

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

If you were a non-exempt employee employed by Rapid Action, LLC dba RapidStaff and worked at any facility engaged in a trade dispute in California at any time between July 17, 2016 through October 1, 2021, a class action settlement may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully.

- The Parties in the action entitled *Monique Lewis v. Rapid Action, LLC*, Sonoma County Superior Court Case No. SCV-266736, have reached a settlement and it has been granted Preliminary Approval by the Court supervising the lawsuit.
- The proposed Settlement will resolve all claims in the lawsuit. The Court has ordered that this Notice be sent to you because you may be a member of the Settlement Class.
- The purpose of this Notice is to inform you of the Settlement of the class action and your legal rights and options under the Settlement:

Your Legal Rights and Options in this Settlement	
DO NOTHING	Receive an Individual Settlement Payment. If you do not exclude yourself from the Settlement, you will receive an Individual Settlement Payment automatically after final judicial approval of the Settlement Agreement. You will give up any right to sue Rapid Action, LLC (“Rapid Action”) separately about the same and/or similar legal claims at issue in this lawsuit (see page 4-5, number 7). If you are a current Rapid Action non-exempt employee, your decision as to whether or not to participate in the Settlement will not affect your employment with Rapid Action.
MAIL-IN A WRITTEN EXCLUSION REQUEST	Exclude yourself from the settlement and get no payment, except as noted under Section 7 below. If you want to opt-out of the Settlement, mail a signed written exclusion request to the Settlement Administrator that is postmarked no later than <u>May 5, 2022</u> . To opt-out, your written statement must include your name (and former names, if any), current address, telephone number, last four digits of your social security number and signature, and must substantially state the following: <i>“I received the Class Notice and I wish to opt out of the settlement in the case entitled Monique Lewis v. Rapid Action, LLC.”</i> Opt-out requests that do not include all required information, or that are not timely submitted, will be disregarded. If you submit a valid and timely opt-out request, you will not be able to participate in the Settlement and will not be bound by either the Settlement or the Judgment.
OBJECT	If you participate in the Settlement, you may also object to the Settlement if you wish. To object, you must submit a written objection that includes your name, current address, last four digits of your social security number, dates of employment, the basis for any objection, any plans to address the Court at the Settlement Fairness Hearing, and a description of any legal briefs, papers or memoranda you propose to submit to the Court, to the Settlement Administrator that is postmarked no later than <u>May 5, 2022</u> .

BASIC INFORMATION

1. Why did I get this notice?

You have received this notice because Rapid Action's company records indicate that you worked for Rapid Action as a non-exempt employee at a facility engaged in a trade dispute in California between the Settlement Period of July 17, 2016 through October 1, 2021 (a "Settlement Class Member"). The purpose of this notice is to advise you of the Settlement and your legal rights and options in this Settlement.

2. What is this lawsuit about?

Plaintiff Monique Lewis (hereinafter referred to as "Plaintiff") claims in the lawsuit that Rapid Action failed to pay straight and overtime wages, failed to provide meal and rest periods, failed to reimburse for business-related expenses, failed to provide accurate itemized wage statements, failed to timely pay waiting time penalties and final wages, and associated penalties. Based thereon, Plaintiff also included claims under California's Business and Professions Code and claims for penalties pursuant to the Private Attorneys General Act of 2004. Rapid Action denies all of these allegations and asserts that it has fully complied with all of its legal obligations. Both Plaintiff and Rapid Action believe that the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the members of the Settlement Class.

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

In a class action, one or more people sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The person who filed the lawsuit is called Plaintiff. The company Plaintiff has sued (in this case Rapid Action) is called the Defendant. The court resolves the issues for everyone in the Class except for those people who choose to exclude themselves from the Class. On March 1, 2022, Judge Gary Nadler of Sonoma County Superior Court, the judge assigned in this lawsuit, issued an order preliminarily certifying the Settlement Class.

4. Has the Court decided who is right?

The Court has made no ruling on the merits of the members of the Settlement Class's claims and has determined only that certification of the Settlement Class for Settlement purposes is appropriate under California law.

THE SETTLEMENT

5. Why is there a settlement?

Both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Rapid Action denies all of the claims in the lawsuit. The Class Representative and her attorneys believe the Settlement is in the best interests of all Settlement Class Members.

6. What does the Settlement provide?

Under the terms of the Settlement, Rapid Action agrees to pay a Total Maximum Settlement Fund of \$500,000.00. Deducted from this amount will be sums approved by the court for attorneys' fees in the lawsuit not to exceed one third of the Total Maximum Settlement Fund, which is approximately \$166,650.00, reasonable costs incurred by Class Counsel in the lawsuit not to exceed \$15,000.00, a Service Award to Plaintiff for her services as the Class Representative not to exceed \$10,000.00, payment to the State of California Labor and Workforce Development Agency ("LWDA") of \$11,250.00 (75% of \$15,000.00) for alleged penalties and \$3,750.00 (25% of \$15,000.00) to be distributed to participating class members, and the fees and expenses of the Settlement Administrator in an amount not to exceed \$10,000.00. The cash amount left ("Net Settlement Amount") is available to pay Settlement Class Members who do not opt-out of the Settlement.

For each employee who does not opt-out of the Settlement, the Settlement Administrator will calculate the payment as follows: First, the Settlement Administrator shall reduce the Settlement Amount of \$500,000.00 by deducting (a) all attorneys' fees, costs and expenses of litigation approved by the Court and awarded to Class Counsel, (b) payment to the LWDA, (c) the enhanced payment for Plaintiff approved by the Court and awarded to Plaintiff, and (d) the sum to be paid to the Settlement Administrator associated with settlement administration expenses. Then, each Settlement Class Member's Share will be based on a ratio of his/her individual Pay Periods worked during the Settlement Period to the total Pay Periods worked by all Settlement Class Members who do not request exclusion. The individual settlement payment to each Settlement Class Member will be calculated by dividing the Settlement Class Member's individual Pay Periods by the total Pay Periods of all Settlement Class Members and multiplying by the Total Maximum Settlement Fund that remains after all deductions, (a) through (d) listed above, have been made. The amount you receive will depend on the number of valid exclusion requests submitted, and may be larger or smaller depending on how many valid opt-out requests are submitted.

Rapid Action's records indicate that the total number of Pay Periods during which you worked as a non-exempt employee at any facility engaged in a trade dispute in California during the Settlement Period is <<Merged_PP>>.

Based on the foregoing formula, your proportionate share of the Settlement is approximately: \$<<Merged_\$\$>>

This amount was determined based on Rapid Action's record of your employment between July 17, 2016 and October 1, 2021, and is presumed correct. If you disagree with the earnings information reflected on this notice, you may state the basis of your disagreement and submit documentation supporting your position by no later than May 5, 2022, to the Settlement Administrator. Please be advised that the Pay Period information listed above is presumed to be correct unless the documents you submit prove otherwise. Any decision by the Settlement Administrator with regard to the disputes as to your Pay Periods shall be final. The Settlement Administrator's contact information is listed below:

Rapid Action Settlement
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92867
Telephone: (800) 523-5773

The Class Member Allocation Amounts shall be classified as 20% wages, 40% penalties, and 40% interest. The Settlement Administrator shall calculate and deduct from those amounts the employee's share of tax and other required withholdings, and then will pay the resulting amount to Settlement Class Members who do not exclude themselves from the Settlement. Nothing in this Notice or the Settlement is intended to be tax advice. Settlement Class Members are directed to consult with their own tax advisors concerning the tax consequences of the payments they receive.

7. What am I giving up in exchange for the settlement benefits?

If approved by the Court, the proposed Settlement Agreement will be binding on all Settlement Class Members who do not timely opt out of the settlement. If you do not opt out of the settlement and the settlement is given final approval, you will release the right to assert all settled claims as described herein below. The "Released Parties" mean: Rapid Action, TotalMed Staffing Inc., Providence Saint Joseph Eureka, Petaluma Valley Hospital, Queen of the Valley, Redwood Memorial Hospital, St. Joseph's Hospital, and Santa Rosa Memorial Hospital and their respective former, current and future parent companies, subsidiaries, affiliates, shareholders, members, principals, heirs, joint employers, representatives, auditors, consultants, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors

and employees), predecessors, successors, investors, and assigns, fiduciaries, trustees, and company-sponsored employee benefit plans.

