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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JEREMIAH COSTELLO and ALICIA
CALVERT, individuals, on behalf of
themselves and on behalf of all person
similarly situated, and on behalf of the State of
California. as private attorney generals,

Plaintiffs,

vs.

SHC SERVICES, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **30-2024-01409847-CU-OE-CXC**

**AMENDMENT TO CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT**

Hearing Date: August 20, 2026

Hearing Time: 2:00 p.m.

Judge: Hon. Melissa R. McCormick

Dept.: CX105

Action Filed: June 26, 2024

Trial Date: Not Set

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Jeremiah
Costello and Alicia Calvert (“Plaintiffs”) and Defendant SHC Services, Inc. (“Defendant”)
(collectively “the Parties”), to amend and modify the Class Action and PAGA Settlement
Agreement (the “Agreement”) and the exhibits thereto, filed on August 27, 2025 as Exhibit 1 to
the Declaration of Kyle Nordrehaug [ROA #59], with this Amendment to the Class Action and

1 PAGA Settlement Agreement (“Amendment”).

2 WHEREAS, on November 13, 2025 and April 9, 2026, the Court ruled on the motion for
3 preliminary approval of the class and PAGA settlement in the Agreement and ordered the Parties
4 to make certain revisions to the Agreement, the Class Notice, and the Proposed Preliminary
5 Approval Order;

6 WHEREAS, paragraphs 13.5 and 13.9 of the Agreement provides for the Parties’
7 representatives to modify the Agreement in writing and to execute documents required to
8 effectuate the terms of this Agreement including any amendments to this Agreement;

9 WHEREAS, the Parties agree to modify the “Released Class Claims” definition in the
10 Agreement at paragraph 1.41 to make the revisions ordered by the Court such that paragraph 1.41
11 shall read as follows:

12 1.41. “Released Class Claims” means all claims as pled in the Operative Complaint that
13 occurred during the Class Period, or claims that reasonably could have been alleged based
14 on the facts alleged in the Operative Complaint that occurred during the Class Period,
15 including claims for (1) unfair competition, (2) failure to pay minimum wages, (3) failure
16 to pay overtime, (4) failure to provide meal periods, (5) failure to provide rest periods, (6)
17 failure to provide accurate wage statements, (7) failure to reimburse for required
18 expenses, (8) failure to provide wages when due, and (9) failure to pay sick wages based
19 on the allegations in the Operative Complaint. Class Members do not release any other
20 claims, including claims for vested benefits, wrongful termination, violation of the Fair
21 Employment and Housing Act, unemployment insurance, disability, social security,
22 workers’ compensation, or Class claims based on facts occurring outside the Class Period.

23 WHEREAS, the Parties agree to modify the “Released PAGA Claims” definition in the
24 Agreement at paragraph 1.42 to make the revisions ordered by the Court such that paragraph 1.42
25 shall read as follows:

26 1.42. “Released PAGA Claims” means all claims as pled in the PAGA Notices and Operative
27 Complaint for civil penalties in violation of California Labor Code section 2698, et seq.,
28 based on the allegations in the PAGA Notices and Operative Complaint, as well as any
and all PAGA claims for civil penalties that were asserted or reasonably could have been
asserted based on the factual allegations contained in the Operative Complaint and PAGA
Notices, through the PAGA Period. The Released PAGA Claims do not include
underlying wage and hour claims, claims for wrongful termination, discrimination,
unemployment insurance, disability and worker’s compensation, and PAGA claims
outside of the PAGA Period.

WHEREAS, the Parties agree to modify the “Released Parties” definition in the Agreement at

1 paragraph 1.43 to make the revisions ordered by the Court such that paragraph 1.43 shall read as
2 follows:

3 1.43. “Released Parties” means: Defendant, SHC Holdco, Inc., and the Defendant’s owners,
4 past, present, and future divisions, predecessors, successors, shareholders, officers,
5 directors, managers, employees, assigns, parents, and subsidiaries.

6 WHEREAS, the Parties agree to modify the “Response Deadline” definition in the
7 Agreement at paragraph 1.45 to make the revisions ordered by the Court such that paragraph 1.45
8 shall read as follows:

9 1.45. “Response Deadline” means sixty (60) calendar days after the Administrator mails
10 Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last
11 date on which Class Members may: (a) submit Requests for Exclusion from the
12 Settlement, (b) submit disputes as to Workweeks and or PAGA Pay Periods, or (c) submit
13 his or her Objection to the Settlement. Class Members to whom Class Notice Packets are
14 resent after having been returned undeliverable to the Administrator shall have an
15 additional fourteen (14) calendar days beyond the Response Deadline has expired. No
16 member of the Class who is also a member of the PAGA groups may opt-out of the
17 resolution of the PAGA claim (i.e., the Judgment on this Settlement will have res judicata
18 effect as to the PAGA claim for all members of the Class, regardless of whether those
19 members opt-out of the settlement), and every member of Class (including any opt-outs)
20 who worked at least one pay period during the PAGA Period will receive a pro rata
21 payment from the Aggrieved Employees' 25% portion of the PAGA Penalties.

22 WHEREAS, the Parties agree to modify the “Administration Expenses Payment” in the
23 Agreement at paragraph 3.2(c) to provide that the Administration Expenses Payment shall not
24 exceed \$12,650;

25 WHEREAS, the Parties agree to modify the “RELEASE OF CLAIMS” in the Agreement
26 at paragraph 6 to delete the reference to “the State of California and the LWDA”;

27 WHEREAS, the Parties agree to modify the “Release of PAGA Claims” in the Agreement at
28 paragraph 6.3 to delete the sentences as ordered by the Court such that paragraph 6.3 shall read as
follows:

6.3 Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to
release, on behalf of themselves and their respective former and present representatives,
agents, attorneys, spouses, heirs, administrators, successors, and assigns, the Released
Parties from the Released PAGA Claims. There shall be no right to opt-out of the
settlement for members of the PAGA groups and the Judgment on this settlement will
have res judicata effect as to the PAGA claim for all members of the PAGA groups.

