer. The Court has given preliminary approval to a settlement of this lawsuit. If you were employed by Defendants in California as a non-exempt employee, or contracted as an independent contractor, at any time from September 26, 2012 through March 18, 2017, you should read this Notice carefully because it will affect your rights.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do NOTHING	Receive a payment. Release certain claims against Defendants as described herein.
EXCLUDE YOURSELF	Submit a request for exclusion (also called an "opt out" request) to exclude yourself from the lawsuit, receive no money and do not release the claims alleged in this case.  If you wish to be excluded from this settlement, please follow the instruction on the enclosed Exclusion or Opt Out Request Form ("Exclusion Request Form").
OBJECT	Submit a written objection to the Court.  If you disagree with the proposed settlement, you may submit an objection. If the Court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the Court rejects your objection, you will still be entitled to participate in the settlement unless you have excluded yourself.
GO TO A HEARING	Speak in Court about the fairness of the settlement at the final fairness hearing described below.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still needs to decide whether to finally approve the settlement. Payments will be made if the Court approves the settlement and after appeals (if any) are resolved.

## BASIC INFORMATION

### 1. Why did I receive this Notice?

You received this Notice because Defendants' records show that you were employed by Defendants as a non-exempt employee, or contracted as an independent contractor during all or part of a time between September 26, 2012 and March 18, 2017. This Notice explains that the Court has granted preliminary approval of a proposed settlement of a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether to grant final approval of the proposed settlement.

### 2. What is this lawsuit about?

**On September 26, 2016, Plaintiff Tracy Collins ("Plaintiff") filed a complaint in the Superior Court for the County of Orange against Defendants on behalf of herself and other non-exempt hourly employees who worked as non-exempt employees for Defendant in California ("Action"). The Action asserts that the Settlement Class Members (as defined below) are owed additional compensation for meal and rest periods, minimum wages and overtime hours worked, as well as additional amounts for inaccurate itemized wage statements, waiting time penalties and related other penalties. The Plaintiff seeks damages for lost wages, interest, penalties, attorneys' fees and expenses. Defendant strongly denies these allegations and assert that it properly paid its employees consistently with all applicable laws.** Nothing in this Notice, or the Settlement itself, means that Defendant admits to any wrongdoing, but to avoid the costs of litigation the parties have agreed to settle the matter.

### 3. What is a class action and who is involved?

The Parties agreed to treat this case as a class action for purposes of settlement only. In a class action, one or more persons, in this case Tracy Collins ("Class Representative"), filed a lawsuit on behalf of people who have similar claims. These people together are called "Settlement Class Members." Settlement Class Members who do not submit a timely request for exclusion form pursuant to the procedure set forth below in Section 16 are called "Participating Class Members". The companies sued are called the Defendants. Settlement Class Members and Defendants are sometimes referred to in this Notice as the "Parties." In this case, the Parties have decided to settle the case. The Court has made a preliminary determination that the proposed settlement appears fair, adequate, and reasonable. The Court will decide whether to finally approve the proposed settlement after the Settlement Class Members are given a chance to exclude themselves from or object to the proposed settlement.

### 4. Is there any money available now?

No money or benefits are available right now because the Court has not yet decided whether to give final approval to the settlement. If the Court gives final approval to the settlement, then you will automatically be sent your portion of the settlement once the Court's order becomes final unless you exclude yourself, or opt-out, from the settlement.

## THE SETTLEMENT BENEFITS-WHAT YOU RECEIVE

### 5. What does the settlement provide?

The proposed settlement requires Defendant to pay a Maximum Payment not to exceed \$800,000. This is referred to as the "Gross Settlement Amount." That amount includes payments for attorneys' fees (up to \$266,667) and costs (up to but not more than \$15,000), an incentive award for Plaintiff (up to \$10,000), Claims Administration Costs (up to but not more than \$15,000), and a payment to the California Labor and Workforce Development Agency (up to \$15,000), and Required Taxes and Withholdings (estimated to be approximately \$8,610.00). The amount remaining after these payments is the amount available to distribute to the class ("Net Settlement Amount"). Settlement proceeds will be paid to all Settlement Class Members who do not submit an Exclusion Request Form after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.

### 6. What can I get from the settlement?

The amount of your share of the Net Settlement Amount will be calculated on a pro rata basis as follows. First, Defendant will use its payroll records to calculate the total workweeks worked by each Participating Class Member during the Class Period. The Defendant will then divide each Participating Class Member's workweeks worked during the Class Period by the total workweeks of all Participating Class Members to calculate that Participating Class Member's percentage share in the class recovery ("Individual Percentage Share"). Then, each Participating Class Member's Individual Percentage Share will be multiplied by the Net Settlement Amount to arrive at that Participating Class Member's individual recovery under this Settlement Agreement.

7. Will taxes be withheld from my settlement payment?

Your Individual Settlement Amount will include a wage portion (representing unpaid wages), and a non-wage portion (representing penalties, interest and other consideration). From the wage portion of each Settlement Class Member's Individual Settlement Amount, payroll deductions will be made for state and federal withholding taxes and any other applicable payroll deductions owed by the Settlement Class Member and Defendants as a result of the payment, resulting in a "Net Wage Component." The total of the Net Wage Component and the non-wage portion of the Individual Settlement Amount will be the Settlement Class Member's "Net Payment." The wage portion of the Settlement Class Member's Individual Settlement Amount may be reported to the appropriate taxing authorities on an IRS Form W-2 or analogous form. The non-wage portion of the Settlement Class Member's Individual Settlement Amount will be reported to the appropriate taxing authorities on an IRS Form 1099 or analogous form. The taxes attributable to the Defendant's wage portion are deducted from the Gross Settlement Amount. Other than the withholding and reporting requirements specifically set forth above, Settlement Class Members are solely responsible for all taxes due on payments made pursuant to the settlement.

8. If the settlement is approved, when will I receive my settlement payment?

The Court has scheduled a Fairness/Final Approval Hearing on August 23, 2019, at 10:00 a.m., in Dept. CX-105 of the California Superior Court in and for Orange County, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701, at which time the Court will determine: (1) whether the proposed settlement should be approved as fair, reasonable and adequate to Participating Class Members; and (2) whether the applications for attorneys' fees, costs, and the Plaintiff's enhancement award should be approved. If the Court approves the settlement, an Order Granting Final Approval will be entered. It is neither required nor necessary that you attend the Fairness Hearing. Once the Order Granting Final Approval is signed by the Court, and if there is no appeal of the Court's order, then the Individual Settlement Amounts to Participating Class Members will be mailed out within approximately 14 days. If an appeal is filed, then distributions will be delayed until after final resolution of any appeals.

### HOW YOU RECEIVE A PAYMENT

9. How can I receive a payment?

**If this Notice was sent to you at your current address, you do not need to do anything further to receive payments. If this Notice was forwarded by the postal service, or if it was otherwise sent to you at an address that is not current, or if you have changed your address, then you should immediately notify the Claims Administrator in writing stating your name and past and current addresses.**

The Claims Administrator's address is:

By U.S. Mail:  
***Collins v. Bridge Staffing Services, LLC, et al.***  
c/o Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Toll-Free: (800) 523-5773  
Fax: (949) 209-2503

**Otherwise, you do not need to do anything to receive a payment so long as you do not exclude yourself from the Class.**

10. What am I giving up if I stay in the class?

If you do nothing, you will be bound by any judgment entered in this Action and will not be allowed to sue Defendant for any claims occurring between September 26, 2012 and March 18, 2017, that arise from, relate to or are based on any and all claims alleged in the Action. Doing nothing also means that all of the Court's orders will apply to you and legally bind you, and you will be releasing the following "Released Claims" as defined by the Settlement:

"Released Claims" shall mean any and all claims, demands, rights, debts, obligations, costs, expenses, wages, liquidated damages, statutory damages, penalties (including civil and statutory), liabilities, and/or causes of action of any nature and description whatsoever, whether known or unknown, at law or in equity, whether under California or local law (including without limitation any statute, ordinance, regulation, common law, constitution, or other source of law), which were asserted in the Action or could have been asserted against the Released Parties arising out of the facts and circumstances alleged in the Complaint. Released Claims include, without limitation, any and all claims for wages, overtime, damages, costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, restitution, injunctive relief, equitable relief, or other relief based on the alleged violation of the California Labor Code as set forth in the Complaint, including claims alleging the failure to pay minimum wages and overtime wages, failure to provide timely, off-duty meal and/or rest breaks; the failure to promptly pay all wages due and

owing at the time of the employee's separation from employment; the failure to provide accurate itemized wage statements; and any claims for claims for interest, attorney fees, or litigation costs arising from prosecution of any Released Claims, and any and all alleged violations of California Labor Code provisions giving rise to PAGA penalties. The Released Claims described herein do not extend beyond the deadline to Opt-out of the Settlement and do not extend beyond the claims at issue in this case, as described herein. It is understood and agreed that the Settlement will not release any person, party or entity from claims, if any, by Settlement Class Members for workers compensation, unemployment, wrongful termination, or disability benefits of any nature.