By agreeing to be part of the Settlement, you are agreeing to release the following claims you have against the Released Parties, including any and all claims, rights, demands, damages, liabilities and causes of action, whether known or unknown, contingent or vested, in law or in equity, arising at any time during the Settlement Period for unpaid wages or other compensation, and/or related penalties, interest, costs, attorneys' fees, and/or injunctive or other equitable remedies, allegedly owed or available, against Defendant TotalMed Staffing Inc., Providence Saint Joseph Eureka, Petaluma Valley Hospital, Queen of the Valley, Redwood Memorial Hospital, St. Joseph's Hospital, and Santa Rosa Memorial Hospital and their respective former, current and future parent companies, subsidiaries, affiliates, shareholders, members, principals, heirs, joint employers, representatives, auditors, consultants, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, investors, and assigns, fiduciaries, trustees, and company-sponsored employee benefit plans allegedly owed or available, arising out of, or related to the claims, allegations and operative facts asserted in the operative complaint, or which could have been asserted in the Action based on the alleged facts in the operative complaint, including: (1) failure to pay for all hours worked in violation of the California Labor Code; (2) failure to pay overtime; (3) failure to pay minimum wage; (4) failure to authorize and/or permit meal breaks; (5) failure to authorize and/or permit rest breaks; (6) failure to reimburse for business-related expenditures; (7) failure to furnish accurate wage statements; (8) waiting time penalties; (9) Unfair Business Practices in Violation of Business and Professions Code section 17200, et. seq.; (10) all claims under California Labor Code section 2699 (Private Attorneys General Act) or for civil penalties that could have been premised on exhaustion letters filed with the LWDA by Plaintiff, and violation of or liability under California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1199, the relevant Wage Orders issued by the Industrial Welfare Commission, any and all claims for 2802, 2698, et. seq., California Business & Professions Code section 17200 *et seq.*, based on the alleged labor code sections, the relevant Wage Orders issued by the Industrial Welfare Commission, any and all claims for attorneys' fees and costs, and/or California Code of Civil Procedure section 1021 arising therefrom.

Additionally, any Participating Class Member who cashes his or her settlement check (and, in so doing, becomes an FLSA Settlement Class Member) will be deemed to have opted into the action for purposes of the Fair Labor Standards Act and, as to those FLSA Settlement Class Members, the Released Claims include any and all claims the FLSA Settlement Class Members may have under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. arising during the Settlement Period relating to the alleged claims. Only those Participating Class Members who cash their settlement check will be deemed to have opted into the action for purposes of the Fair Labor Standards Act and thereby released and waived any of their claims under the Fair Labor Standards Act relating to the alleged claims. The back of the check issued to each putative class member shall contain language that by endorsing/signing the check, the putative class member is opting in and releasing any claims under the FLSA arising during the Settlement Period.

If you do not cash your check within 180 days of issuance, your check will be void and the amount represented by the uncashed check plus interest on that sum at the legal rate of interest from the date of entry of the initial judgment will be paid over to the California State Controller's Office in your name. Additionally, even if you do not cash your check, you will be deemed to have waived irrevocably any right in or claim to your settlement share and will be bound by the terms of the settlement and the release, with the exception of the FLSA claim.

All Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all claims arising under PAGA with respect to all of the Released Parties irrespective of whether a Class Member submits a request for exclusion.

8. How do I get a payment?

If you received this notice by mail, you will receive an Individual Settlement Payment automatically if you do not exclude yourself from the Settlement.

9. When will I get my payment?

Individual Settlement Payments will be mailed to Settlement Class members who are eligible to receive benefits under the Settlement after the court approves the Settlement, and if there are any appeals, after time for appeals has ended and any appeals have been resolved.

WHO IS IN THE SETTLEMENT CLASS

10. Which current and former employees are included?

You are part of the Settlement Class if you worked as a non-exempt employee of Rapid Action at any facility engaged in a trade dispute in California at any time between July 17, 2016 to October 1, 2021.

11. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the Settlement Administrator at the phone number or address listed in Question 15.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Settlement Class or opt-out of the Settlement Class by May 5, 2022.

12. What happens if I do nothing at all?

You don't have to do anything now if you want to receive a share of the money from this settlement between Rapid Action and the Plaintiff. By doing nothing you stay in the Settlement Class and you keep the possibility of getting money that may come from this settlement, and you give up any rights to sue Rapid Action separately about the claims referenced in Section 7.

13. How do I ask the Court to exclude me from the Settlement Class?

Settlement Class members may exclude themselves ("opt-out") from the Settlement Class by submitting a signed written exclusion request to the Settlement Administrator by mail to Rapid Action Settlement, c/o Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92867, on or before May 5, 2022. To opt-out, your written statement must include your name (and former names, if any), current address, telephone number, the last four digits of your social security number, and your signature, and must substantially state the following: *"I received the Class Notice and I wish to opt out of the settlement in the case entitled Monique Lewis v. Rapid Action, LLC."* Opt-out requests that do not include all required information, or that are not submitted timely, will be disregarded. Persons who submit valid and timely opt-out requests will not participate in the Settlement and will not be bound by either the Settlement or the Judgment. If you exclude yourself, you will not receive payment from the Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

14. What happens if I exclude myself from the Settlement?

If you exclude yourself now, you will not be bound by, and will not get anything from the Settlement. If you ask to be excluded, you will not get an Individual Settlement Payment, and you cannot object to the Settlement. But

you may sue Rapid Action in the future asserting similar claims as referenced in Section 7, subject to any defenses that Rapid Action may assert.

15. What if I want to object to the Settlement?

If you are a Settlement Class member, believe that the Settlement should not be finally approved by the Court for any reason, and want the Court to consider your objection, then on or before May 5, 2022, you need to mail a written objection containing your name, address, and telephone number, social security number, dates of employment, the factual and legal basis of your objection, your signature, any plans to address the Court at the Settlement Fairness Hearing, and a description of any legal briefs, papers or memoranda you propose to submit to the Court, to the Settlement Administrator at the address below. You cannot exclude yourself by phone. If you want to object and are represented by an attorney, the written objection shall include the name and address of your attorney. You may appear at the Settlement Fairness Hearing in order to have your objections heard by the Court even if you did not submit a written objection.

Settlement Administrator

Rapid Action Settlement

c/o Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA 92867

Telephone: (800) 523-5773

DO NOT submit both an opt-out statement and an objection. If you submit both, the objection will be disregarded. All objections or other correspondence must state the name and number of the case. If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will still receive a portion of the PAGA Payment because the request for exclusion does not apply to this claim.

16. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. If your objection is overruled, you will be part of the Settlement, will release your claims, and will receive the payments.

Excluding yourself is telling the court that you do not want to be part of the Settlement Class. If you exclude yourself, you will have no basis to object because the Settlement will no longer affect you.

THE LAWYER REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court decided that Ashkan Shakouri is qualified to represent you and all Settlement Class Members. The law firm is called "Class Counsel." If you have any questions regarding the case or this notice, or you want to communicate with the lawyers representing the Plaintiff, you may contact them at:

COUNSEL FOR PLAINTIFF:

Ashkan Shakouri, Esq.

SHAKOURI LAW FIRM

11601 Wilshire Blvd., Fifth Floor

Los Angeles, CA 90025

Tel: (310) 575-1827

Fax: (310) 575-1872

18. How will the costs and attorney's fees for the lawsuit and the Settlement be paid?

Subject to court approval, Rapid Action agrees to pay up to \$166,650.00 in attorney's fees, as well as reasonable costs in the amount of up to \$15,000.00 to Class Counsel. Subject to court approval, Rapid Action also agrees to pay the Class Representative up to \$10,000.00 as an enhancement fee for her participation in this lawsuit and for taking on the risk of litigation. The court may award less than these amounts. Rapid Action shall pay the Settlement Administrator's costs and fees associated with administering the Settlement in an amount up to \$10,000.00.

THE FAIRNESS HEARING

The judge will hold a hearing to decide whether to approve the Settlement.

19. When and where will the court decide whether to approve the settlement?

The court will hold a hearing at Superior Court of California for the County of Sonoma, located at 3055 Cleveland Avenue, Santa Rosa, California 95403 in Department 19 on May 19, 2022, at 3:00 p.m. The hearing may be moved to a different date and/or time without additional notice. At this hearing, the court will consider whether the Settlement is fair, reasonable, and adequate. If there are any objections, the judge will consider them. At this hearing, the court will also decide how much to pay Class Counsel and how much to pay Plaintiff as an enhancement fee.

20. Address Change

If you move before settlement payments are made, or if the address on this notice is incorrect in any way, it is your responsibility to notify the Settlement Administrator of your updated address to ensure your receipt of your share of the settlement funds.

Please note that your contact information was obtained for purposes of this Settlement only, by Order of the Court, and will not be utilized for any other purpose other than this pending Settlement. Counsel will use all reasonable means to protect your information.

GETTING MORE INFORMATION

This Notice only summarizes the lawsuit and proposed Settlement. More details are in the Settlement Agreement and you can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at www.phoenixclassaction.com or by contacting the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.