1 WHEREAS, the Parties agree to modify the “Challenges to Calculations of Pay Periods” in
2 the Agreement at paragraph 8.6 to make the revisions ordered by the Court such that paragraph 8.6
3 shall read as follows:

4 8.6. Challenges to Calculation of Pay Periods. Each Class Member shall have until the
5 Response Deadline (plus an additional fourteen [14] days for Class Members
6 whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and
7 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The
8 Class Member may challenge the allocation by communicating with the
9 Administrator via fax, email or mail by sending end the Administrator, by fax,
10 email, or mail, a signed written Dispute Form not later than the Response Deadline
11 (plus an additional fourteen [14] days for Class Members whose Class Notice is re-
12 mailed). The Administrator must encourage the challenging Class Member to
13 submit supporting documentation. In the absence of any contrary documentation,
14 the Administrator is entitled to presume that the Pay Periods contained in the Class
15 Notice are correct so long as they are consistent with the Class Data. The Parties
16 shall file with the Court all disputes submitted by Class Members, the evidence
17 submitted, and the resolution of the disputes. Although the Administrator may
18 make the initial decision regarding claim disputes, the Court may review any
19 decision made by the Administrator regarding a claim dispute. The Administrator
20 shall promptly provide copies of all challenges to the calculation of Pay Periods
21 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the
22 Administrator’s determination as to the challenges.

15 WHEREAS, the Parties agree to modify the “Pay Period and/or PAGA Pay Period
16 Challenges” in the Agreement at paragraph 8.8(c) to make the revisions ordered by the Court such
17 that paragraph 8.8(c) shall read as follows:

18 8.8(c) Pay Period and/or PAGA Pay Period Challenges. The Administrator will address
19 and make decisions consistent with the terms of this Agreement on all Class
20 Member challenges over the calculation of Pay Periods and/or PAGA Pay Periods.
21 The Parties shall file with the Court all disputes submitted by Class Members, the
22 evidence submitted, and the resolution of the disputes. Although the Administrator
23 may make the initial decision regarding disputes, the Court may review any
24 decision made by the Administrator regarding a dispute.

23 WHEREAS, the Parties have agreed to modify the contact information for Defendant’s
24 counsel in the “Notice” at paragraph 13.17 of the Agreement to reflect counsel’s current firm and
25 contact information;

1 WHEREAS, the Parties have agreed to modify the Class Notice attached to the Agreement
2 as Exhibit A to be consistent with the above amendments, and the revised Class Notice to be
3 approved by the Court is attached hereto as Exhibit A;

4 WHEREAS, the Parties have agreed to modify the Proposed Order Granting Motion for
5 Preliminary Approval attached to the Agreement as Exhibit B to be consistent with the above
6 amendments, and the revised Proposed Order Granting Motion for Preliminary Approval to be
7 approved by the Court is attached hereto as Exhibit B. As requested by the Court, the revised
8 Proposed Order also includes a paragraph regarding Court's continuing jurisdiction pursuant to
9 CCP § 664.6 and CRC 3.769(h) and information regarding proposed disbursements from Gross
10 Settlement Amount for attorneys' fees, litigation costs, administration costs, service awards, and
11 PAGA penalties;

12 WHEREAS, the Parties have agreed to modify the Proposed Final Approval Order and
13 Judgment attached to the Agreement as Exhibit C to be consistent with the above amendments,
14 and the revised Proposed Final Approval Order and Judgment to be used is attached hereto as
15 Exhibit C.

16 NOW THEREFORE, the Parties agree to modify and amend the Agreement at paragraphs
17 1.41, 1.42, 1.43, 1.45, 3.2(c), 6, 6.3, 8.6, 8.8(c), and 13.27 as set forth above and to revise Exhibits
18 A, B and C to the forms attached hereto.

19
20 Dated: 08/03/2026

Jeremiah Costello

Jeremiah Costello (Aug 3, 2026 15:39:16 PDT)
Plaintiff Jeremiah Costello

21
22
23 Dated: _____

Plaintiff Alicia Calvert

24
25
26 Dated: _____

[name]
For Defendant SHC Services, Inc.,

1 WHEREAS, the Parties have agreed to modify the Class Notice attached to the Agreement
2 as Exhibit A to be consistent with the above amendments, and the revised Class Notice to be
3 approved by the Court is attached hereto as Exhibit A;

4 WHEREAS, the Parties have agreed to modify the Proposed Order Granting Motion for
5 Preliminary Approval attached to the Agreement as Exhibit B to be consistent with the above
6 amendments, and the revised Proposed Order Granting Motion for Preliminary Approval to be
7 approved by the Court is attached hereto as Exhibit B. As requested by the Court, the revised
8 Proposed Order also includes a paragraph regarding Court's continuing jurisdiction pursuant to
9 CCP § 664.6 and CRC 3.769(h) and information regarding proposed disbursements from Gross
10 Settlement Amount for attorneys' fees, litigation costs, administration costs, service awards, and
11 PAGA penalties;

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13 Judgment attached to the Agreement as Exhibit C to be consistent with the above amendments,
14 and the revised Proposed Final Approval Order and Judgment to be used is attached hereto as
15 Exhibit C.

16 NOW THEREFORE, the Parties agree to modify and amend the Agreement at paragraphs
17 1.41, 1.42, 1.43, 1.45, 3.2(c), 6, 6.3, 8.6, 8.8(c), and 13.27 as set forth above and to revise Exhibits
18 A, B and C to the forms attached hereto.

19
20 Dated: _____
21 Plaintiff Jeremiah Costello

22
23 Dated: 08/07/2026 
24 Alicia Calvert (Aug 7, 2026 08:08:58 PDT)
25 Plaintiff Alicia Calvert

26 Dated: _____
27 _____ [name]
28 For Defendant SHC Services, Inc.,

1 WHEREAS, the Parties have agreed to modify the Class Notice attached to the Agreement
2 as Exhibit A to be consistent with the above amendments, and the revised Class Notice to be
3 approved by the Court is attached hereto as Exhibit A;

4 WHEREAS, the Parties have agreed to modify the Proposed Order Granting Motion for
5 Preliminary Approval attached to the Agreement as Exhibit B to be consistent with the above
6 amendments, and the revised Proposed Order Granting Motion for Preliminary Approval to be
7 approved by the Court is attached hereto as Exhibit B. As requested by the Court, the revised
8 Proposed Order also includes a paragraph regarding Court's continuing jurisdiction pursuant to
9 CCP § 664.6 and CRC 3.769(h) and information regarding proposed disbursements from Gross
10 Settlement Amount for attorneys' fees, litigation costs, administration costs, service awards, and
11 PAGA penalties;

12 WHEREAS, the Parties have agreed to modify the Proposed Final Approval Order and
13 Judgment attached to the Agreement as Exhibit C to be consistent with the above amendments,
14 and the revised Proposed Final Approval Order and Judgment to be used is attached hereto as
15 Exhibit C.

