# AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This is an amendment ("Amendment") to the Class Action Settlement Agreement ("Agreement") entered into between plaintiff Brian Gentry ("Plaintiff") and defendant Advantis Medical Staffing, LLC ("Defendant") (collectively, the "Parties").

#### **RECITALS:**

- A. On or about April 11, 2025, the Parties entered into the Agreement to resolve Plaintiff's lawsuit against Defendant alleging wage and hour violations against Defendant captioned *Brian Gentry v. Advantis Medical Staffing, LLC* initiated on November 13, 2024 and pending in Superior Court of the State of California, County of Los Angeles.
- B. All capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
- C. Pursuant to the Court's Order at the Preliminary Approval Hearing held on June 4, 2025, the Parties wish to modify the Agreement as follows:

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by the Parties hereto to amend said Agreement as follows:

#### I. <u>Amendments</u>

A. Paragraph 1.11 of the Agreement is hereby amended to specify the end of the Class Period so that it reads as follows:

"Class Period" means the period from November 13, 2020 through March 14, 2025.

B. The first paragraph on page 1 of Exhibit A to the Agreement (the "Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval") is amended to specify the end of the Class Period so that it reads as follows:

You may be eligible to receive money from an employee class action lawsuit ("Action") against Advantis Medical Staffing, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by former employee Brian Gentry ("Plaintiff") and seeks payment of back wages and other relief for a class of non-exempt employees who were assigned to work at any facility inside

California ("Class Members") during the Class Period (November 13, 2020 through March 14, 2025), excluding those who signed an arbitration agreement.

C. Paragraph 5.2 of the Agreement is hereby amended to delete the term "spouses" so that it reads as follows:

Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action, including but not limited, to claims for (1) failure to pay for all hours worked, (2) failure to pay minimum wage, (3) failure to pay overtime, (4) breach of contract, (5) failure to authorize and/or permit meal breaks, (6) failure to authorize and/or permit rest breaks, (7) failure to reimburse necessary business expenditures, (8) failure to furnish accurate and complete wage statements, (9) waiting time penalties, and (10) unfair business practices, as well as any and all wage and hour claims that were asserted or could have been asserted based on the factual allegations contained in the Operative Complaint, through the Class Period, including, but not limited to, any and all claims for unpaid wages, statutory penalties, waiting time penalties, liquidated damages, and all other associated damages and/or statutory penalties, and any and all claims or potential claims for lost wages, attorneys' fees and costs and interest, through the Class Period. Participating 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 claims based on facts occurring outside the Class Period.

D. Paragraph 3.9 on pages 5-6 of Exhibit A to the Agreement is amended to delete the term "spouses" so that it reads as follows:

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have

been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action, including but not limited, to claims for (1) failure to pay for all hours worked, (2) failure to pay minimum wage, (3) failure to pay overtime, (4) breach of contract, (5) failure to authorize and/or permit meal breaks, (6) failure to authorize and/or permit rest breaks, (7) failure to reimburse necessary business expenditures, (8) failure to furnish accurate and complete wage statements, (9) waiting time penalties, and (10) unfair business practices, as well as any and all wage and hour claims that were asserted or could have been asserted based on the factual allegations contained in the Operative Complaint, through the Class Period, including, but not limited to, any and all claims for unpaid wages, statutory penalties, waiting time penalties, liquidated damages, and all other associated damages and/or statutory penalties, and any and all claims or potential claims for lost wages, attorneys' fees and costs and interest, through the Class Period. Participating 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 claims based on facts occurring outside the Class Period.

## II. Remaining Terms Unaffected

The Agreement, as amended herein, is ratified and confirmed and nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Agreement. In the event of any conflict between this Amendment and the Agreement, the terms of this Amendment shall control.

# III. Applicable Law

All terms and conditions of this Amendment shall be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

### IV. Execution in Counterparts

This Amendment may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Amendment shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Amendment.

Dated: By: Brian Gentry

By: Plaintiff Brian Gentry

Dated: 6-5-2025	By:
	For Defendant Advantis Medical Staffing, LLC
	Name: Daniel Pollock
	Title: CEO
AS TO FORM:	
Dated:	By: Ashkan Shakouri Shakouri Law Firm Counsel for Plaintiff
Dated: 6-5-2025	By: A Shoullah' Sarah Kroll-Rosenbaum Anthony D. Sbardellati Jade T. White Akerman LLP Counsel for Defendant

Dated:	By:
	For Defendant Advantis Medical Staffing, LLC
	Name:
	Title:
AS TO FORM:	
Dated: <u>6/5/25</u>	By: <u>Ashkan Shakouri</u> Ashkan Shakouri Shakouri Law Firm Counsel for Plaintiff
Dated:	By: