



Superior Court of New Jersey, Monmouth County

Jemarie Cruz, et al. v. Towne Nursing Staff, Inc., et al.

Civ. Action No.: MON-L-002021-26

Class Action Notice

Authorized by the Superior Court of New Jersey

Were you a nurse for Towne Nursing Staff, Inc. or Towne Pediatric Homecare LLC between August 13, 2014 and May 26, 2026 who entered the U.S. through their foreign nurse recruitment program?

There is a \$1,850,000 settlement of a lawsuit against Towne Nursing Staff and Towne Pediatric Homecare.

You may be entitled to money.

To learn more about this Settlement, read this Notice or scan the QR code above to access the Settlement Website.

Important things to know:

- If you take no action, any ruling from the Court will apply to you, and you will not be able to sue Towne Nursing Staff or Towne Pediatric Homecare, LLC ("Defendants") about the same issues.
- If you have questions or need assistance, please call 800-995-1532
- You can learn more at: www.TowneNurseSettlement.com.

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About This Notice

Why did I get this Notice?

This Notice is to tell you about the Settlement of a class action lawsuit, *Jemarie Cruz, et al. v. Towne Nursing Staff, Inc., et al.*, brought on behalf of all nurses who entered the United States through the foreign nurse recruitment program of Towne Nursing Staff, Inc. ("TNS") or Towne Pediatric Homecare LLC ("TPH") and who entered a contract with either TNS or TPH (together called "TNS/TPH" or the "Companies") between August 13, 2014 and May 26, 2026. **You received this Notice because TNS and TPH's records identify you as a member of the group of people affected, called the "Class."** This Notice gives you a summary of the terms of the proposed Settlement Agreement, explains what rights Class Members have, and helps Class Members make informed decisions about what action to take.

What do I do next?

Read this Notice to understand the Settlement and to determine if you are a Class Member. Then, decide if you want to:

Options	More information about each option
Do Nothing	Get a payment. The amount you receive will be based on the length of time you worked for TNS and/or TPH. The longer you worked, the higher your amount will be. You will also give up rights resolved by settlement. If you paid TNS or TPH for resigning before the end of your contract, you will be reimbursed for that payment. You may also benefit from changed practices. If you currently owe money to TNS and/or TPH for resigning before the end of your contract on or before December 3, 2025, you will not have to pay. If you are a current employee and if, in the future, you resign before the end of your contract, you will not owe money if you resign for Good Reason and, if you leave without Good Reason, the amount you owe will be capped at the amount owed for

	Actual Direct Costs. The definition of Good Reason and Actual Direct Costs and further details about the changes that would benefit you are provided in “What does the Settlement provide?” below.
Submit an Opt-In Form by September 14, 2026	Receive the benefits described above, but receive more money (by approximately 15%) for the hours-worked portion of your payment from the Settlement. Give up right to bring Fair Labor Standards Act (FLSA) claims resolved by this Settlement. See “What am I giving up to stay in the Settlement Class and/or to join the Settlement Collective?” and “How much will my payment be?” below.
Submit an Opt Out Form by September 14, 2026	Get no payment and you may not benefit from some of the changed practices. Opting out allows you to bring another lawsuit against TNS and/or TPH about the same issues. See “Opting Out” below.
Object	Tell the Court why you don’t like the Settlement. You cannot object if you opt out. See “Objecting” below.

Read on to understand the specifics of the Settlement and what each choice would mean for you.

What are the most important dates?

- Your deadline to object or opt out: **September 14, 2026**
- Your deadline to submit an Opt-In Form: **September 14, 2026**
- Settlement approval hearing: **October 7, 2026**

Learning About the Lawsuit

What is this lawsuit about?

This lawsuit is brought by Plaintiffs Jemarie Cruz, Mary Fober Ced, Alvin Javier, Shirley Anne Fajardo, Iñigo P. Espiritu, and Zaena Diamad against Towne Nursing Staff, Inc. and Towne Pediatric Homecare LLC. The lawsuit is brought on a class action basis and a collective action basis.

The lawsuit involves Defendants' alleged employment practices, including claims relating to the contracts between TNS/TPH and Nurses, the legality and enforceability of certain provisions in those contracts (including, in certain instances, Nurses' payments to TNS/TPH under those contracts).

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

www.TowneNurseSettlement.com.

What is the position of TNS and TPH?