16 NOW THEREFORE, the Parties agree to modify and amend the Agreement at paragraphs
17 1.41, 1.42, 1.43, 1.45, 3.2(c), 6, 6.3, 8.6, 8.8(c), and 13.27 as set forth above and to revise Exhibits
18 A, B and C to the forms attached hereto.

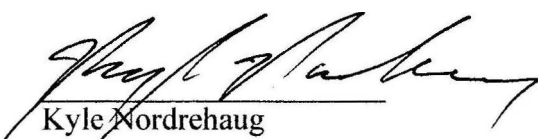
19
20 Dated: _____
21 Plaintiff Jeremiah Costello

22
23 Dated: _____
24 Plaintiff Alicia Calvert

25
26 Dated: August 4, 2026 Jenna Yott
27 Jenna Yott (Aug 4, 2026 10:30:10 PDT)
28 Jenna Yott of Supplemental Health Care
For Defendant SHC Services, Inc.

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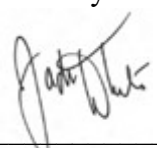
Dated: August 7, 2026



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: August 4, 2026



Sarah Kroll-Rosenbaum

Anthony D. Sbardellati

Jade T. White

Grove Law LLP

Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL; DISPUTE FORM; REQUEST FOR EXCLUSION FORM;
OBJECTION FORM]

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Costello vs. SHC Services, Inc., Superior Court of the State of California, County of Orange, Case No. 30-2024-01409847-CU-OE-CXC

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

To: All individuals who were employed by Defendant SHC Services, Inc. (“Defendant”) and classified as a non-exempt clinician employee who worked assignments for Defendant in California at any time during the External Class Period, (February 8, 2022 through April 6, 2025) and did not sign an arbitration agreement, and all individuals who were employed by Defendant in California and classified as an exempt recruiter employee at any time during the Internal Class Period (June 26, 2020 through April 6, 2025) and did not sign an arbitration agreement

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully. The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	If you do not agree with the settlement, you may write to the Administrator and/or appear at the Final Approval Hearing to make an oral objection. The Court’s Final Approval Hearing is scheduled to take place on _____ at 2:00 p.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Hon. Melissa R. McCormick in Department CX105.

Directions regarding Objections are provided in Section 8 below.
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YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS CLASS NOTICE CAREFULLY.

1. Why did I receive this Class Notice?

On June 26, 2024 Plaintiffs filed a Class Action Complaint against Defendant in the Superior Court of the State of California, County of Orange (the “Class Action”). The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, and failure to pay sick pay wages.

Separately, June 26, 2024, Plaintiffs filed a separate Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Alameda (the “PAGA Action”). Plaintiffs’ Representative Action Complaint asserted one cause of action against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, et seq., 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11740(14) (failure to provide seating), and the applicable Wage Order(s).

As part of this Settlement, the Parties stipulated to the filing of a First Amended Class and Representative Action Complaint in the Class Action that contains all parties and claims originally filed in the PAGA Action. The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”), and was filed on May 27, 2025.

Pursuant to a court order, you are hereby notified that Plaintiffs and Defendant have reached a proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the “Court”). The Honorable Melissa R. McCormick has been assigned as the judge overseeing the action and Settlement.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Parties’ Class Action and PAGA Settlement Agreement, as modified by the Amendment to the Class Action and PAGA Settlement Agreement attached hereto as Exhibit #2 (collectively the “Agreement”).

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement. The Class means the Internal Class and the External Class. The Class Period collectively means the applicable External Class Period and Internal Class Period.

The Internal Class is defined as:

All individuals who were employed by Defendant in California and classified as an exempt recruiter employee at any time during the Internal Class Period, excluding those who signed an arbitration agreement.

The Internal Class Period is June 26, 2020 through April 6, 2025.

The External Class is defined as:

All individuals who were employed by Defendant and classified as a non-exempt clinician employee who worked assignments for Defendant in California at any time during the External Class Period, excluding those who signed an arbitration agreement.

The External Class Period is February 8, 2022 through April 6, 2025.

The “Aggrieved Employees” collectively means all Internal Aggrieved Employees and External Aggrieved Employees. The Internal Aggrieved Employees are defined as:

All individuals who were employed by Defendant in California and classified as an exempt recruiter employee at any time during the PAGA Period (June 26, 2023 through April 6, 2025).

The External Aggrieved Employees are defined as:

All individuals who were employed by Defendant and classified as a non-exempt clinician employee who worked assignments for Defendant in California at any time during the PAGA Period (June 26, 2023 through April 6, 2025). 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?

In the Operative Complaint, Plaintiffs allege the following class claims against Defendant: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to reimburse employees for required expenses; (8) failure to provide wages when due; and, (9) failure to pay sick pay wages. The Operative Complaint also alleges a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) for civil penalties based upon the above alleged violations.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Operative Complaint. Defendant wishes to settle these claims only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiffs’ claims in the lawsuit have merit, that it has any liability to Plaintiffs or the group of individuals that Plaintiffs seeks to represent in this lawsuit, or that it engaged in any wrongdoing.

The Court has not made any determination as to whether Plaintiffs’ claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP and Centurion Trial Attorneys, APC to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Four Hundred Ninety Thousand Dollars (\$490,000.00) to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members who do **not** submit a valid and timely Request for Exclusion (“Participating Class Members”):

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$12,650, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$163,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$40,000. The court preliminarily finds attorneys’ fees in the reduced amount of \$147,000 reasonable for this case. The Class Counsel Fees Payment shall be apportioned among Class Counsel as follows: 88.5% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 11.% to Centurion Trial Attorneys, APC. Class Counsel has been prosecuting these claims on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- *Class Representative Service Payments.* Class Representative Service Payments in an amount not to exceed \$15,000 each to the Plaintiffs, subject to Court approval, to compensate Plaintiffs for services on behalf of the Class in initiating and prosecuting the claims, and for the risks Plaintiffs undertook. The court preliminarily finds Class Representative Service Payments in the reduced amount of \$5,000 for each named Plaintiff reasonable for this case.
- *PAGA Penalties.* A payment of \$68,205 relating to the claim for penalties under PAGA, 75% (\$51,153.75) allocated to the LWDA PAGA Payment and 25% (\$17,051.25) allocated to the “Individual PAGA Payments” to the Aggrieved Employees calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$17,051.25) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.
 - The “PAGA Period” is June 26, 2023 through April 6, 2025.
 - “Aggrieved Employees” means all individuals who were employed by Defendant and classified as a non-exempt clinician employee who worked assignments for Defendant in California at any time during the PAGA Period and all individuals who were employed by Defendant in California and classified as an exempt recruiter employee at any time during the PAGA Period.
 - As part of the resolution of the PAGA claim through this PAGA Payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties as set forth below.

