

EXHIBIT 1

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TRAVEL STAFF, LLC,
7 formerly known as CC STAFFING, INC.

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10
11 ALICE OGUES, on behalf of herself and)
all others similarly situated,)

12 Plaintiffs,)

13 v.)

14 CC STAFFING, INC., a Delaware)
15 corporation; and DOES 1-50, inclusive,)

16 Defendants.)
17

Case No. CV-12-6135 JCS

JOINT STIPULATION OF
SETTLEMENT AND RELEASE

Hon. Joseph C. Spero

1 This Joint Stipulation of Settlement and Release is made and entered into
2 between Plaintiff ALICE OGUES, as an individual and as a representative of the
3 Class (“Plaintiff”), and Defendant TRAVEL STAFF, LLC, formerly known as CC
4 Staffing, Inc. (“TRAVEL STAFF”), who are parties to the above-captioned litigation
5 (together, the “Parties”).

6 It is hereby stipulated and agreed, by and between the undersigned Parties,
7 subject to approval of the Court, that the settlement of this action shall be effectuated
8 upon and subject to the following terms and conditions:

9 **I. DEFINITIONS**

10 The following capitalized terms, when used in this Joint Stipulation of
11 Settlement and Release, shall have the following meanings:

12 1. “Action” or “Instant Action” means the above stated action, styled as
13 *Alice Ogues v. CC Staffing, Inc.*, pending in the United States District Court for the
14 Northern District of California, Case Number 12-cv-6135 (JCS).

15 2. “Claims Administrator” means Rust Consulting, Inc., a reputable third-
16 party administration company, or any other administration company jointly selected
17 by the Parties and approved by the Court.

18 3. “Class” and “Settlement Class” mean all persons employed by Travel
19 Staff or its affiliates as traveling or local temporary healthcare providers in the State of
20 California at any time between December 4, 2008 and the date the Court grants
21 preliminary approval to this Settlement.

22 4. “Class Counsel” means the Law Offices of Shaun Setareh.

23 5. “Class Member” means each person eligible to participate in this
24 Settlement who is a member of the Class defined above.

25 6. “Class Member Released Claims” shall mean a release of any and all
26 claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's
27 fees, damages, action or causes of action contingent or accrued, which relate to wage
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1 and hour and California Labor Code or Federal Wage claims which have been
2 specifically pled in the complaint, or could have been pled based upon the factual
3 allegations in the complaint, which includes but is not limited to waiting time
4 penalties, meal periods, rest breaks, timely payment of wages, minimum and overtime
5 wages or rates, wage statements, reimbursements, unpaid wages, unlawful deductions
6 from wages, and derivative or related claims, including but not limited to Private
7 Attorney General Act claims, claims for restitution and other equitable relief,
8 liquidated damages, punitive damages, or penalties of any nature whatsoever, and
9 under the California Labor Code § 2699 or Business & Professions Code (including
10 Section 17200) or the California Wage Orders or California Labor Code. Class
11 Members shall be deemed to have expressly waived and relinquished, to the fullest
12 extent permitted by law, the provisions, rights, and benefits they may otherwise have
13 had relating to the Class Member Released Claims pursuant to Section 1542 of the
14 California Civil Code, which provides as follows:

15 A general release does not extend to claims which the
16 creditor does not know or suspect to exist in his or her favor
17 at the time of executing the release, which if known to him
18 or her must have materially affected his or her settlement
 with the debtor.

19 All Class Members shall be bound by this release unless they formally opt-out
20 of the Settlement.

21 7. “Class Period” shall mean the time period from December 4, 2008
22 through the date of preliminary approval for purposes of Workweeks computations
23 and the time frame for the Released Claims.

24 8. “Class Representative Released Claims” means a general release of
25 Defendant, as defined herein, of any and all claims, obligations, demands, actions,
26 rights, causes of action, and liabilities against Settling Defendant, of whatever kind
27 and nature, character, and description, whether in law or equity, whether sounding in
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1 tort, contract, federal, state and/or local law, statute, ordinance, regulation, common
2 law, or other source of law, whether known or unknown, and whether anticipated or
3 unanticipated, including unknown claims covered by Civil Code Section 1542, by
4 Class Representative, arising during the period from the beginning of the Class
5 Representative's first date of employment with Settling Defendant to the date on
6 which the Court enters the Order of Preliminary Approval. The Class Representative
7 Released Claims include, but are not limited to the Class Member Released Claims as
8 well as any other claims under any provision of the Fair Labor Standards Act, the
9 California Labor Code or any applicable California Industrial Welfare Commission
10 Wage Orders, and claims under state or federal discrimination statutes, including,
11 without limitation, the California Fair Employment and Housing Act, California
12 Government Code § 12940 et seq.; the Unruh Civil Rights Act, California Civil Code
13 § 51 et seq.; the California Constitution; Title VII of the Civil Rights Act of 1964, 42
14 U.S.C. § 2000 et seq.; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.;
15 and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.;
16 and all of their implementing regulations and interpretive guidelines, as set forth in the
17 Complaint and Amended Complaints in this Action. The Class Representative shall be
18 deemed to have expressly waived and relinquished, to the fullest extent permitted by
19 law, the provisions, rights, and benefits she may otherwise have had relating to the
20 released claims pursuant to Section 1542 of the California Civil Code, which provides
21 as follows:

22 A general release does not extend to claims which the
23 creditor does not know or suspect to exist in his or her favor
24 at the time of executing the release, which if known to him
25 or her must have materially affected his or her settlement
 with the debtor.

26 The Class Representative Released Claims specifically exclude any and all
27 claims which may not be legally waived, including but not limited to claims under the
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1 worker's compensation laws and claims for reimbursement of business expenses
2 pursuant to Labor Code § 2802. Notwithstanding the foregoing, Class Representative
3 represents that during the period of her employment with Travel Staff she did not
4 report or sustain a work related injury and she did not incur any work related expenses
5 for which she is due reimbursement from Travel Staff.