TNS and TPH dispute the allegations in the lawsuit and deny any wrongdoing. They have entered this Settlement to avoid the further time and expense of ongoing litigation.

Why is there a settlement in this lawsuit?

In 2026, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The Settlement is on behalf of the workers who brought the case and all members of the Settlement Class. The Court has not decided this case in favor of either side, nor that anyone could recover any certain amount in this litigation.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to Class Members and changes to the practices that the plaintiff allege caused the harm.

If approved, the Settlement will stop the lawsuit from being litigated any further. If the case continued to be litigated, there is a possibility that Defendants would prevail and the Settlement Class and Collective would receive nothing. There is also the possibility that Defendants would be required to pay more than they have agreed to pay under the Settlement.

Class Counsel investigated the facts and applicable law regarding the claims and defenses. The parties engaged in lengthy and arms' length negotiations to reach this Settlement. The Class Representatives and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class and Collective.

Has the Court determined that Plaintiffs or Defendants Have Won?

No. This is a settlement, which means the parties have resolved the matter before the Court has entered a judgment deeming any party the "winner."

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the Settlement. The hearing will be held at:

Where: Superior Court of New Jersey, Monmouth County,
71 Monument St., Freehold, NJ 07728
Courtroom 226

When: 10:00 a.m. on October 7, 2026.

The Court has directed the parties to send you this Notice about the proposed Settlement. Because the Settlement of a class action decides the rights of all members of the proposed Class, the Court must give final approval to the Settlement before it can take effect. Payments will only be made if the Court approves the Settlement.

You don't have to attend, but you may attend at your own expense. You may also ask the Court for permission to speak and express your opinion about the Settlement. If the Court does not approve the Settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the Class. To learn more and confirm the hearing date, go to www.TowneNurseSettlement.com.

Learning About the Settlement

What does the Settlement provide?

TNS and TPH have agreed to pay a total of \$1,850,000 to resolve this case.

This will be distributed through this Settlement in this Litigation after reduction for any Court-approved amounts for the lawyers and the Plaintiffs who brought this case.

The amount you receive will be based on whether and how much you paid the Companies for resigning before the end of your contract, as well as how long you worked for the Companies. The longer you worked, the more you will receive. Additionally, if you are eligible to opt into the Settlement Collective and do so, the amount you will receive based on your hours worked will be increased by approximately 15%. You will not have to pay the lawyers out-of-pocket. *Please note that your check will be accompanied by a Form 1099 and Form W-2. Neither Defendants nor Class Counsel are providing you tax advice through this Settlement, so you will be responsible for seeking your own tax and/or accounting advice regarding your tax obligations.*

If your employment ended on or before **December 3, 2025** and you currently owe TNS and/or TPH money in connection with resigning before the end of your contract, you will not be required to pay them anymore.

If, as of May 26, 2026, you were a current employee, you will benefit from changed practices. Specifically:

- If you resign for Good Reason, you will not have to pay Defendants any money because of your departure. Good Reason includes: (a) a demonstrated long-term disability (as defined in TNS/TPH's then-operative long-term disability plan) of the Nurse; (b) TNS/TPH materially breach the contract and, after the Nurse provides notice of the breach (to the extent notice and cure is practicable), the companies fail to cure the breach within 10 business days; or (c) TNS/TPH's failure to honor certain benefits that are otherwise guaranteed, e.g., PTO, sick leave, etc. after the Nurse provides notice of breach (to the extent notice and cure is practicable) and the companies fail to cure the breach within 10 business days.
- If you and TNS/TPH disagree that you resigned without Good Reason, you will have an opportunity to mediate the dispute at TNS/TPH's expense (though you will be responsible for the fees of

any lawyer or representative who represents you, should you choose to hire one).

- If you agree or a mediator decides that you resigned without Good Reason, TNS/TPH will only be able to collect agreed upon Actual Direct Costs, which will be limited to the following categories: (a) Immigration Costs (including but not limited to all filing fees, asylum fees, Visa Fees, and RFE Fees, plus Premium Processing Fees if requested by Nurse); (b) Licensing Costs (including but not limited to CGFNS (now known as Tru Merit) for CES Reports, visa screen fees, NCLEX, IELTS, IDENTOGO, and Nursys); (c) Travel Expenses for travel to the U.S. and travel within the U.S. (except in the case of any company-mandated relocation); (d) Living Expenses (such as rent or cash advances for food); (e) Training costs for training that is for the benefit of the Nurse and for skills, education, or certifications that may be beneficial to the Nurse at healthcare employers besides TNS/TPH (i.e., training on the Companies' specific policies or procedures that has no portable benefit shall not be an Actual Direct Cost); and (f) Costs paid to third-party companies that support the recruitment and immigration process, including Third-Party Recruitment Support/Concierge Services that the Nurse elects to receive. The Actual Direct Costs current and future nurses owe will be prorated if you have worked at least 2820 Company-Mandated Working Hours with reductions to correspond 1:1 based on lengths of service per 150 hours worked thereafter, and all Nurses will have the opportunity to enter into a payment plan where 60% will be due within thirty days of termination of employment and the remaining 40% will be due within 120 days, with applicable interest.