Calculation of Payments to Class Members (“Individual Class Payments”).

The “Net Settlement Amount” means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$175,812. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period(s) and (b) multiplying the result by each Participating Class Member’s Pay Periods. Individual Class Payments distributed to the External Class members will be made on a pro rata basis, derived from the number of pay periods worked during the External Class Period, while Individual Class Payments distributed to the Internal Class members will be made on a pro rata basis, derived from the number of pay periods worked during the Internal Class Period. “Pay Period” means any pay period during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Pay Periods allocated to Class Members will be based on Defendant’s records. However, Class Members may challenge the allocation as explained below.

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

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims as pled in the Operative Complaint that occurred during the Class Period, or claims that reasonably could have been alleged based on the facts alleged in the Operative Complaint that occurred during the Class Period, including claims for (1) unfair competition, (2) failure to pay minimum wages, (3) failure to pay overtime, (4) failure to provide meal periods, (5) failure to provide rest periods, (6) failure to provide accurate wage statements, (7) failure to reimburse for required expenses, (8) failure to provide wages when due, and (9) failure to pay sick wages based on the allegations in the Operative Complaint. Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, spouses, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all claims as pled in the PAGA Notices and Operative Complaint for civil penalties in violation of California Labor Code section 2698, et seq., based on the allegations in the PAGA Notices and Operative Complaint, as well as any and all PAGA claims for civil penalties that were asserted or reasonably could have been asserted based on the factual allegations contained in the Operative Complaint and PAGA Notices, through the PAGA Period. The Released PAGA Claims do not include underlying wage and hour claims, claims for wrongful termination, discrimination,

unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.

"Released Parties" collectively mean: Defendant, SHC Holdco, Inc., and the Defendant's owners, past, present, and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, managers, employees, trustees, administrators, assigns, partners, parents, and subsidiaries.

5. How much will my payment be?

Defendant's records reflect that you have <<_____>> Pay Periods during the External Class Period (February 8, 2022 through April 6, 2025) and/or Internal Class Period (June 26, 2020 through April 6, 2025).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is <<_____>>.

[if applicable - In addition, your estimated Individual PAGA Payment 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 Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator (which the Court may review). A Dispute Form is included with this Class Notice.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) twenty percent (20%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) eighty percent (80%) shall be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue. One hundred percent (100%) of the Individual PAGA Payments for Aggrieved Employees shall be allocated to penalties and not subject to wage withholdings. An IRS Form 1099 will issue for these payments.

Neither Class Counsel nor Defense Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member and each Aggrieved Employee are unique to him/her, and each Participating Class Member/Aggrieved Employee may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement. The Participating Class Members/Aggrieved Employees assume full responsibility and liability for any taxes owed on any payments received.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything.** A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action, _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately four months after final approval.

If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. 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 Class Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the Released Class Claims resolved by this Settlement.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion and even if they do not cash their check.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request for exclusion to _____ or email the request for exclusion to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: “I wish to be excluded from the Class in the *Costello vs. SHC Services, Inc.* lawsuit.” The Request for Exclusion must state the Class Member’s full name, address, telephone number, and the name and number of the case, which is *Costello vs. SHC Services, Inc.*, Case No. 30-2024-01409847-CU-OE-CXC. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. How do I tell the Court that I don't agree with 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, either in writing or in person. Objections that are in writing must state (1) the Class Member’s full name, current address, last four digits of his or her Social Security number, and signature; and (2) the name and number of the case, which is *Costello vs. SHC Services, Inc.*, in the Superior Court of the State of California, County of Orange, Case No. 30-2024-01409847-CU-OE-CXC. An Objection form is included with this Notice.

All written objections must be mailed to the Administrator at _____, postmarked no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline.

Alternatively, or in addition to a written objection, Class Members may appear at the Final Approval Hearing either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. At this time, the Court now hears matters both in person and remotely through Zoom through the court’s online check-in process. Please check the Court’s website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/media-relations/civil.html>.

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 and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Sarah Kroll-Rosenbaum
Anthony D. Sbardellati
Jade T. White
Grove Law LLP
10000 Washington Blvd., Sixth Floor
Culver City, CA 90232

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 2:00 p.m. on _____, in Department CX105 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Hon. Melissa R. McCormick. 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. 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.

13. How do I get more information about the Settlement?

You may contact the Administrator at or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____
Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Final Judgment or other key documents by going to The Administrator's website at <<_____>> where they will be posted as they become available. **The Judgment will be posted on the Administrator's website for at least 180 days.** You may also get more details by examining the

Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2024-01409847.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the 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. In such event, the Administrator will pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds may be claimed at https://www.sco.ca.gov/upd_msg.html.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

DISPUTE FORM

***Costello vs. SHC Services, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2024-01409847-CU-OE-CXC***

Indicate Name/Address Changes, if any:

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _ _ _ _

The amount of your estimated Individual Class Payment is based upon the Pay Periods you worked during the applicable Class Period based on Defendant's company records, as set forth below and in the Class Notice you received. "Pay Period" means any pay period during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The amount of your estimated Individual PAGA Payment is based upon the PAGA Pay Periods you worked during the applicable PAGA Period based on Defendant's company records as set forth below and in the Class Notice you received. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

I. YOUR COMPENSABLE PAY PERIODS DURING THE CLASS PERIOD

Defendant's records show that during the Class Period, you worked as an External Class Member and/or as an Internal Class Member in California, which qualifies you as a Class Member, and your total number of pay periods during the applicable Class Period are:

<<NUMBER OF PAY PERIODS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Pay Periods listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

III. YOUR COMPENSABLE PAY PERIODS DURING THE PAGA PERIOD

Defendant's records show that during the PAGA Period, you [did or did not] work as an Aggrieved Employee, and your total number of pay periods during the applicable PAGA Period are:

<<NUMBER OF PAY PERIODS>>.

IV. YOUR ESTIMATED INDIVIDUAL PAGA PAYMENT

Based upon the above numbers of PAGA Pay Periods listed above, your estimated pre-tax Individual PAGA Payment is

<<INSERT>>.

V. CHALLENGE TO PAY PERIODS WORKED

If you believe that the number of pay periods stated above is correct, you do not have to do anything.

If you wish to dispute the number of pay periods worked listed above, you must complete and postmark, email or fax this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by

<<RESPONSE DEADLINE>>.