6 9. "Class Representative," "Named Plaintiff," and "Plaintiff" shall mean
7 Plaintiff Alice Ogues.

8 10. "Workweeks" means and refers to the number of weeks during the Class
9 Period during which a Class Member worked for Travel Staff in California as a
10 traveling or local temporary healthcare provider.

11 11. "Claim Form" means the document attached hereto as Exhibit 2.

12 12. "Claims Period" means a period of forty-five (45) calendar days from the
13 date the Claims Administrator mails the Settlement Documents to Class Members. If
14 the 45th day falls on a Sunday or holiday, the Exclusion Period shall end on the next
15 business day that is not a Sunday or holiday.

16 13. "Complaint" shall mean the operative Complaint in the above-entitled
17 Action, originally filed on or about December 4, 2012.

18 14. "Court" shall mean the United States District Court for the Northern
19 District of California.

20 15. "Date of Preliminary Approval" means the date the Court approves this
21 Stipulation of Settlement, and the exhibits thereto, and enters an Order providing for
22 notice to the Class, an opportunity to opt-out of the Class, an opportunity to submit
23 timely objections to the settlement, and setting a hearing for Final Approval of the
24 Settlement, including approval of attorneys' fees and costs.

25 16. "Deficient Opt-Out Form" means a Request for Exclusion that is not
26 signed by the Class Member submitting the Request for Exclusion or cannot be
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1 verified by the Claims Administrator as being an authentic submission by the Class
2 Member.

3 17. "Deficient Opt-Out" means a Class Member who has submitted a
4 Deficient Opt-Out Form and has failed to cure its deficiencies.

5 18. "Defendant's Counsel" means Proskauer Rose LLP.

6 19. "Effective Date" means the date of entry of an Order granting final
7 approval of the Settlement, unless one or more objections to the Settlement are filed
8 which are not subsequently withdrawn, in which case it means the date one day after
9 the expiration date of the time for the filing or noticing of any appeal from the Order
10 and Final Judgment, or if an appeal is filed, the date of final dismissal of any appeal
11 from the Order and Final Judgment.

12 20. "Exclusion Form" or "Request for Exclusion Form" means the document
13 attached hereto as Exhibit 3.

14 21. "Exclusion Period" means a period of forty-five (45) calendar days from
15 the date the Claims Administrator mails the Settlement Documents to Class Members.
16 If the 45th day falls on a Sunday or holiday, the Exclusion Period shall end on the
17 next business day that is not a Sunday or holiday.

18 22. "Late Opt-Out Form" means a Request for Exclusion that is submitted to
19 the Claims Administrator after the end of the Exclusion Period.

20 23. "Late Opt-Out" means a Class Member who has submitted a Late Opt-
21 Out Form.

22 24. "LWDA" means the California Labor and Workforce Development
23 Agency.

24 25. "Maximum Settlement Amount" is the sum of Seven Hundred Fifty
25 Thousand U.S. Dollars (\$750,000), which represents the total amount payable in this
26 settlement by Settling Defendant, including all attorneys' fees, litigation costs, claims
27 administration fees, employer side taxes, payments to the LWDA, interest, and the
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1 Service Enhancement to the Class Representative. Ten percent of unclaimed funds
2 shall be distributed in equal parts to Project Perfect World and Hire Purpose, cy pres
3 recipients the parties have mutually agreed upon. Otherwise, all funds shall be paid to
4 the class on a pro rata basis.

5 26. "Net Settlement Amount" is the portion of the Maximum Settlement
6 Amount eligible for distribution to Qualified Claimants and is approximately
7 \$410,000.00. It equals the Maximum Settlement amount less Class Counsel's
8 attorneys' fees and actual litigation costs, claims administration expenses, employer
9 side taxes, payments to the LWDA for PAGA penalties, and the Service Enhancement
10 to the Class Representative.

11 27. "Notice of Class Action Settlement" shall mean the document attached
12 hereto as Exhibit 1.

13 28. "PAGA" shall mean the California Labor Code Private Attorneys
14 General Act, California Labor Code §§ 2698 *et seq.*

15 29. "Parties" shall mean Travel Staff and Plaintiff.

16 30. "Qualified Claimant" means a Class Member who has submitted a valid
17 and timely Claim Form to the Claims Administrator.

18 31. "Settling Plaintiffs" shall mean all Class Members who do not submit a
19 valid Request for Exclusion from the Settlement to the Claims Administrator.

20 32. "Settling Defendant" shall mean Travel Staff, LLC and its subsidiaries,
21 parents, affiliates, subsidiaries, successors and predecessors, and all agents,
22 employees, attorneys, officers and directors, and healthcare facility clients.

23 33. "Settling Parties" shall mean the Settling Defendant and Settling
24 Plaintiffs.

25 34. "Settlement Documents" shall mean the Notice of Class Action
26 Settlement (Exhibit 1), the Claim Form (Exhibit 2), and the Request for Exclusion
27 Form (Exhibit 2) attached hereto.

1 35. "Stipulation of Settlement" and "Settlement Agreement" shall mean this
2 Joint Stipulation of Settlement and Release.

3 **II. DESCRIPTION OF THE LITIGATION**

4 36. On December 4, 2012, Plaintiff filed a lawsuit against Travel Staff and
5 Does 1-50, in the United States District Court for the Northern District of California,
6 Case No. 12-cv-6135 (JCS).