This is just a summary of the benefits that are available through the Settlement. Please refer to the full Settlement Agreement linked [here](#) for all details.

How do I know if I am part of the Settlement?

If you received a Postcard or Email Notice, Defendants' records indicate that you are a current or former employee as of May 26, 2026. This means that you are a nurse who entered the United States through Towne Nursing Staff, Inc. and/or Towne Pediatric Homecare LLC's foreign nurse recruitment program and entered into a contract with TNS and/or TPH at any point from August 13, 2014 to May 26, 2026.

You are also eligible to become a member of the Settlement Collective and receive an additional payment if you worked for TNS or TPH for at least one day between August 13, 2014 and May 26, 2026. To receive that payment, you must submit (by mail or electronically) the FLSA Consent and Release Form.

How much will my payment be?

Your payment amount will depend on several factors:

- If you paid Defendants any money in connection with resigning before the end of your contract, you will receive the amount of money that TNS/TPH's records show you paid in connection with resigning.
- You will also receive money for all other claims for relief. The amount you receive will be based on how many hours you worked for TNS/TPH. The more hours you worked during the class period, the more you will receive.
- Additionally, if you are eligible to opt into the Settlement Collective and do so, the amount that you receive based on your hours worked will be increased by approximately 15%.
- If you do not join the Settlement Collective, you will still receive payment if the Court approves the Settlement (unless you opt out of the Settlement Class). Your payment will just be a lower amount.

What am I giving up to stay in the Settlement Class and/or to join the Settlement Collective?

If the Court approves this Settlement, then when the Settlement becomes effective, all Settlement Class Members who have not timely and properly opted out of the Settlement Class will release TNS, TPH, and each of their (as applicable) respective owners, members, officers, employees, partners, benefit plans, plan administrators, insurers, agents, attorneys, representatives, benefit plans, plan administrators, counsel, shareholders, and agents, from the following claims:

All liabilities, attorneys' fees, costs, obligations, duties, undertakings, agreements, contracts, claims, demands, damages, proceedings, actions, and causes of action of every kind (whether known, unknown, suspected or unsuspected) that each Settlement Class Member had, has, may have, or will have for acts or omissions (whether alleged or actual) occurring (or allegedly occurring) from the beginning of time through the

Settlement Execution Date that were or could have been asserted in this Action given the facts alleged in the operative Complaint in this Action, including and not limited to claims arising under the Trafficking Victims Protection Act, Racketeer Influenced and Corrupt Organizations Act, New Jersey Wage Payment Law, New York Labor Law, New York Anti-Trafficking Law, and New Jersey Anti-Trafficking Law, but excluding claims under the Fair Labor Standards Act.

If you opt into the Settlement Collective, you will also release all FLSA claims through May 26, 2026.

This release may affect your rights, and may carry obligations, in the future. To view the full terms of this release that are contained in the Settlement Agreement, as well as the operative Complaint and other related documents, please click [here](#).

Deciding What to Do

How do I weigh my options?

You have four options. You can do nothing and stay in the Settlement, you can submit an Opt-In Form to get an additional 15% increase on the hours-worked portion of your payment, you can opt out of the Settlement, you can object to the Settlement. This chart shows the effects of each option:

	Do Nothing	Submit an Opt-In Form	Opt Out	Object
Can I receive settlement money if I . . .	YES	YES	NO	YES
Am I bound by the terms of this lawsuit if I . . .	YES	YES	NO	YES
Can I pursue my own case if I . . .	NO	NO	YES	NO
Will the class lawyers represent me if I . . .	YES	YES	NO	NO

Receiving a Payment

How can I get a payment?