I wish to dispute the number of pay periods listed above. I believe the correct amount of my pay periods during the External Class Period or Internal Class Period is _____. I believe the correct amount of my pay periods during the PAGA Period is _____. I have also included information and/or documentary evidence that support my dispute. I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

**THIS DISPUTE FORM MUST BE SIGNED, DATED, AND EMAILED, FAXED OR MAILED BY
FIRST CLASS U.S. MAIL, POSTMARKED, NO LATER THAN [INSERT DATE] TO:**

Costello vs. SHC Services, Inc. Administrator
c/o Apex Class Action, address, Fax: _____, Email: _____

REQUEST FOR EXCLUSION FORM

***Costello vs. SHC Services, Inc., Superior Court of the
State of California, County of Orange, Case No. 30-2024-01409847-CU-OE-CXC***

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will **not** receive any money from the proposed Class Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiffs; (2) I will not be bound by the class portion of the proposed Settlement (Released Class Claims) and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

**THIS EXCLUSION FORM MUST BE SIGNED, DATED, AND EMAILED, FAXED OR
MAILED BY FIRST CLASS U.S. MAIL, POSTMARKED,
NO LATER THAN [INSERT DATE] TO:**

***Costello vs. SHC Services, Inc. Administrator
c/o Apex Class Action***

address

Fax:

Email:

Name: _____

Address: _____

Telephone Number: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Sign your name here)

Date

OBJECTION FORM

USE THIS FORM ONLY IF YOU WANT TO OBJECT TO THE SETTLEMENT. TO OBJECT TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY, INCLUDING YOUR FULL NAME, CURRENT ADDRESS, LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER, AND YOUR SIGNATURE. YOU MUST MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE ADMINISTRATOR (APEX CLASS ACTION) AT THE ADDRESS BELOW, EMAIL THIS FORM TO <<____>>, OR FAX THIS FORM TO _____. THE DEADLINE TO EMAIL, FAX OR POSTMARK VIA MAIL YOUR WRITTEN OBJECTION IS _____.

[] I OBJECT to the *Costello vs. SHC Services, Inc.* Settlement for the following reasons:

(Print You Name)

(Signature)

(Date)

(Your Address)

(Cite/State/ Zip Code)

(Print Last Four Digits of SSN)

Submit your fully completed and signed Objection Form as follows:

MAIL FAX OR EMAIL TO THE ADMINISTRATOR NOT LATER THAN _____ TO:
Costello vs. SHC Services, Inc. Administrator
 c/o Apex Class Action, [address], [Fax], [Email]

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JEREMIAH COSTELLO and ALICIA
CALVERT, individuals, on behalf of
themselves and on behalf of all person
similarly situated, and on behalf of the State of
California. as private attorney generals,

Plaintiffs,

vs.

SHC SERVICES, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2024-01409847-CU-OE-CXC

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Hearing Date:
Hearing Time:

Judge: Hon. Melissa R. McCormick
Dept.: CX105

Action Filed: June 26, 2024
Trial Date: Not Set

This matter, having come before the Honorable Melissa R. McCormick of the Superior
Court of the State of California, in and for the County Orange, on _____, for the motion by
Plaintiffs Jeremiah Costello and Alicia Calvert (“Plaintiffs”) for preliminary approval of the class
and PAGA settlement with Defendant SHC Services, Inc. (“Defendant”). The Court, having
considered the briefs, argument of counsel and all matters presented to the Court and good cause

PRELIMINARY APPROVAL ORDER

1 appearing, hereby GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and
2 PAGA Settlement.

3 **IT IS HEREBY ORDERED:**

4 1. The Court grants preliminary approval of the Settlement based upon the terms set
5 forth in the Class Action and PAGA Settlement Agreement attached hereto as Exhibit #1, as
6 modified by the Amendment to the Class Action and PAGA Settlement Agreement attached
7 hereto as Exhibit #2 (collectively the "Agreement"). This is based on the Court's determination
8 that the Settlement set forth in the Agreement is within the range of possible final approval,
9 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California
10 Rules of Court, rule 3.769. This Order incorporates by reference the definitions in the Agreement,
11 and all terms defined therein shall have the same meaning in this Order as set forth in the
12 Agreement.

13 2. The Gross Settlement Amount is Four Hundred Ninety Thousand Dollars
14 (\$490,000.00) and provides for the following disbursements subject to Court approval: (1) Class
15 Counsel Fees Payment not exceed one-third of the Gross Settlement Amount which would
16 presently be \$163,333; (2) Class Counsel Litigation Expenses Payment not to exceed \$40,000; (3)
17 Administration Expenses Payment not to exceed \$12,650; (4) the Class Representative Service
18 Payments to the Plaintiffs in an amount not to exceed \$15,000 each; and (5) the PAGA Penalties
19 payment of \$68,205 to be allocated 75% (\$51,153.75) to the California Labor and Workforce
20 Development Agency ("LWDA") and 25% (\$17,051.25) to the Aggrieved Employees as their
21 Individual PAGA Payments. The amount remaining in the Gross Settlement Amount after the
22 deduction of Court-approved amounts for the PAGA Penalties, the Class Representative Service
23 Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
24 the Administration Expenses Payment is the "Net Settlement Amount" which shall be allocated to
25 Class Members as their Individual Class Payments.

26 3. Based on a review of the motion papers, it appears to the Court on a preliminary
27 basis that the Settlement is fair, adequate and reasonable to the Class. It further appears that
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PRELIMINARY APPROVAL ORDER

1 investigation and research have been conducted such that counsel for the Parties are able to
2 reasonably evaluate their respective positions. It further appears to the Court that settlement at this
3 time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
4 would be presented by the further prosecution of the Action. It further appears that the Settlement
5 has been reached as the result of serious and non-collusive, arms-length negotiations after
6 mediation with a respectable mediator, Steve Mehta, Esq. The Court therefore preliminarily finds
7 that the Settlement is fair, adequate, and reasonable when balanced against the probable outcome
8 of further litigation and the significant risks relating to certification, liability, and damages issues.
9 The Settlement falls within the range of reasonableness and appears to be presumptively valid,
10 subject only to any objections that may be raised at the Final Approval Hearing and final approval
11 by this Court.

12 4. The Court orders the Parties and the Administrator to carry out their duties and
13 obligations in accordance with terms of the Agreement.

14 5. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
15 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
16 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, of Blumenthal Nordrehaug Bhowmik
17 De Blouw LLP and Ryan Stygar of Centurion Trial Attorneys, APC as Class Counsel for the
18 Class.