7 37. Plaintiff seeks to represent a putative class of all persons employed by
8 Travel Staff as travelling or local temporary healthcare providers in the State of
9 California from December 4, 2008. The operative complaint alleges causes of action
10 under the California Labor Code and Business & Professions Code for (1) failure to
11 provide meal periods; (2) failure to provide rest breaks; (3) failure to pay minimum
12 and overtime wages; (4) failure to timely pay wages during employment; (5) unlawful
13 deductions from wages; (6) failure to provide accurate itemized wage statements; (7)
14 waiting time penalties; and (8) unfair competition. Plaintiff seeks damages,
15 restitution, penalties, and interest.

16 38. This Settlement embraces all claims against Travel Staff, including all
17 claims or legal theories asserted or which could have been asserted based upon the
18 factual allegations in the complaint, and under the California Labor Code § 2699 or
19 Business & Professions Code (including Section 17200) or the California Wage
20 Orders or California Labor Code.

21 **III. POSITION OF THE PARTIES**

22 39. Plaintiff alleges in her Complaint that, during the applicable limitations
23 period, Travel Staff failed to provide the Settling Plaintiffs with proper meal periods,
24 proper rest breaks, all minimum and overtime wages, timely payment of wages during
25 employment, accurate itemized wage statements, all wages owed at the completion of
26 employment, and that Travel Staff made unlawful deductions from wages for missed
27 shift charges.

1 40. Settling Defendant denies these claims in their entirety. Consequently,
2 Settling Defendant does not believe that any liability to Plaintiff or Class Members
3 exists, or that Plaintiff or Class Members are entitled to any recovery. In addition,
4 Settling Defendant contends that Plaintiff's claims are not suitable for class treatment.

5 41. On April 9, 2013, following an extensive and thorough exchange of
6 documents and data, the Parties participated in a mediation session with former
7 Magistrate Judge Edward Infante. Following this mediation, the Parties were able to
8 reach a resolution of the claims asserted in the Action. All of the terms of the Parties'
9 settlement are contained within this Stipulation of Settlement. At all times, the
10 Parties' settlement negotiations have been non-collusive, adversarial, and at arm's
11 length.

12 42. Discussions between counsel for the Parties, informal discovery, as well
13 as the investigation and evaluation of the claims of Plaintiff by the Parties, have
14 permitted each side to assess the relative merits of the claims and the defenses to those
15 claims. The Parties agree that the above-described investigation and evaluation, as
16 well as the information exchanged during settlement negotiations and mediation, are
17 more than sufficient to assess the merits of the respective Parties' positions and to
18 compromise the issues on a fair and equitable basis. Based on their own independent
19 investigations and evaluations, Class Counsel is of the opinion that the Settlement
20 with Settling Defendant for the consideration and terms set forth below, considering
21 the representative and class claims, and the risk of loss, is fair, reasonable, and
22 adequate in light of all known facts and circumstances, and is in the best interests of
23 the Class. Class Counsel is also of the opinion that the total consideration and
24 payment set forth in this Stipulation of Settlement is adequate in light of the
25 uncertainties surrounding the risk of further litigation, and the possible defenses and
26 offset claims that Settling Defendant has asserted and could assert.

1 **IV. BENEFITS OF THE SETTLEMENT TO THE PROPOSED CLASS AND**
2 **DEFENDANT**

3 43. Class Counsel recognizes the substantial monetary benefit to the Class
4 and the expenses and length of continued proceedings necessary to prosecute the
5 Action against the Settling Defendant through class certification, trial and possible
6 appeals. Class Counsel has also taken into account the uncertain outcome and risk of
7 any litigation, especially in complex actions such as class actions, as well as the
8 difficulties and delay inherent in such litigation. Therefore, Class Counsel has
9 determined that the settlement set forth in this Stipulation of Settlement is in the best
10 interest of the Class.

11 44. Settling Defendant and its counsel have similarly concluded that it is
12 desirable that the Action be settled in a manner and upon such terms and conditions
13 set forth herein in order to avoid further expense, inconvenience and distraction of
14 further legal proceedings, and the risk of the outcome of the Action. Therefore,
15 Settling Defendant has determined that it is desirable and beneficial to put to rest the
16 claims in the Action.

17 **V. OPERATIVE TERMS OF SETTLEMENT**

18 The Parties to this Action agree as follows:

19 45. Non-Admission. Nothing in this Stipulation of Settlement shall be
20 construed to be or deemed an admission by Settling Defendant of any liability,
21 culpability, negligence, or wrongdoing toward the Class Representative, the Class
22 Members, or any other person, and Settling Defendant specifically disclaims any
23 liability, culpability, negligence, or wrongdoing toward the Class Representative, the
24 Class Members, or any other person, or that class certification is appropriate. Each of
25 the Parties has entered into this Stipulation of Settlement with the intention to avoid
26 further disputes and litigation with the attendant inconvenience, expenses, and
27 contingencies. This Stipulation of Settlement, any related court documents or orders,
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1 may not be cited or otherwise admitted as evidence of liability or that class
2 certification is appropriate. There has been no final determination by any Court as to
3 the merits of the claims asserted by Plaintiff against Settling Defendant or as to
4 whether a class should be certified, other than for settlement purposes only.

5 46. Conditional Certification of the Settlement Class. The Parties stipulate to
6 the conditional certification of the Settlement Class as defined herein for settlement
7 purposes only. This provision is void and all terms of this Settlement are void if this
8 Settlement is not approved by the Court. The parties further stipulate that, for
9 settlement purposes only, the law firm of Shaun Setareh may be appointed as Class
10 Counsel, and that Plaintiff Alice Ogues may be appointed the Class Representative.
11 Travel Staff's stipulation to this settlement class shall not be construed as an
12 admission or acknowledgement of wrongdoing of any kind or that any class should be
13 certified or given collective action treatment.

14 47. Allocations to be Paid from the Maximum Settlement Amount. Settling
15 Defendant shall pay Seven Hundred and Fifty Thousand U.S. Dollars (\$750,000) as
16 the Maximum Settlement Amount to resolve the Action on a class-wide basis. Under
17 no circumstances will Settling Defendant be obligated to pay any more than the
18 Maximum Settlement Amount of Seven Hundred and Fifty Thousand U.S. Dollars
19 (\$750,000). The Parties agree to the following allocations to be paid from the
20 Maximum Settlement Amount, subject to Court approval:

- 21 a. From the Maximum Settlement Amount, \$7,500.00 shall be
22 payable to the California Labor and Workforce Development
23 Agency ("LWDA"), representing the LWDA's share of PAGA
24 penalties.
- 25 b. From the Maximum Settlement Amount, Class Counsel may seek
26 from the Court a maximum of \$225,000 in attorneys' fees, and a
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1 maximum of \$15,000.00 in actual litigation costs, for serving as
2 Class Counsel, both of which Travel Staff will not oppose.

3 c. From the Maximum Settlement Amount, the Class Representative
4 may seek from the Court an incentive payment not to exceed
5 \$17,500.00 for serving as Class Representative (“Service
6 Enhancement”) and in consideration for a general release in favor
7 of Settling Defendant, which Travel Staff will not oppose.

8 d. From the Maximum Settlement Amount, settlement administration
9 fees in a reasonable amount, which are estimated to be
10 approximately \$50,000.00.

11 e. The Maximum Settlement Amount remaining after payment of the
12 costs of administration, attorneys’ fees, litigation costs, employer
13 side taxes, class representative enhancement, and that portion of
14 PAGA penalties payable to the California LWDA, shall be paid to
15 Qualified Claimants who submit a valid and timely Claim Form.
16 Up to 90% of unclaimed funds shall be distributed pro rata to the
17 Class. The remaining 10% shall be distributed in equal parts to
18 Project Perfect World and Hire Purpose, cy pres recipients the
19 parties have mutually agreed upon.

20 f. If the Court approves a lesser amount of attorney’s fees, litigation
21 costs, administration costs, or Service Enhancement than those
22 sought by the Class Representative and Class Counsel, any amount
23 not requested or disallowed by the Court shall be added to the
24 settlement payments of Class Members who submit valid and
25 timely Claim Forms on a pro rata basis. The Parties agree that the
26 settlement shall remain binding with such modification(s) and its
27 terms will be otherwise unchanged.

1 48. Tax Treatment. Settlement payments to Qualified Claimants shall be
2 treated as follows: 25% as wages, for which an IRS Form W-2 shall issue; and 70% as
3 penalties and 5% as interest, for which an IRS Form 1099 shall issue. Class
4 Representative and Qualified Claimants shall be exclusively liable for any and all tax
5 liability, if any. Class Representative and Qualified Claimants should consult with
6 their tax advisors concerning the tax consequences of the payments they receive under
7 the Settlement.

8 49. Class Member Released Claims. Upon Final Approval, Settling Plaintiff
9 and each member of the Class who has not opted out of the Settlement shall be
10 deemed to have fully, finally, and forever released Settling Defendant from all Class
11 Member Released Claims for the period of time during which they were employed by
12 Travel Staff as travelling or local temporary healthcare providers in the State of
13 California between December 4, 2008 and the date the Court grants preliminary
14 approval of this Settlement.

15 50. Class Representative Released Claims. Upon Final Approval, the Class
16 Representative shall be deemed to have fully, finally, and forever released Settling
17 Defendant from all Class Representative Released Claims through the date the Court
18 grants preliminary approval of this Settlement.

19 51. Calculation of Settlement Amounts. The Claims Administrator will
20 calculate pro rata settlement payments to Class Members based on each Class
21 Member's relative percentage of Workweeks during the Class Period as reflected on
22 Travel Staff's internal records as set forth in this paragraph. After deducting for
23 attorney's fees, litigation costs, employer side taxes, the Service Enhancement, the
24 payment to the LWDA, and claims administration fees, the remainder of the
25 Maximum Settlement Amount will be allocated to Class Members as the "Net
26 Settlement Amount." The Parties agree that the following formula for allocating the
27 settlement payments to Class Members provided herein is reasonable and that the
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1 settlement payments provided herein are designed to provide a fair settlement to the
2 Class:

- 3 a. The number of Workweeks that each Class Member was employed
4 in a covered position during the Class Period shall be determined;
- 5 b. The number of Workweeks that all Class Members were employed
6 in covered positions during the Class Period shall be aggregated;¹
- 7 c. The percentage obtained by dividing the number of Workweeks for
8 an individual Class Member by the aggregate of all Workweeks for
9 all Class Members during the Class Period shall be used to
10 calculate that individual Class Member's share of the Net
11 Settlement Amount.

12 Up to 90% of unclaimed funds shall be distributed pro rata to Class Members.
13 The remaining 10% shall be distributed in equal parts to Project Perfect World and
14 Hire Purpose, cy pres recipients the parties have mutually agreed upon.

15 52. Qualified Claimants. A Class Member must timely submit a completed
16 and signed Claim Form during the Claims Period in order to receive a Settlement
17 Payment and be deemed a Qualified Claimant. All Qualified Claimants will be bound
18 by the Settlement and its releases, even if they fail to negotiate their Settlement
19 Payment check prior to its expiration date. A Class Member who submits both a
20 Claim Form and Exclusion Form shall be deemed a Qualified Claimant, their
21 Exclusion Form shall be invalidated, and they shall be paid a Settlement Payment.

22 53. Timing and Distribution of Settlement Funds and Payments. When and if
23 the Court grants Final Approval of the Settlement, and the Effective Date as defined
24 above has passed, the Settlement Administrator shall prepare a final list of all
25 Qualified Claimants who have submitted valid and timely Claim Forms. For each
26 Qualified Claimant on this list, the Settlement Administrator will calculate the

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28 ¹ Travel Staff estimates that as of October 25, 2013 the total number of Workweeks for all class members was 99,438.