Settlement payments will be made via check. If you would like to receive payment in a different way, you must elect a new payment method by clicking [here](#) or by contacting the Settlement Administrator at 800-995-1532 or TowneNurseSettlement@atticusadmin.com.

How do I opt into the FLSA Settlement Collective?

Settlement Class Members who are eligible to become part of the Settlement Collective and do so by returning or electronically submitting the FLSA Opt-In and Release Form will receive a larger payment than those who do not submit the form. To become part of the Collective, you must fill out and mail or submit the form that was mailed to you. The form is also available and can be filled out online [here](#). If you mail the form, it must be postmarked by September 14, 2026. If you submit the form electronically, you must do so by September 14, 2026.

Do I have a lawyer in this lawsuit?

In a class action, the Court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this Settlement, the Court has appointed the following individuals and lawyers.

Your lawyers: Kakalec Law PLLC (Patricia Kakalec), Katz Banks Kumin LLP (Hugh Baran & Rachel Green), and Leung Law PLLC (Christopher Leung) **are Class Counsel.**

These are the lawyers who negotiated this Settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to one-third of the Net Settlement Fund in attorneys' fees plus the reimbursement of out-of-pocket expenses in the amount of up to \$60,000, and costs of settlement administration.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the Settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of up to \$12,000 each to the Class Representatives Jemarie Cruz, Mary Fober Ced, Alvin Javier, Shirley Anne Fajardo, Iñigo P. Espiritu, and Zaena Diamad as Service Awards for the time and effort they contributed to the case. If approved by the Court, the Service Awards will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this Settlement?

You can opt out. If you do, you will not receive payment and cannot object to the Settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case, except that if you are a current employee you will still receive the revised contract. You cannot exclude yourself from the program changes called for by the proposed Settlement.

How do I opt out?

To opt out of the Settlement, you must write the Settlement Administrator and mail it by September 14, 2026 to the Settlement Administrator at:

Towne Nurse Settlement
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

Be sure to include your name, address, telephone number, and signature. An opt out form you may use for this purpose is linked [here](#).

Objecting

What if I disagree with the Settlement?

If you disagree with any part of the Settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve the Settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the Settlement — it cannot change the terms of the Settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that:

- (1) is postmarked by September 14, 2026;
- (2) includes the case name and number (*Jemarie Cruz, et al. v. Towne Nursing Staff, Inc., et al.* – Civ. Action No.: MON-L-002021-26)
- (3) includes your full name, address and telephone number, and email address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (6) your signature.

Mail the letter to both of the following addresses:

Towne Nurse Settlement c/o Atticus Administration PO Box 64053 St. Paul, MN 55164	New Jersey Superior Court, Monmouth County 71 Monument Street Freehold, NJ 07728
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Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will get a payment and other relief, and will still be bound by the Settlement and its “release” provisions. That means you won't be able to start, continue, or be part of any other lawsuit against Towne Nursing Staff, Inc. and/or Towne Pediatric Homecare LLC, and each of their (as applicable) respective owners, members, officers, employees, partners, benefit plans, plan administrators, insurers, agents, attorneys,

representatives, benefit plans, plan administrators, counsel, shareholders, agents, representatives, dependents, heirs, and executors, about the issues in this case. A full description of the claims and persons who will be released if this Settlement is approved can be found [here](#).

Key Resources

How do I get more information?

This Notice is a summary of the proposed Settlement. The complete Settlement with all its terms can be found [here](#). To get a copy of the Settlement Agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at www.TowneNurseSettlement.com
- access the Court docket online or by visiting the Clerk's office of the Court (address below).

Resource	Contact Information
Case website	www.TowneNurseSettlement.com
Settlement Administrator	Towne Nurse Settlement c/o Atticus Administration PO Box 64053 St. Paul, MN 55164 1-800-995-1532
Your Lawyers	Patricia Kakalec Kakalec Law PLLC 26 Court Street, Suite 1612 Brooklyn, NY 11242 (212) 705-8730 Patricia@KakalecLaw.com Hugh Baran Rachel Green Katz Banks Kumin LLP 111 Broadway, Suite 1403 New York, NY 10006 (646) 759-4501

	baran@katzbanks.com green@katzbanks.com Christopher Leung Leung Law PLLC 1 Dock 72 Way, 7 th Fl. Brooklyn, NY 11205 (212) 498-8991 chris@impact-lit.com
Court (DO NOT CONTACT)	Superior Court of New Jersey, Monmouth County 71 Monument Street Freehold, NJ 07728