19 6. A Final Approval Hearing on the question of whether the Settlement should be
20 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
21 valid and timely request to exclude themselves from the Settlement is scheduled for
22 _____ at 2:00 p.m. in Department CX105 of the Orange County Superior
23 Court. Other matters for determination at the Final Approval Hearing shall include whether the
24 Final Approval Order and Judgment should be entered herein; and whether the plan of allocation
25 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
26 Members. The motion for final approval and for attorneys' fees, costs and service awards shall be
27 heard at the Final Approval Hearing and the papers are to be filed with the Court and served on all
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PRELIMINARY APPROVAL ORDER

1 counsel no later than sixteen (16) court days before the hearing.

2 7. Plaintiffs shall serve this Order on the LWDA.

3 8. For settlement purposes only, the Court conditionally certifies the Class, which
4 consists of the External Class, defined as: “all individuals who were employed by Defendant and
5 classified as a non-exempt clinician employee who worked assignments for Defendant in
6 California at any time during the External Class Period, excluding those who signed an arbitration
7 agreement”; and the Internal Class, defined as: “all individuals who were employed by Defendant
8 in California and classified as an exempt recruiter employee at any time during the Internal Class
9 Period, excluding those who signed an arbitration agreement”. The “External Class Period” is
10 February 8, 2022 through April 6, 2025, and the “Internal Class Period” is June 26, 2020 through
11 April 6, 2025.

12 9. The Agreement provides for a PAGA Penalties payment of \$68,205 relating to the
13 claim for penalties under PAGA, 75% (\$51,153.75) allocated to the LWDA PAGA Payment and
14 25% (\$17,051.25) allocated to the “Individual PAGA Payments” to the Aggrieved Employees
15 calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
16 (\$17,051.25) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
17 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay
18 Periods. “Aggrieved Employees” collectively means all Internal Aggrieved Employees and
19 External Aggrieved Employees. The Internal Aggrieved Employees are defined as: “All
20 individuals who were employed by Defendant in California and classified as an exempt recruiter
21 employee at any time during the PAGA Period (June 26, 2023 through April 6, 2025).” The
22 External Aggrieved Employees are defined as: “All individuals who were employed by Defendant
23 and classified as a non-exempt clinician employee who worked assignments for Defendant in
24 California at any time during the PAGA Period (June 26, 2023 through April 6, 2025).”

25 10. The Court hereby appoints Apex Class Action as Administrator. No later than 28
26 calendar days after preliminary approval of the Settlement by the Court, Defendant shall provide
27 to the Administrator an electronic spreadsheet with the Class Data. The Administrator will
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PRELIMINARY APPROVAL ORDER

1 perform address updates and verifications as necessary prior to the mailing of the Class Notice.
2 Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving
3 the Class information spreadsheet, the Administrator will mail the Class Notice to all Class
4 Members via first-class U.S. Mail.

5 11. The Court hereby approves, as to form and content, the Court Approved Notice of
6 Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice")
7 attached hereto as Exhibit #3. The Court finds that the Class Notice appears to fully and
8 accurately inform the Class of all material elements of the proposed Settlement, Class Members'
9 right to be excluded from the Class by submitting a written opt-out request, and each member's
10 right and opportunity to object to the Settlement. The Court further finds that the distribution of
11 the Class Notice substantially in the manner and form set forth in the Agreement and this Order
12 meets the requirements of due process, is the best notice practicable under the circumstances, and
13 shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the
14 mailing of the Class Notice by first class mail, pursuant to the terms and implementation schedule
15 set forth in the Agreement.

16 12. The Court approves, as to the form and content, the Objection Form, the Dispute
17 Form and the Request for Exclusion Form that the Class Members may use to object to the
18 Settlement, dispute their pay periods, or opt out of the Settlement, respectively, attached hereto as
19 Exhibits #4, 5 and 6, respectively.

20 13. The Court hereby approves the proposed procedure for exclusion from the
21 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
22 Class as provided in the Class Notice by following the instructions for requesting exclusion from
23 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by
24 no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received
25 by the Administrator. If a Class Notice is re-mailed, the response date for opt-outs will be
26 extended an additional 14 days. Any such person who chooses to opt out of and be excluded from
27 the Class will not be entitled to any recovery under the Settlement and will not be bound by the
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PRELIMINARY APPROVAL ORDER

1 Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved
2 Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who
3 requests exclusion from the Class will still recover their Individual PAGA Payment and will be
4 bound by the release of the Released PAGA Claims). Class Members who have not timely
5 requested exclusion shall be bound by all determinations of the Court, the Agreement and the
6 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to
7 affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed
8 invalid.

9 14. Any Class Member who has not opted out may object or express the Member's
10 views regarding the Settlement, may appear at the final approval hearing, and may present
11 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
12 and determined by the Court as provided in the Notice. Class Members will have sixty (60) days
13 from the date of the mailing of the Class Notices to submit their written objections to the
14 Administrator and counsel for both parties in accordance with the instructions in the Class Notice.
15 If a Class Notice is re-mailed, the response date for written objections will be extended an
16 additional 14 days. Alternatively, Class Members may appear at the Final Approval Hearing to
17 make an oral objection.

18 15. Neither the Agreement, nor any exhibit, document, or instrument delivered
19 thereunder shall be construed as a concession or admission by Defendant in any way that the
20 claims asserted have any merit or that this Action was properly brought as a class or representative
21 action, and shall not be used as evidence of, or used against Defendant as, an admission or
22 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
23 omission by Defendant or with respect to the truth of any allegation asserted by any person.
24 Whether or not the Settlement is finally approved, neither the Settlement, Agreement, nor any
25 exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or
26 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received
27 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited
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PRELIMINARY APPROVAL ORDER

1 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
2 fault, wrongdoing, omission, concession or damage.

3 16. The Court reserves the right to adjourn or continue the date of the final approval
4 hearing and all dates provided for in the Agreement without further notice to Class Members and
5 retains jurisdiction to consider all further applications arising out of or connected with the
6 proposed Settlement.

7 17. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to
8 further orders of the Court at the Final Approval Hearing.

9 18. Pursuant to California Code of Civil Procedure section 664.6 and California Rules
10 of Court rule 3.769(h), the Court retains continuing jurisdiction to construe, interpret, implement
11 and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement
12 benefits, and to supervise and adjudicate any dispute arising from or in connection with the
13 distribution of settlement benefits.

14 **IT IS SO ORDERED.**

15
16 Dated: _____

17 _____
18 HON. MELISSA R. MCCORMICK
19 JUDGE, SUPERIOR COURT OF CALIFORNIA
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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JEREMIAH COSTELLO and ALICIA
CALVERT, individuals, on behalf of
themselves and on behalf of all person
similarly situated, and on behalf of the State of
California. as private attorney generals,

Plaintiffs,

vs.