1 amounts due and issue checks payable to said Qualified Claimants. Travel Staff shall
2 provide all payments required by this Settlement to the Settlement Administrator
3 within twenty (20) calendar days following the Effective Date. The Settlement
4 Administrator shall issue payments to Plaintiff, Class Counsel, and the LWDA no
5 later than thirty (30) calendar days following the Effective Date and mail settlement
6 checks to Qualified Claimants no later than forty (40) calendar days following the
7 Effective Date.

8 54. Court Approval of the Settlement. Subject to Travel Staff's approval,
9 Class Counsel shall be responsible for preparing and filing, in coordination with
10 Defendant's Counsel, the Motion for Preliminary Approval of the Settlement and the
11 Motion for Final Approval of the Settlement. Prior to the Final Approval hearing by
12 the Court, the Parties will submit a proposed Final Order(s): (i) certifying the Class
13 for settlement purposes only; (ii) finding the settlement fair, reasonable, and in the
14 best interests of the Class Members; (iii) approving Class Counsel's application for an
15 award of attorneys' fees and litigation costs; (iv) approving the Class Representative's
16 application for a Service Enhancement; (v) approving payment of claims
17 administration fees; and (vi) entering Judgment.

18 55. Termination of Settlement Agreement. If the conditions of the
19 Settlement set forth in this Stipulation of Settlement are not satisfied, or if the Court
20 does not enter a judgment in accordance with this Settlement, or if appellate review is
21 sought and on such review the Court's decision is materially modified or reversed, or
22 if one or more of the terms of the Stipulation of Settlement is not approved or the
23 Stipulation with respect to one or more such terms is materially modified or reversed,
24 then this Stipulation shall be canceled, terminated, and shall have no force or effect. If
25 Final Approval does not occur, or if this Stipulation of Settlement is terminated,
26 revoked, or canceled pursuant to its terms, the Parties to this Stipulation of Settlement
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1 shall be deemed to have reverted to their respective status as of the date and time
2 immediately prior to the execution of this Stipulation of Settlement.

3 If more than 5% of Class Members submit valid and timely requests for
4 exclusion from the Settlement, Travel Staff may, at its sole option, terminate the
5 Settlement. It may do so by providing written notice of its intent to terminate to
6 Plaintiff's counsel no later than five (5) business days after the claims administrator
7 advises the Parties in writing (including by e-mail) of the total number of Exclusion
8 Forms received. If Travel Staff fails to advise Plaintiff's counsel of its intent to
9 terminate the Settlement in the required time, it shall waive its right to terminate the
10 Settlement on this basis. For purposes of this paragraph, time is of the essence.

11 The Parties agree that, in the event the Settlement for any reason is not
12 approved, is vacated on appeal, or is otherwise modified or terminated, Travel Staff
13 reserves the right to assert any and all objections and defenses to the certification of
14 any class for trial purposes, and Plaintiff agrees that she will not use, in any manner,
15 Travel Staff' stipulation to certify the Class for settlement purposes to support any
16 motion to certify a class for litigation purposes.

17 In the event the Settlement for any reason is not approved, the Parties agree to
18 negotiate in good faith to reach a modified agreement through subsequent
19 negotiations, including mediation, if necessary, during a 30 day period following the
20 Court's disapproval of the Settlement.

21 **VI. CLAIMS ADMINISTRATION**

22 56. Selection and Compensation of Claims Administrator. The Parties agree
23 to jointly select and utilize a third-party Claims Administrator to give notice of and
24 communicate with Class Members regarding the settlement. The Parties have initially
25 selected Rust Consulting, Inc. to assume this role. Reasonable consent to the selection
26 of a different Claims Administrator will not be withheld by either Party. If the actual
27 cost of claims administration is less than the amount approved by the Court, those
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1 funds shall be paid to Class Members who submit valid and timely claims on a pro
2 rata basis. If the actual cost of claims administration exceeds the amount agreed by
3 the Parties in this Settlement, it shall be paid from the Maximum Settlement Amount
4 and reduce the Net Settlement Amount. All costs associated with claims
5 administration shall come out of the Maximum Settlement Amount.

6 Travel Staff's obligations under this agreement shall be fulfilled at the time it
7 deposits the Maximum Settlement Amount with the Claims Administrator. All funds
8 deposited by Travel Staff with the Claims Administrator shall be deemed to be in
9 custodia legis of the Court, and shall remain subject to the jurisdiction of the Court
10 until such time as such funds shall be disbursed pursuant to this Agreement and/or
11 further order(s) of the Court.

12 In the event that this Agreement is canceled, rescinded, terminated, voided or
13 nullified, however that may occur, or the settlement of this civil action is barred by
14 operation of law, invalidated or ordered not to be carried out by the Court or another
15 Court of competent jurisdiction, the Claims Administrator shall immediately return to
16 Travel Staff the entire balance of the funds deposited by Travel Staff.

17 Travel Staff, the Class Representative, and their respective attorneys of record
18 shall have no responsibility or liability with respect to the funds deposited by Travel
19 Staff with the Claims Administrator, or any investment thereof by the Claims
20 Administrator, or any losses incurred in connection therewith, nor shall they have any
21 liability to any person or entity for the Claims Administrator's acts and/or failures to
22 act. Travel Staff, the Class Representative, and their respective attorneys of record
23 shall have no responsibility or liability whatsoever for the funds deposited by Travel
24 Staff with the Claims Administrator, while it is deposited with the Claims
25 Administrator. Qualified Claimants shall hold Travel Staff, the Class Representative,
26 and their attorneys of record harmless with respect to the deposit, use, investment or
27 distribution of the funds deposited by Travel Staff with the Claims Administrator, the
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1 Claims Administrator's determination, administration, calculation and payment of
2 claims, the payment, withholding, reporting and/or filing of any taxes and tax related
3 documents related to those funds or any losses incurred in connection with the
4 foregoing.

5 No Qualified Claimant shall have any claim against Travel Staff, the Class
6 Representative, and their respective attorneys of record based upon the distributions
7 made or not made by the Claims Administrator.

8 57. Claims Administration. Travel Staff will provide the names, contact
9 information, social security numbers, and qualified shifts for members of the Class
10 (“Class Data”) to the Claims Administrator only. Travel Staff will provide the Class
11 Data to the Claims Administrator no later than twenty (20) calendar days after the
12 Court grants Preliminary Approval of the Settlement. Class Data shall only be used
13 by the Claims Administrator for the purpose of calculating settlement shares and
14 notifying the Class Members of the settlement. Addresses for Class Members shall
15 not be disclosed to Class Counsel, the Class Representative, or any other Class
16 Members without the written consent of Travel Staff or by order of the Court. The
17 Claims Administrator shall run the Class Data list through the National Change of
18 Address database, and will use the most recent address for each Class Member —
19 either from Travel Staff’ records or the National Change of Address database — when
20 mailing the Class Notice. The Claims Administrator shall also take reasonable steps
21 to locate any Class Member whose Class Notice is returned as undeliverable. Class
22 Data shall be provided in a format to be determined by the Claims Administrator and
23 Travel Staff.

24 58. Class Notice. Within fourteen (14) calendar days of receiving the Class
25 Data list, the Claims Administrator shall mail Settlement Documents, consisting of the
26 Court-approved Notice of the Class Action Settlement, in the form substantially
27 similar to that attached hereto as Exhibit 1, and the court-approved Claim Form and
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1 Request for Exclusion Form, in forms substantially similar to those attached hereto as
2 Exhibits 2 and 3, to the Class Members described herein. The Class Notice shall state
3 the estimated minimum settlement payment that the Class Member could receive if he
4 or she submits a Claim Form.

5 59. Challenges to Class Member's Employment Data. In calculating each
6 individual Class Member's share of the settlement, Travel Staff' records regarding the
7 employment tenure of Class Members shall be presumed to be correct. Class
8 Members who challenge Travel Staff' records must submit a challenge in writing to
9 the Claims Administrator and will bear the burden of proof, i.e., a Class Member who
10 fails to provide written proof will have his or her challenge denied. All such
11 challenges must be received within the 45-day Exclusion Period during which Class
12 Members may opt-out from the Settlement. Travel Staff will investigate the challenge
13 and determine whether any additional amount is owed to the Class Member making
14 the challenge. In no case will a challenge to employment data result in a payment by
15 Travel Staff in excess of the Maximum Settlement Amount.

16 60. Opt-Outs/Requests for Exclusion from the Settlement. Class Members
17 who wish to "opt-out" of and be excluded from the Settlement must submit a written
18 Request for Exclusion in the form attached hereto as Exhibit 3 bearing a post-mark
19 from a date within the Exclusion Period. If a Class Member submits a deficient
20 Request for Exclusion, the Settlement Administrator shall notify the Class Member of
21 the deficiency. The Class Member shall have until the end of the Exclusion Period to
22 cure said deficiencies, at which point his or her Request for Exclusion will be rejected
23 if not received. If a Class Member submits a deficient claim form, they will still have
24 the opportunity to opt-out if they do so within 15 days of receiving a notice of
25 deficiency. Class Members submitting untimely or deficient Requests for Exclusions
26 shall be bound by the Settlement and will be considered Qualified Claimants for
27 settlement distribution purposes.

1 61. Time for Filing Motions for Final Approval of the Settlement and
2 Approval of Attorneys' Fees and Costs, Settlement Administration Expenses, and
3 Class Representative's Service Enhancement. Plaintiff and Class Counsel shall file
4 and serve their motion for final approval of the Settlement and their motion for
5 approval of attorney's fees, litigation costs, settlement administrator expenses, and
6 Service Enhancement, along with all supporting evidence, no fewer than (10) calendar
7 days prior to the hearing on the motions.

8 62. Objections. All objections to the Settlement by any Qualified Claimant
9 must be filed with the Court and served upon all counsel of record and the Settlement
10 Administrator by no later than the last day of the Exclusion Period. This deadline
11 applies notwithstanding any argument regarding non-receipt of the notice. Anyone
12 who fails to file and serve timely written objections in this manner shall be deemed to
13 have waived any objections and shall be foreclosed from making any objection to the
14 Settlement and from filing any appeal from any final approval order issued by the
15 Court.

16 **VII. MISCELLANEOUS PROVISIONS**

17 63. Drafting. The Parties hereto agree that the terms and conditions of this
18 Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations
19 between the Parties. All Parties and their counsel participated in the drafting of this
20 Stipulation of Settlement. This Stipulation of Settlement shall not be construed in
21 favor of or against any party by reason of the extent to which any party or his, her, or
22 its counsel participated in the drafting of this Stipulation of Settlement. In any
23 proceeding requiring interpretation of this Stipulation of Settlement, the canon of
24 contract interpretation set forth in California Civil Code § 1654 shall not apply.

25 64. Class Information Confidential. Names of Class Members and their
26 allocation amounts shall be kept strictly confidential by the Claims Administrator,
27 who will not release such information to Class Counsel and will only file such
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1 information under seal if necessary. Upon request, Travel Staff may be provided with
2 access to this confidential information by the Claims Administrator. Class Counsel
3 agrees that any information they receive or have received in connection with this
4 Settlement may be used for this Action only, and may not be used for any purpose or
5 in any other action or proceeding.