11. What if I get my payment and don't cash it?

If you receive the payment and do not cash your check, you will still be bound by the terms of the settlement and you will release all claims released under this settlement. After 180 days, the Claims Administrator will stop payment on your check and your individual share of the settlement will be forwarded to the California Department of Industrial Relations' Unpaid Wage Fund in your name.

12. What happens if I do nothing at all?

If you do nothing, you will receive a payment from the settlement and you will be bound by the terms of the settlement. For further information, you can speak with Class Counsel in this case identified below.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you want to retain the right to pursue claims against Defendants alleged in this case and/or you do not want a payment from this settlement, then you must take certain steps. This is called excluding yourself, and is also referred to as "opting out" of the settlement. **DO NOT EXCLUDE YOURSELF IF YOU WISH TO RECEIVE MONEY FROM THIS SETTLEMENT.**

13. How do I request to be excluded from the settlement?

To exclude yourself from the settlement, you must submit the Exclusion Request Form attached to this Notice.

14. If I do not exclude myself, can I sue Defendants for the same claims later?

No. If you do not submit a valid and timely request for exclusion postmarked by July 20, 2019 or deliver it by some other method so that it is received by the Claims Administrator no later than July 20, 2019, you will be bound by all terms of the settlement and any Final Judgment entered in the Action, if the settlement is approved by the Court. The settlement and Final Judgment will include a full release of claims in this Action, which will prevent you from suing Defendants or any related persons or entities for the claims released by the settlement. If you have a pending lawsuit, speak to your lawyer in that case immediately.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are asking not to be included in the settlement.

### **THE LAWYERS REPRESENTING YOU**

16. Do I have a lawyer in this case?

The Court has approved Crosner Legal, P.C. as Class Counsel to represent you and all Settlement Class Members. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want to hire your own lawyer, you may do so at your own expense. For example, you can hire your own legal counsel to appear in Court for you if you want someone other than Class Counsel to speak for you.

17. How will the lawyers and the Class Representative be paid?

The amount of attorney's fees and costs awarded to the Class Counsel will be subject to the Court's discretion. You will not have to pay these fees and expenses separately. Class Counsel will request that the Court approve an award of attorneys' fees in an amount not to exceed \$266,667 and litigation costs of up to but no more than \$15,000. Class Counsel will also request that the Class Representative receive an additional amount called an "Incentive Award." The amount of the Enhancement Award will be subject to the Court's discretion, but in any event, will not exceed \$10,000. This Enhancement Award shall be paid out of and deducted from the Maximum Payment. Also, as part of the preliminary approval of the settlement, the Court has approved payment of claims administration expenses in the amount of up to but no more than \$15,000 to the Claims Administrator from the Maximum Payment.

## OBJECTING TO THE SETTLEMENT

### 18. How do I object?

If you think that the proposed settlement is unfair, inadequate or unreasonable, you can object to the proposed settlement. If you object, and if the Court approves the proposed settlement, then you will still receive a share of the settlement money, and you will be bound by the terms of the release as set forth in the answer to Question 10 above, unless you exclude yourself from the settlement.

If you want to object to any part of the settlement, you can mail a written objection to the Settlement Administrator with a postmark date no later than forty-five (45) days from the date that Class Notice is mailed by the Settlement Administrator. All objections should reference the case name and number (*Tracy Collins v. Bridge Staffing Services, LLC, et al.*, Case No. 30-2016-00877510-CU-OE-CXC) and shall state with particularity the basis for the objection.

Any notice and/or written objection must be mailed to the Settlement Administrator at the following address:

By U.S. Mail:

***Collins v. Bridge Staffing Services, LLC, et al.***

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92863

Toll-Free: (800) 523-5773

Fax: (949) 209-2503

You may also object to any part of the settlement by appearing at the Final Fairness and Approval Hearing, whether in person or through counsel. If you wish to object in person you are not required to submit or mail the above-described written objection request. If you object in writing, you or your attorney may also appear at the Final Approval Hearing, currently set for August 23, 2019, at 10:00 a.m. at the Orange County Superior Courthouse, 751 W Santa Ana Blvd, Santa Ana, CA 92701, Department CX-105.

### 19. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FAIRNESS HEARING

The Court will hold a hearing, the Honorable Randall J. Sherman presiding, on August 23, 2019, at 10:00 a.m., at Orange County Superior Courthouse, 751 W Santa Ana Blvd, Santa Ana, CA 92701, Department CX-105, to determine whether the proposed settlement of the Action is fair, adequate, reasonable and should be finally approved by the Court, and whether Judgment shall be entered in this Action.. At the hearing, Class Counsel will speak on your behalf and answer any questions Judge Sherman might have.

### 20. May I attend the hearing and speak?

Any Class Member may appear, either in person or through their own attorney and at their own expense, at the hearing. You do not need to file a written objection in order to appear at the hearing.