SHC SERVICES, INC., a corporation; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 30-2024-01409847-CU-OE-CXC

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge: Hon. Melissa R. McCormick
Dept.: CX105

Action Filed: June 26, 2024
Trial Date: Not Set

1 The motion of Plaintiffs Jeremiah Costello and Alicia Calvert (“Plaintiffs”) for an order
2 finally approving the Class Action and PAGA Settlement Agreement, as modified by the
3 Amendment to the Class Action and PAGA Settlement Agreement (collectively the “Agreement”)
4 with Defendant SHC Services, Inc. (“Defendant”), attorneys’ fees and costs, service payments,
5 and the expenses of the Administrator duly came on for hearing on _____ before the
6 Honorable Melissa R. McCormick.

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All terms used herein shall have the same meaning as defined in the Agreement.

12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Orange, and over all Parties to this litigation,
14 including the Class as that term is defined in the Agreement.

15 3. Based on a review of the papers submitted by Plaintiffs and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Four Hundred Ninety
17 Thousand Dollars (\$490,000), and the terms set forth in the Agreement are fair, reasonable, and
18 adequate.

19 4. The Class is certified for the purposes of settlement only. The Class consists of the
20 Internal Class and the External Class. The Class Period collectively means the applicable External
21 Class Period and Internal Class Period. The Internal Class is defined as:

22 All individuals who were employed by Defendant in California and classified as an exempt
23 recruiter employee at any time during the Internal Class Period, excluding those who
24 signed an arbitration agreement.

25 The Internal Class Period is June 26, 2020 through April 6, 2025.

26 The External Class is defined as:

27 All individuals who were employed by Defendant and classified as a non-exempt
28 clinician employee who worked assignments for Defendant in California at any

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1 time during the External Class Period, excluding those who signed an arbitration
2 agreement.

3 The External Class Period is February 8, 2022 through April 6, 2025..

4 5. All persons who meet the foregoing definitions are members of the Class, except
5 for those individuals who filed a valid request for exclusion (“opt out”) from the Class: [identify
6 by name any requests for exclusion].

7 6. The “Aggrieved Employees” collectively means all Internal Aggrieved Employees
8 and External Aggrieved Employees. The Internal Aggrieved Employees are defined as: “All
9 individuals who were employed by Defendant in California and classified as an exempt recruiter
10 employee at any time during the PAGA Period (June 26, 2023 through April 6, 2025).” The
11 External Aggrieved Employees are defined as: “All individuals who were employed by Defendant
12 and classified as a non-exempt clinician employee who worked assignments for Defendant in
13 California at any time during the PAGA Period (June 26, 2023 through April 6, 2025).”

14 7. The Court further finds that the Settlement was the result of arm’s length
15 negotiations conducted after Class Counsel had adequately investigated the claims and became
16 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
17 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
18 experienced mediator in the settlement process, among other factors, support the Court’s
19 conclusion that the Settlement is fair, reasonable, and adequate.

20 **Preliminary Approval of the Settlement**

21 8. On _____, the Court granted preliminary approval of the Settlement and
22 approved conditional certification of the Class for settlement purposes only.

23 **Notice to the Class**

24 9. In compliance with the Preliminary Approval Order, the Class Notice was mailed
25 by first class mail to members of the Class at their last known addresses on or about
26 _____. Mailing of the Class Notice to their last known addresses was the best notice
27 practicable under the circumstances and was reasonably calculated to communicate actual notice
28 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class

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1 Members fully and accurately informed the Class Members of all material elements of the
2 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
3 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
4 fully with the laws of the State of California, the United States Constitution, due process and other
5 applicable law. The Class Notice fairly and adequately described the Settlement and provided
6 Class Members adequate instructions and a variety of means to obtain additional information.

7 10. The deadline for opting out of the Class or submitting written objections to the
8 Settlement was _____. There was an adequate interval between notice and the deadline
9 to permit Class Members to choose what to do and act on their decision. A full opportunity has
10 been afforded to the Class Members to participate in the final approval hearing, and all Class
11 Members and other persons wishing to be heard have been heard. Class Members also have had a
12 full and fair opportunity to exclude themselves from the proposed Settlement and Class.
13 Accordingly, the Court determines that all Class Members who did not timely and properly submit
14 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

15 **Fairness Of Settlement**

16 11. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
17 48 Cal.App.4th 1794, 1801 (1996).

18 a. The settlement was reached through arm's-length bargaining between the
19 parties during an all-day mediation before Steve Mehta, Esq., a respected and experienced
20 mediator of wage and hour class actions. Prior to mediation, Plaintiffs conducted an investigation
21 of the facts and claims, and the Parties also exchanged informal discovery, which included time
22 and pay data for the class and relevant policies. There has been no collusion between the parties in
23 reaching the proposed settlement.

24 b. Plaintiffs' investigation and discovery have been sufficient to allow the
25 Court and counsel to act intelligently.

26 c. Counsel for both parties are experienced in similar employment class action
27 and PAGA litigation. All counsel recommended approval of the Agreement.

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1 d. The percentage of objectors and requests for exclusion is small. _____
2 objections were received. _____ timely requests for exclusion were received. The
3 Administrator received ____ disputes as to pay periods.

4 e. The participation rate was high. _____ Class Members will be mailed a
5 settlement payment, representing _____ of the overall Class.

6 12. The consideration to be given to the Class Members under the terms of the
7 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
8 asserted in this Action and is fair, reasonable and adequate compensation for the release of Class
9 Members' claims, given the uncertainties and significant risks of the litigation and the delays
10 which would ensue from continued prosecution of the Action.

11 13. The Agreement is approved as fair, adequate and reasonable and in the best
12 interests of the Class Members.

13 **Attorneys' Fees and Costs**

14 14. An award of \$163,333 for attorneys' fees, representing one-third of the Gross
15 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
16 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
17 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
18 and litigation expense billing statement.

19 **Class Representative Service Payments**

20 15. The Agreement provides for Class Representative Service Payments of not more
21 than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
22 Representative Service Payments in the amount of \$ _____ each to the Plaintiffs is
23 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
24 their time and effort in bringing and prosecuting this matter on behalf of the Class. In making this
25 award, the Court has considered only the factors set forth in *Golba v. Dick's Sporting Goods,*
26 *Inc.* (2015) 238 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175
27 Cal.App.4th 785.

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 share of payroll taxes, by transmitting the funds to the Administrator no later than thirty (30) days
2 after the Effective Date.