6 65. Non-Disclosure. Class Representative and Class Counsel agree not to
7 disclose the terms of this Settlement except in court papers, in response to Class
8 Member inquiries, or if required by legal process. Neither Class Representative nor
9 Class Counsel, directly or indirectly, shall issue a press release, hold a press
10 conference, publish information about the settlement on any website (other than used
11 by the claims administrator for claims administration purposes), or otherwise
12 publicize the settlement. Class Representative and Class Counsel agree not to respond
13 to any press inquiries concerning the settlement except to refer reporters to the papers
14 filed with the District Court.

15 66. Uncashed Settlement Checks. Any settlement checks that remain
16 uncashed after 180 days of mailing will be transmitted to the California State
17 Controller's Office and held pursuant to California's unclaimed check laws (or a
18 similar program administered by the Division of Labor Standards Enforcement).

19 67. Cooperation. The Parties agree to cooperate fully with one another to
20 accomplish and implement the terms of this Settlement. Such cooperation shall
21 include, but not be limited to, execution of such other documents and the taking of
22 such other action as may reasonably be necessary to fulfill the terms of this Stipulation
23 of Settlement. The Parties to this Settlement Agreement shall use their best efforts,
24 including all efforts contemplated by this Settlement Agreement and any other efforts
25 that may become necessary by Court order, or otherwise, to effectuate this Settlement
26 Agreement and the terms set forth herein.

1 68. Extensions of Time. If a party cannot reasonably comply with an
2 obligation under this Settlement Agreement by the deadline set forth herein applicable
3 to that obligation, that party may apply to the Court for a reasonable extension of time
4 to fulfill that obligation. Consent to such a request for an extension will not be
5 unreasonably withheld by the other party.

6 69. No Impact on Benefit Plans. Neither the Settlement nor any amounts
7 paid under the Settlement will modify any previously credited hours or service under
8 any employee benefit plan, policy, or bonus program sponsored by Settling
9 Defendant. Such amounts will not form the basis for additional contributions to,
10 benefits under, or any other monetary entitlement under Settling Defendant sponsored
11 benefit plans, policies, or bonus programs. The payments made under the terms of
12 this Stipulation shall not be applied retroactively, currently, or on a going forward
13 basis, as salary, earnings, wages, or any other form of compensation for the purposes
14 of any Settling Defendant's benefit plan, policy, or bonus program. Settling
15 Defendant retains the right to modify the language of its benefit plans, policies and
16 bonus programs to effect this intent, and to make clear that any amounts paid pursuant
17 to this Settlement are not for "hours worked," "hours paid," "hours of service," or any
18 similar measuring term as defined by applicable plans, policies and bonus programs
19 for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that
20 additional contributions or benefits are not required by this Stipulation of Settlement.

21 70. Notices. Unless otherwise specifically provided herein, all notices,
22 demands, or other communications given hereunder shall be in writing and shall be
23 deemed to have been duly given as of the third business day after mailing by United
24 States certified mail, return receipt requested, addressed as follows:

25 To the Plaintiff and the Plaintiff Class:

26 Shaun Setareh, Esq.
27 Setareh Law Group
28 9454 Wilshire Blvd. Suite 711
 Beverly Hills, California 90212

1 To Travel Staff:

2 Kenneth D. Sulzer, Esq.
3 Sarah Kroll-Rosenbaum, Esq.
4 **Proskauer Rose LLP**
2049 Century Park East, Suite 3200
Los Angeles, CA 90067

5 71. Modification. This Stipulation may not be changed, altered, or modified,
6 except in writing signed by counsel for the Parties hereto and approved by the Court.
7 This Stipulation may not be discharged except by performance in accordance with its
8 terms or by a writing used by the Parties hereto. This Stipulation shall be binding
9 upon and inure to the benefit of the Parties hereto and their respective heirs, trustees,
10 executors, administrators, successors, and assigns.

11 72. Governing Law. The rights and obligations of the parties hereunder shall
12 be construed and enforced in accordance with, and shall be governed by, the laws of
13 the State of California, without regard to principles of conflict of laws.

14 73. Severability. If any provision of this Stipulation of Settlement or the
15 application thereof is held invalid, such invalidation shall not affect other provisions
16 or applications of this Stipulation of Settlement and to this end the provisions of this
17 Stipulation of Settlement are declared to be severable.

18 74. Counterparts. Because the proposed Class has not yet been certified, and
19 the members of the proposed Class are so numerous, the Parties agree that it is
20 impossible or impractical to have each Class Member sign this Stipulation. It is
21 agreed that, for purposes of seeking Court approval of the Settlement, this Stipulation
22 of Settlement may be executed on behalf of the proposed Class by Class Counsel.
23 This Settlement Agreement shall become effective upon its execution by all of the
24 undersigned. The Settling Parties may execute this Settlement Agreement in any
25 number of counterparts, and a facsimile signature shall have the same force and effect
26 as an original.

1 75. Settlement is Fair and Reasonable. The Parties agree that the payment of
2 monies pursuant to this Settlement constitutes a fair, reasonable, and adequate
3 settlement of all Released Claims and that no further relief in the form of an injunction
4 or other relief is necessary or appropriate. All of the Parties have been represented by
5 counsel throughout all negotiations that preceded the execution of this Stipulation of
6 Settlement, and this Stipulation of Settlement is made with the consent and advice of
7 counsel after lengthy, intensive arms'-length negotiations.

8 76. Entire Agreement. This Stipulation of Settlement and the Exhibits hereto
9 constitute the entire agreement between the Parties relating to the settlements and
10 transactions contemplated thereby, and all prior or contemporaneous agreements,
11 understandings, representations, and statements whether oral or written, and whether
12 by a party or such party's legal counsel, are merged herein.

13 77. No Prior Assignments. The Parties represent, covenant, and warrant that,
14 except as stated herein, they have not directly or indirectly assigned, transferred,
15 encumbered, or purported to assign, transfer, or encumber to any person or entity any
16 portion of any liability, claim, demand, action, cause of action, or rights herein
17 released and discharged.

18 78. Use of This Agreement. Neither this Agreement, nor any of its terms,
19 nor any statements or conduct in the negotiation or drafting of it, shall be offered or
20 used as evidence by the Class Representative, any Class Member (including any
21 individual who requested to be excluded from the Class), Travel Staff, or their
22 respective counsel, in this litigation or in any other action or proceeding; provided,
23 however, that nothing contained in this section shall prevent this Agreement from
24 being used, offered, or received in evidence in any proceeding to enforce, construe or
25 finalize this Agreement or for purposes of defending any other action or proceeding
26 on any grounds including defenses asserted under the doctrines of res judicata, merger
27 and bar and/or collateral estoppel, or as part of any Objection to final approval of this
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1 Agreement. This Agreement shall not be subject to collateral attack by the Class
 2 Representative, any Class Member, or any recipient of the Notice of Class Settlement
 3 after entry of Judgment in accordance herewith. Such prohibited collateral attacks
 4 shall include but not be limited to claims that a Qualified Claimant's settlement
 5 payment was improperly calculated or adjusted, or that a Class Member failed to
 6 receive timely notice of the procedure for disputing the calculation of individual
 7 Settlement Payments or failed to submit a timely claim, dispute, or exclusion for any
 8 reason.

9 79. Prohibition of Assignments. None of the rights, commitments or
 10 obligations under this Agreement may be assigned by the Class Representative, Class
 11 Members, Class Counsel, or Travel Staff. The representations, warranties, covenants,
 12 and agreements by Travel Staff contained in this Agreement, if any, are for the sole
 13 benefit of the Class Representative, the Class Members and their heirs, and shall not
 14 be construed to confer any right or to avail any remedy to any other person.

15 80. Parties' Authority. The signatories hereto hereby represent that they are
 16 fully authorized to enter into this Stipulation of Settlement and bind the parties hereto
 17 to the terms and conditions hereof.

18 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the
 19 Parties and their duly authorized attorneys, as of the day and year herein set forth.

DATED: February __, 2014	 <hr/> Alice Ogues
DATED: February __, 2014	 <hr/> On behalf of TRAVEL STAFF, LLC, formerly known as CC STAFFING, INC.

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DATED: February __, 2014	SHAUN SETAREH LAW OFFICE OF SHAUN SETAREH
	<hr/>
	SHAUN SETAREH Attorneys for Plaintiff Alice Ogues
DATED: February __, 2014	KENNETH D. SULZER SARAH KROLL-ROSENBAUM PROSKAUER ROSE LLP
	<hr/>
	KENNETH D. SULZER Attorneys for Defendant
	TRAVEL STAFF, LLC, formerly known as CC STAFFING, INC.

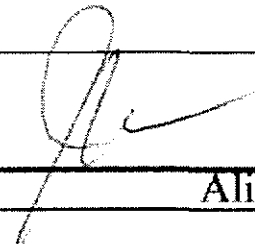
Representative, any Class Member, or any recipient of the Notice of Class Settlement after entry of Judgment in accordance herewith. Such prohibited collateral attacks shall include but not be limited to claims that a Qualified Claimant's settlement payment was improperly calculated or adjusted, or that a Class Member failed to receive timely notice of the procedure for disputing the calculation of individual Settlement Payments or failed to submit a timely claim, dispute, or exclusion for any reason.

79. Prohibition of Assignments. None of the rights, commitments or obligations under this Agreement may be assigned by the Class Representative, Class Members, Class Counsel, or Travel Staff. The representations, warranties, covenants, and agreements by Travel Staff contained in this Agreement, if any, are for the sole benefit of the Class Representative, the Class Members and their heirs, and shall not be construed to confer any right or to avail any remedy to any other person.

80. Parties' Authority. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the parties hereto to the terms and conditions hereof.

IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

DATED: February 5, 2014



Alice Ogues

DATED: February __, 2014

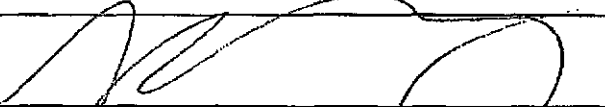
On behalf of TRAVEL STAFF, LLC,
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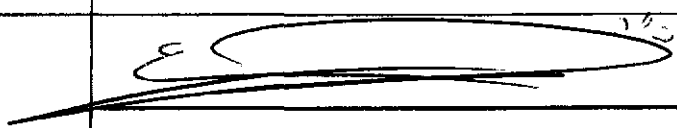
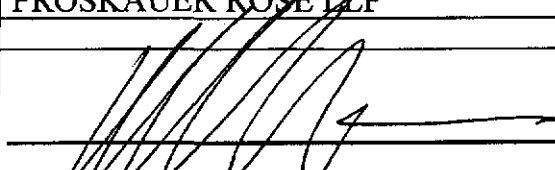
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22 DATED: February __, 2014 23	_____ Alice Ogues
24 DATED: February 5, 2014 25 26	 _____ On behalf of TRAVEL STAFF, LLC, formerly known as CC STAFFING, INC.
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DATED: February <u>12</u> , 2014	SHAUN SETAREH LAW OFFICE OF SHAUN SETAREH
	
	SHAUN SETAREH Attorneys for Plaintiff Alice Ogues
DATED: February <u>12</u> , 2014	KENNETH D. SULZER SARAH KROLL-ROSENBAUM PROSKAUER ROSE LLP
	
	KENNETH D. SULZER Attorneys for Defendant
	TRAVEL STAFF, LLC, formerly known as CC STAFFING, INC.