## GETTING MORE INFORMATION

### 21. Are there more details about the settlement?

This Notice summarizes the proposed settlement. For a more detailed statement of the matters involved in the Action, you may refer to the Joint Motion for Preliminary Approval of Class Action Settlement, and any other pleadings and papers filed in the Action, which may be inspected at the office of the Clerk of Court located at 751 W Santa Ana Blvd, Santa Ana, CA 92701, during regular business hours of each Court day. Or, you may contact Class Counsel (see contact information in Question 26 below).

22. Can I read a copy of the settlement agreement?

Yes. A copy of the settlement agreement may be found as part of the Joint Motion for Preliminary Approval of Class Action Settlement, which is available for your review at the office of the Clerk of Court at the address provided in Question 24 above, or you may contact Class Counsel (see contact information in Question 26 below). Additionally, copies of the Joint Motion for Preliminary Approval of Class Action Settlement, Order Granting Preliminary Approval to the Settlement, Class Notice, and Opt Out/Exclusion Form may be viewed on the settlement administrator's website at: <http://www.phoenixclassaction.com/collins-v-bridge-staffing-services/>

23. How do I contact Class Counsel to obtain additional information?

All questions regarding this Notice and/or the settlement should be directed to your Class Counsel at:

Zachary Crosner  
Michael Crosner  
J. Kirk Donnelly  
Crosner Legal, P.C  
433 N. Camden Dr., Ste. 400  
Beverly Hills, California 90210  
Tel: (310) 496-5818  
Fax: (310) 510-6429

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.**

Tracy Collins v. Bridge Staffing Services, LLC., et al.  
c/o Phoenix Settlement Administrators  
PO Box 7208  
Orange, CA 92863

<PSA ID>

**EXCLUSION OR OPT-OUT REQUEST FORM**

<Name>  
<Address>  
<City>, <St> <Zip>

*Tracy Collins, individually and on behalf of persons similarly situated v. Bridge Staffing Services, LLC, et al.,  
Case No. 30-2016-00877510-CU-OE-CXC (the "Action")*

**SUBMIT THIS FORM NOT LATER THAN JULY 20, 2019 ONLY IF YOU WISH TO OPT OUT OF THE SETTLEMENT.**

**DO NOT SUBMIT THIS EXCLUSION FORM IF YOU WISH TO RECEIVE MONEY FROM THE SETTLEMENT.**

I have reviewed the accompanying Notice of Class Action Settlement and understand that I was employed by Bridge Staffing Services, LLC and/or MemorialCare Home Health, LLC dba MemorialCare Home Health (collectively, "Defendants") as a non-exempt employee, or contracted as an independent contractor in California during all or part of the time from September 26, 2012 to March 18, 2017 and understand that I am therefore a Settlement Class Member in the Action. I understand that this settlement is intended to compensate such Settlement Class Members.

I understand that I may exclude myself from, or "opt out" of, the class settlement of the Action. I understand that, in any separate lawsuit, I may receive nothing or less than I would have received if I had participated in the settlement. I understand that any separate lawsuit by me will be undertaken at my own expense and at my own risk, and that there is a deadline to pursue such claims known as the "statute of limitations." I understand that counsel for the class will not represent my interests if I opt out.

I understand that if I do not opt out, I will receive a payment if the class settlement of the Action is approved by the Court. *I understand that, by requesting to be excluded from the class settlement, I will receive no money from the settlement in accordance with the Settlement Agreement entered into by Plaintiff and Defendants in the Action.* No one has coerced or forced me to opt out; it is my own decision. **I opt out of the settlement.**

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Printed Name \_\_\_\_\_ Signature \_\_\_\_\_

( \_\_\_\_\_ )

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Date (mm/dd/yyyy) \_\_\_\_\_ Telephone \_\_\_\_\_

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Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
(Last Four Digits of Social Security Number  
for identity verification purposes only)

THIS FORM MUST BE POSTMARKED BY JULY 20, 2019 OR, IF DELIVERED TO THE CLAIMS ADMINISTRATOR BY MEANS OTHER THAN UNITED STATES CERTIFIED MAIL, RECEIVED BY THE CLAIMS ADMINISTRATOR NOT LATER THAN JULY 20, 2019 AT THE FOLLOWING ADDRESS:

*Tracy Collins v. Bridge Staffing Services, LLC., et al.*  
c/o Phoenix Settlement Administrators  
PO Box 7208  
Orange, CA 92863  
Fax: (949) 209-2503

**YOU SHOULD KEEP A COPY OF THIS DOCUMENT FOR YOUR RECORDS. YOU MAY WISH TO MAIL IT RETURN RECEIPT REQUESTED.**