3 19. Class Counsel are awarded attorneys' fees in the amount of \$163,333 and costs in
4 the amount of \$ _____. Class Counsel shall not seek or obtain any other compensation or
5 reimbursement from Defendant, Plaintiffs or members of the Class.

6 20. The payment of the Class Representative Service Payments in the amount of
7 \$ _____ each to the Plaintiffs is approved.

8 21. The payment of \$ _____ to the Administrator for their fees and expenses
9 is approved.

10 22. The PAGA Penalties amount of \$68,205 is approved to be distributed in
11 accordance with the Agreement.

12 23. The Agreement and this Settlement are not an admission by Defendant, nor is this
13 Final Approval Order and Judgment a finding of the validity of any claims in the Action, any
14 wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for
15 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
16 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
17 as, or may be used as an admission by or against Defendant of any fault, negligence, wrongdoing,
18 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
19 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
20 any liability, culpability, negligence, or wrongdoing on the part of Defendant, or an admission or
21 concession with regard to the denials or defenses by Defendant. Notwithstanding these
22 restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order
23 and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of
24 the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of
25 claim or issue preclusion or similar defense as to the claims being released by the Settlement.

26 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
27 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
28

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1 and Judgment shall be posted for at least 180 days on the Administrator's website as set forth in
2 the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final
3 Approval Order and Judgment to individual Class Members. Pursuant to Labor Code section
4 2699, Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA
5 within 10 days after its entry.

6 25. If the Agreement does not become final and effective in accordance with the terms
7 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
8 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
9 revert to their respective positions as of before entering into the Agreement, and expressly reserve
10 their respective rights regarding the prosecution and defense of this Action, including all available
11 defenses and affirmative defenses, and arguments that any claim in the Action could not be
12 certified as a class action and/or managed as a representative action.

13 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

14 26. The Court hereby enters judgment in accordance with the Agreement, the
15 _____, 2026 Order Granting Preliminary Approval (ROA ____), and this Order and
16 Judgment.

17 27. Except as set forth in the Agreement and this Final Approval Order and Judgment,
18 Plaintiffs, and all members of the Class, shall take nothing in the Action.

19 28. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
20 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
21 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
22 arising from or in connection with the distribution of settlement benefits.

23 29. The Parties are authorized, with approval from the Court, to agree to and to adopt
24 such amendments, modifications and expansions of the Agreement and all exhibits attached
25 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
26 rights of the Parties or Class Members under the Agreement.

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1 30. Each party shall bear its own attorneys' fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

3 31. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, all Participating Class Members, on behalf of themselves and their respective former
6 and present representatives, agents, attorneys, spouses, heirs, administrators, successors, and
7 assigns, release Released Parties from the Released Class Claims.

8 32. As used in paragraph 29 above, the quoted terms have the meanings set forth
9 below:

10 (a) "Released Class Claims" means all claims as pled in the Operative
11 Complaint that occurred during the Class Period, or claims that reasonably could have been
12 alleged based on the facts alleged in the Operative Complaint that occurred during the Class
13 Period, including claims for (1) unfair competition, (2) failure to pay minimum wages, (3) failure
14 to pay overtime, (4) failure to provide meal periods, (5) failure to provide rest periods, (6) failure
15 to provide accurate wage statements, (7) failure to reimburse for required expenses, (8) failure to
16 provide wages when due, and (9) failure to pay sick wages based on the allegations in the
17 Operative Complaint. Class Members do not release any other claims, including claims for vested
18 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
19 unemployment insurance, disability, social security, workers' compensation, or Class claims based
20 on facts occurring outside the Class Period.

21 (b) "Released Parties" means: Defendant, SHC Holdco, Inc., and the
22 Defendant's owners, past, present, and future divisions, predecessors, successors, shareholders,
23 officers, directors, managers, employees, assigns, parents, and subsidiaries.

24 33. Effective on the date when Defendant fully funds the entire Gross Settlement
25 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
26 Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
27 themselves and their respective former and present representatives, agents, attorneys, spouses,
28

1 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
2 Claims. The “Released PAGA Claims” are all claims as pled in the PAGA Notices and Operative
3 Complaint for civil penalties in violation of California Labor Code section 2698, et seq., based on
4 the allegations in the PAGA Notices and Operative Complaint, as well as any and all PAGA
5 claims for civil penalties that were asserted or reasonably could have been asserted based on the
6 factual allegations contained in the Operative Complaint and PAGA Notices, through the PAGA
7 Period. The Released PAGA Claims do not include underlying wage and hour claims, claims for
8 wrongful termination, discrimination, unemployment insurance, disability and worker’s
9 compensation, and PAGA claims outside of the PAGA Period.

10 34. Effective on the date when Defendant fully funds the entire Gross Settlement
11 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
12 Payments, Plaintiffs and their respective former and present spouses, representatives, agents,
13 attorneys (including Class Counsel), heirs, administrators, successors, and assigns generally,
14 release and discharge Released Parties from all claims, transactions, or occurrences that occurred
15 during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could
16 have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA
17 claims that were, or reasonably could have been, alleged based on facts contained in the Operative
18 Complaint, Plaintiffs’ PAGA Notice(s) (“Plaintiffs’ Release”). For the avoidance of doubt,
19 Plaintiffs release the Released Parties from the Released Class Claims and the Released PAGA
20 Claims. In addition, upon approval of the settlement, Plaintiffs will individually release the
21 Released Parties from any and all known and unknown claims they have or may have against them
22 through the date of their signatures on the Memorandum of Understanding. Plaintiffs’ Release
23 does not extend to any claims or actions to enforce this Agreement, or to any claims for vested
24 benefits, unemployment benefits, disability benefits, social security benefits, or workers’
25 compensation benefits that arose at any time, or based on occurrences outside the Class Period.

1 35. If a settlement check remains uncashed by the expiration date, the funds from such
2 uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the
3 name of the Participating Class Member/Aggrieved Employee.

4 1. Pursuant to CCP §384(b), the Court sets a final accounting hearing for
5 _____ at 9:00 a.m. Plaintiffs shall submit to the Court a final accounting
6 report at least 9 court days before the final accounting hearing regarding the status of the
7 settlement administration. The final report must include all information necessary for the court to
8 determine the total amount actually paid to class members and any amounts tendered to the State
9 Controller's Office under the unclaimed property law.

10 2. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
11 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
12 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
13 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
14 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
15 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.
16 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

17
18 Dated: _____

19
20 _____
HON. MELISSA R. MCCORMICK
JUDGE, SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT