

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND FINAL APPROVAL HEARING**

***George v. Total Professional Network, Inc. (Case No. 20STCV01913)***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR  
DO NOT ACT. PLEASE READ THIS CLASS NOTICE CAREFULLY.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing and Receive a Payment</b>	To receive a cash payment from the Settlement, you do <b>not</b> have to do anything. <b>Your estimated Settlement Share is: \$&lt;&lt;__&gt;&gt;.</b> See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
<b>Exclude Yourself</b>	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive <b>no money from the Settlement, except as noted in Section 7 below.</b> Instructions are set forth below.
<b>Object</b>	Write to the Court about why you do not like the Settlement. Directions are provided below.

**1. Why did I get this Class Notice?**

A proposed class action settlement (the “Settlement”) of the above-captioned action (the “Lawsuit”) pending in the California Superior Court for the County of Los Angeles (the “Court”) has been reached between Plaintiff Melvin George (“Plaintiff”), on the one hand, and Defendant Total Professional Network, Inc., doing business as Core MedStaff (“Total Professional Network” or “Defendant”), on the other hand, and has been preliminarily approved by the Court. **You may be entitled to receive money from this Settlement. The Court has not made a determination about any of the contentions of the parties. This Class Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims or defenses asserted by either side.**

**You have received this Class Notice because you have been identified as a member of the Class, which is defined as:**

all non-exempt employees working for Defendant TPN who were assigned to work at any healthcare facility inside California from January 16, 2016 to April 21, 2021 (the “Class Period”).

This Class Notice explains the Lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

**2. What is this class action lawsuit about?**

The Lawsuit is brought by Plaintiff who is an individual formerly employed by Total Professional Network as a healthcare professional in California. This Lawsuit is against Total Professional Network.

In the Lawsuit, Plaintiff alleges that Total Professional Network violated California law in several ways. Specifically, the Lawsuit includes claims for (1) failure to reimburse for business expenses; (2) failure to pay for all hours worked; (3) failure to pay overtime; (4) failure to pay minimum wage; (5) failure to authorize and/or permit meal breaks; (6) failure to authorize and/or permit rest breaks; (7) failure to provide accurate wage statements; (8) failure to pay all wages timely upon separation of employment; (9) unfair business practices; and (10) violation of the Private Attorneys General Act of 2004 (“PAGA”). Total Professional Network denies, and continues to deny, all claims asserted by Plaintiff and contends that it fully complied with the California Labor Code and all other applicable state and federal laws and regulations.

Following mediation on November 23, 2020, the Parties reached a settlement in order to avoid the risk, inconvenience and expense of further litigation. Plaintiff and Class Counsel believe the proposed Settlement is fair, adequate and in the best interest of the Class Members given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some of the claims presented. Total Professional Network enters into this Settlement for the sole purpose of avoiding the operational burden, expense and uncertainty of continuing litigation.

The Court granted preliminary approval of the Settlement on March 10, 2022. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and Ashkan Shakouri and Sharon Lin of Shakouri Law Firm to serve as Class Counsel.

### **3. What are the terms of the Settlement?**

Gross Settlement Amount. Defendant has agreed to pay Two Million Dollars (\$2,000,000) (the “Gross Settlement Amount”) to fund the Settlement of the Lawsuit. The Gross Settlement Amount includes all payments of Settlement Shares to the Class contemplated by the Settlement, Attorneys’ Fees, Litigation Expenses, Settlement Administration Expenses, Service Award to the Plaintiff, and the PAGA Payment, but excludes the employer’s share of payroll taxes, which shall remain the sole responsibility of Defendant. The entirety of the Gross Settlement Amount will be disbursed, with no reversion to Defendant.

Amounts to be Paid from the Gross Settlement Amount. The Court has tentatively approved certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final approval by the Court, and which will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$20,000, for expenses, including expenses of notifying the Class of the Settlement, processing opt-outs, and distributing Settlement Shares and tax forms.
- Attorneys’ Fees and Litigation Expense Payments. Payment to Class Counsel of reasonable attorneys’ fees not to exceed \$666,666.67 (1/3 of the Gross Settlement Amount), and an additional amount to reimburse actual litigation expenses not to exceed \$20,000. Class Counsel has been prosecuting the Lawsuit on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Service Award. Service Award not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for his services on behalf of the Class in initiating and prosecuting the Lawsuit, and for the risks he undertook.
- PAGA Payment. A payment of \$25,000, which shall be allocated \$18,750 to the State of California’s Labor and Workforce Development Agency (“LWDA”) and \$6,250 for distribution to the PAGA Members (all non-exempt employees working for Defendant TPN who were assigned to work at any healthcare facility inside California from January 16, 2019 to April 21, 2021) as part of the Net PAGA Amount.

Calculation of Payments to Participating Class Members. After all of the payments of the court-approved Class Counsel Fee Payment, Litigation Expenses, Service Award, the PAGA Payment and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount” shall be distributed to Class Members who do **not** request exclusion (“Participating Class Members”). The Net Settlement Amount shall be paid as follows:

**Calculation for Class Members.** From the Net Settlement Amount, the Settlement Share for each Participating Class Member in the Class will be calculated by (a) dividing this amount by the total number of workweeks worked by all Participating Class Members in the Class during the Class Period to determine a dollar amount per workweek (“Workweek Payment”), and (b) multiplying the total number of workweeks worked by each Participating Class Member in the Class during the Class Period by the Workweek Payment.

**Calculation of PAGA Penalties Payments to PAGA Members.** The Net PAGA Amount shall be distributed to PAGA Members **irrespective of whether they exclude themselves or opt-out of the Class Settlement.** The Net PAGA Amount will be divided by the total number of Workweeks worked by all PAGA Members and then taking that number and multiplying it by the number of Workweeks worked by each respective PAGA Members. “PAGA Members” means all non-exempt employees who worked for Total Professional Network, Inc. in California at any time from January 16, 2019 to April 21, 2021 (the “PAGA Period”).

**If the Settlement is approved by the Court and you do not opt out, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment.** If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Participating Class Member’s Settlement Share is in settlement of wage claims, which is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty percent (80%) of each Participating Class Member’s Settlement Share from the Class is in settlement of claims for reimbursement of business expenses, interest and penalties, which is not subject to wage withholdings, and shall be reported on IRS Form 1099.

Participating Class Members shall be responsible for paying any taxes owing on their Settlement Shares. Plaintiff, Defendant, and their respective counsel do not intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement.

**4. What Do I Release Under the Settlement?**

Released Class Claims. Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendant, any person who is a Participating Class Member who does not opt-out shall be deemed to have fully and finally released all claims that were alleged or that could have been alleged based on the facts asserted in the First Amended Complaint that occurred during the Class Period. The release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims outside of the Class Period and the Released PAGA Claims, which shall be released as follows: Upon the Effective Date and funding in full of the Gross Settlement Amount by Defendant, all PAGA Members shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the “PAGA Release”). “Released PAGA Claims” are defined as the claims asserted by the PAGA Members for alleged violations of the California Labor Code and IWC Wage Order provisions identified in the PAGA notice sent to the LWDA by Plaintiff and further identified in the First Amended Complaint that are alleged to have occurred during the PAGA Period (“Released PAGA Claims”).

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court’s orders in the Lawsuit will apply to you and legally bind you.

**5. How much will my payment be?**

**Defendant’s records reflect that you worked<< \_\_\_\_ >> weeks during the Class Period as a non-exempt employee for Defendant. Your estimated Settlement Share as a Class Member is << \_\_\_\_ >>.**

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than May 16, 2022.

**6. How can I get a payment?**

**To get money from the settlement, you do not have to do anything.** A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Phoenix Settlement Administrators, (800) 523-5773; address: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

The Court will hold a hearing on July 13, 2022 to decide whether to approve the Settlement. If the Court approves the Settlement and there are no appeals, you will receive your Settlement Share in installments, with the first check mailed to you approximately 3 months after the Court approves the Settlement and the second and final check mailed to you approximately 6 months after the Court approves the Settlement. The Parties have agreed to this installment plan due to Defendant's inability to pay the Gross Settlement Amount in a lump-sum payment. You will receive your Settlement Share before Class Counsel is paid their Attorneys' Fee or Litigation Expenses. If there are appeals, resolving the issue on appeal can take more time. Please be patient.

#### **7. What if I don't want to be a part of the Settlement?**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows:** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than **May 16, 2022**. The request to opt-out may state in substance: "I have read the Class Notice and I wish to opt-out of the class action and settlement of the case *George v. Total Professional Network, Inc. (Case No. 20STCV01913)*" or a response in another verifiable format advising the Settlement Administrator that you elect not to participate in the Settlement. The request to opt-out must contain your name, address, and signature. To be valid, the request to opt-out must be completed by you and must be timely mailed to the Settlement Administrator. No other person may opt-out for a living member of the Class. Anyone who submits a timely and valid request to opt out shall not be deemed a Participating Class Member and will not receive any payment as part of this Settlement except as provided above.

The address for the Settlement Administrator is Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Written requests for exclusion that are postmarked after **May 16, 2022**, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

#### **8. How do I tell the Court that I don't like the Settlement?**

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement. Objections may be in writing and state your (the Class Member's) name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *George v. Total Professional Network, Inc. (Case No. 20STCV01913)*. In addition, Class Members may enter an appearance through an attorney if they so desire, or may appear at the final approval hearing to make their objection orally.

**Any objections must be postmarked and mailed to the Settlement Administrator no later than May 16, 2022.** The address for the Settlement Administrator is Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object.

The addresses for Parties' counsel are as follows:

**Class Counsel:**

Ashkan Shakouri  
Sharon Lin  
Shakouri Law Firm  
11601 Wilshire Blvd., Fifth Floor  
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**Counsel for Defendant:**

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## **9. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at 10:00 a.m. on July 13, 2022, at the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, California 90012, in Department 9. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court will listen to Class Members who ask to speak regarding their objections, regardless of whether they have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>.

Under General Order (2020-GEN-25-00), public access to courthouses is limited at all times to judicial officers, court employees, co-lessees, Judicial Council staff, vendors, jurors, mediators, authorized persons (including news media representatives and news reporters), attorneys, litigants and witnesses with matters on calendar, and individuals with confirmed appointments. Members of the public, not otherwise referenced above, who wish to attend a court proceeding may do so upon advance request and at the discretion of the judicial officer presiding over the matter. Instructions on how to make such a request are available on the Court's website at <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>.

## **10. How do I get more information about the Settlement?**

This Class Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and Final Judgment by viewing the settlement located on the Settlement Administrator's website at <http://www.phoenixclassaction.com/> or by contacting the Settlement Administrator or Class Counsel. You may also get more details by examining the Court's file using the court's website at <http://www.lacourt.org/> and entering the Case No. *20STCV01913* in the website's case access page, or by going to the Clerk's Office located at 312 N. Spring Street, Los Angeles, California 90012 during regular business hours.

**PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.**

### **IMPORTANT:**

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. If the Settlement Share check of a Participating Class Member remains uncashed by the expiration of the 180-day period, the uncashed funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.* for the benefit of those Participating Class Members who did not cash their Settlement Share checks until such time that they claim their property and who will remain bound by the Settlement.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.