

MESERVY LAW, P.C.  
LONDON D. MESERVY, Bar No. 216654  
london@meservylawpc.com  
401 West A Street, Suite 1712  
San Diego, CA 92101  
Telephone: 858.779.1276  
Facsimile: 866.231.8132

DENTE LAW, P.C.  
MATTHEW S. DENTE, Bar No. 241547  
matt@dentelaw.com  
5040 Shoreham Place  
San Diego, CA 92122  
Telephone: 619.550.3475  
Facsimile: 619.342.9668

Attorneys for Plaintiff  
Jill Kathleen Bentley

JENNIFER B. ROBINSON, Bar No. 148333  
jenrobinson@littler.com  
STACEY E. JAMES, Bar No. 185651  
sjames@littler.com  
LITTLER MENDELSON, P.C.  
501 W. Broadway, Suite 900  
San Diego, California 92101.3577  
Telephone: 619.232.0441  
Facsimile: 619.232.4302

Attorneys for Defendant  
NAVIHEALTH, INC.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

JILL KATHLEEN BENTLEY,

Plaintiff,

v.

NAVIHEALTH, INC. AND DOES 1-  
10, INCLUSIVE,

Defendants.

Case No. 3:19-cv-01298-JLS-WVG

**JOINT STIPULATION FOR CLASS,  
COLLECTIVE, AND PAGA  
REPRESENTATIVE ACTION  
SETTLEMENT AND RELEASE**

Complaint Filed: May 15, 2019  
Amended Complaint Filed: May 15, 2020

1 This Joint Stipulation for Class, Collective, and PAGA Representative Action  
2 Settlement and Release (the “Settlement Agreement” or “Settlement”) is made and  
3 entered into by and between Plaintiff Jill Kathleen Bentley (“Bentley”) and Defendant  
4 naviHealth, Inc. (“Defendant” or “naviHealth”) (collectively, the “Parties”). Subject to  
5 the approval of the Court, the Parties agree that the above-captioned Action (defined  
6 below) is compromised and settled pursuant to the terms and conditions set forth below.

7 **1. DEFINITIONS.**

8 Unless otherwise defined, capitalized terms used in this Settlement Agreement  
9 shall have the meanings set forth below:

10 1.1 “**Action**” means the *Jill Kathleen Bentley v. naviHealth, Inc.*, Case No.  
11 37-2019-00025046-CU-OE-CTL action filed in San Diego Superior Court and removed  
12 to the United States District Court, Southern District of California, Case No. 3:19-cv-  
13 01298-JLS-WVG on July 12, 2019.

14 1.2 “**Allegedly Aggrieved Employees**” means all current and/or former Care  
15 Management Employees (defined below) employed by naviHealth in the State of  
16 California from May 15, 2019, (*i.e.*, one year prior to the filing of the Amended  
17 Complaint) through June 24, 2020.

18 1.3 “**Barbee Action**” means the *Mae Barbee, et al. v. naviHealth, Inc.*, Case  
19 No. 3:19-cv-00119 putative class and collective action filed in the United States District  
20 Court, Middle District of Tennessee on February 6, 2019.

21 1.4 “**Claims**” means all claims for wages, debts, liabilities, demands,  
22 obligations, guarantees, statutory and civil penalties, damages, interest, attorneys’ fees,  
23 costs, and/or other amounts or relief recoverable under state, local or federal law that  
24 Plaintiff asserted or could have asserted in the Action – on behalf of herself, the State  
25 of California, the putative Class Members and the Allegedly Aggrieved Employees –  
26 based on the facts alleged in Plaintiff’s original and First Amended Complaints,  
27 including without limitation all claims arising out of any alleged failure to pay all  
28 minimum and overtime wages, failure to provide accurate itemized wage statements,

1 failure to timely pay all wages due at separation, failure to provide meal and rest periods,  
2 violation of California Business & Professions Code sections 17200 *et seq.* based on  
3 the foregoing Labor Code violations, any and all claims brought under the Fair Labor  
4 Standards Act (“FLSA”) for failure to pay minimum wage and/or overtime, and any  
5 and all related claims for penalties, including without limitation penalties under the  
6 Private Attorney General Act of 2004 (“PAGA”), California Labor Code § 2698 *et seq.*,  
7 for California Labor Code violations that were or that could have been alleged in the  
8 Action based on the facts alleged in Plaintiff’s original and First Amended Complaints.  
9 “Claims” include all claims - whether arising at law, in contract or in equity, and  
10 whether for economic or non-economic damages, restitution, injunctive relief, penalties  
11 or liquidated damages - that were alleged or could have been alleged in the Action based  
12 on the facts alleged in Plaintiff’s original and First Amended Complaints. “Claims” also  
13 include all claims that Plaintiff and/or the Participating Class Members may have  
14 against the Released Parties (defined below) relating to (i) the taxation and allocation  
15 of attorneys’ fees and costs to Class Counsel pursuant to this Settlement Agreement and  
16 (ii) the taxation and allocation of Plaintiff’s Service Award pursuant to this Settlement  
17 Agreement.

18 1.5 “**Class Members**” consist of two classes:

- 19 • California Class Members: Any and all persons who are or were employed  
20 by naviHealth Inc. as Care Management Employees (which includes all  
21 employees occupying the various job titles categorized under naviHealth’s  
22 “Clinical” job family, including but not limited to the following job titles:  
23 Care Coordinator, including the job titles Lead Care Coordinator, Home  
24 Health Care Coordinator, Pre-Service Care Coordinator, Flex Team Pre-  
25 Service Care Coordinator, Lead Pre-Service Coordinator, Patient Care  
26 Coordinator, Inpatient Care Coordinator, Skilled Inpatient Care Coordinator,  
27 Skilled Inpatient and Transitional Care Coordinator, Centralized Care  
28 Coordinator, Transitional Care Coordinator, Telephonic Care Coordinator,

1 Telephonic Care Coordinator Team Lead, Regional Care Coordinator, UM  
2 Care Coordinator, UM Team Lead, and Post-Acute Care Coordinator; Case  
3 Manager or Care Manager, including the job titles High Risk Case Manager,  
4 Telephonic High Risk Case Manager and Team Lead, Intensive Case  
5 Manager, Clinical Care Manager; Utilization Review Coordinator; and  
6 Appeals and Denials Coordinator, Denials Coordinator, Denials-Appeals  
7 Team Lead, Quality Improvement Organizational Appeals Coordinator) in the  
8 State of California from May 15, 2015 through June 24, 2020 and who have  
9 not previously signed a release covering the claims alleged in the *Bentley*  
10 Action (*i.e.*, “California Class Members”). naviHealth has confirmed that  
11 there are 110 California Class Members.

- 12 • FLSA Class Members: Any and all persons who are or were employed by  
13 naviHealth Inc. as Care Management Employees (which includes all  
14 employees occupying the various job titles categorized under naviHealth’s  
15 “Clinical” job family, including but not limited to the following job titles:  
16 Care Coordinator, including the job titles Lead Care Coordinator, Home  
17 Health Care Coordinator, Pre-Service Care Coordinator, Flex Team Pre-  
18 Service Care Coordinator, Lead Pre-Service Coordinator, Patient Care  
19 Coordinator, Inpatient Care Coordinator, Skilled Inpatient Care Coordinator,  
20 Skilled Inpatient and Transitional Care Coordinator, Centralized Care  
21 Coordinator, Transitional Care Coordinator, Telephonic Care Coordinator,  
22 Telephonic Care Coordinator Team Lead, Regional Care Coordinator, UM  
23 Care Coordinator, UM Team Lead, and Post-Acute Care Coordinator; Case  
24 Manager or Care Manager, including the job titles High Risk Case Manager,  
25 Telephonic High Risk Case Manager and Team Lead, Intensive Case  
26 Manager, Clinical Care Manager; Utilization Review Coordinator; and  
27 Appeals and Denials Coordinator, Denials Coordinator, Denials-Appeals  
28 Team Lead, Quality Improvement Organizational Appeals Coordinator) in

1 California from May 15, 2015 through June 24, 2020 and who have not  
2 previously signed a release covering the claims alleged in the *Barbee* and/or  
3 *Bentley* Action (*i.e.*, “FLSA Class Members”). naviHealth has confirmed that  
4 there are 110 FLSA Class Members.

5 1.6 “**Class Counsel**” means London D. Meservy of Meservy Law, P.C. and  
6 Matthew S. Dente of Dente Law, P.C.

7 1.7 “**Class Counsel Costs Award**” means the expenses and costs incurred by  
8 Class Counsel for Class Counsel’s litigation and resolution of this Action, as awarded  
9 by the Court, which may not exceed Thirty Thousand Dollars (\$30,000).

10 1.8 “**Class Counsel Fees Award**” means the attorneys’ fees for Class  
11 Counsel’s litigation and resolution of this Action, as awarded by the Court, which may  
12 not exceed one-third (*i.e.*, 33.33%) of the Total Settlement Amount, or Six Hundred and  
13 Seventy Thousand Dollars (\$670,000). Any attorneys’ fees or litigation costs not  
14 awarded by the Court will be added to the Net Distribution Fund (defined below) and  
15 distributed to the Participating Class Members (defined below).

16 1.9 “**Class Information**” means the full name, last known address, social  
17 security number, and number of workweeks worked by Participating Class Members  
18 (defined below) in California during the Class Period (*i.e.*, from May 15, 2015 to June  
19 24, 2020). Defendant will compile Class Information in good faith from its records and  
20 provide it to the Settlement Administrator as a confidential document through a  
21 confidential Microsoft Excel spreadsheet pursuant to the Master Security Agreement  
22 between Simpluris (Settlement Administrator) and Defendant’s counsel. Because Class  
23 Members’ sensitive personal information is included in the Class Information, the  
24 Settlement Administrator shall maintain the Class Information securely and in  
25 confidence pursuant to the Master Security Agreement referenced above. Access to  
26 such Class Information shall be limited to employees of the Settlement Administrator  
27 with a need to use the Class Information for administration of the Settlement. The  
28 Settlement Administrator will take all necessary measures to adequately secure the

1 information.

2 1.10 **“Class Member Released Claims”** means the Claims (defined above)  
3 from which Participating Class Members (defined below) are fully releasing the  
4 Released Parties under this Settlement and for the Class Period as specified in Paragraph  
5 5.1 below.

6 1.11 **“Class Period”** means the period from May 15, 2015 to June 24, 2020.

7 1.12 **“Complete and General Release”** means an irrevocable and  
8 unconditional release given only by the named Plaintiff in the Action (*i.e.*, Jill Bentley),  
9 releasing the Released Parties from any and all charges, complaints, claims, causes of  
10 action, debts, sums of money, controversies, agreements, promises, damages and  
11 liabilities of any kind or nature whatsoever, both at law and equity, known or unknown,  
12 suspected or unsuspected, arising from conduct occurring on or before the end of the  
13 Class Period related to the Plaintiff’s employment and/or the Action, including but not  
14 limited to all of the Claims defined in Paragraph 1.4 above and including without  
15 limitation all actions, claims and grievances, whether actual or potential, known or  
16 unknown, related, incidental to or arising out of any act or omission committed or  
17 omitted by the Released Parties through the end of the Class Period and/or arising out  
18 of Plaintiff’s employment with naviHealth and/or the cessation thereof. This release  
19 includes a 1542 Waiver (defined below). This release also includes, but is not limited  
20 to, a release of all claims under (a) the California Civil Code, (b) the California Fair  
21 Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as  
22 amended, 42 U.S.C. § 2000e *et. seq.*, (d) the Age Discrimination in Employment Act of  
23 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g)  
24 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans with  
25 Disabilities Act, 42 U.S.C. § 12101, *et. seq.*, as amended, (j) the Family and Medical  
26 Leave Act, as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration  
27 Reform and Control Act, as amended, (m) any other state, federal, and local law,  
28 regulation and ordinance dealing with discrimination in employment, disability,

1 wrongful discharge, and retaliation for exercising any right or participating or engaging  
2 in any activity, (n) the Occupational Safety and Health Act, as amended, (o) the  
3 Sarbanes-Oxley Act of 2002, as amended, (p) the Employee Retirement Income  
4 Security Act of 1974, as amended (except vested benefits), (q) the Older Worker Benefit  
5 Protection Act of 1990, as amended, (r) the Worker Adjustment and Retraining  
6 Notification Act, as amended, (s) any federal, state or common law claim or cause of  
7 action for breach of contract, wrongful discharge, constructive discharge, retaliation,  
8 defamation, slander, libel, intentional or negligent infliction of emotional distress,  
9 misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or  
10 obligations arising out of any of naviHealth's employment policies or practices,  
11 employee handbooks, and/or any statements by any employee or agent of naviHealth  
12 whether oral or written, and (t) any claim for reinstatement, back pay, bonus, attorneys'  
13 fees, compensatory damages, costs, front pay, any form of equitable or declaratory  
14 relief, liquidated damages, emotional distress, personal injury, punitive damages, pain  
15 and suffering, medical expenses, damage to reputation, damage for personal, emotional  
16 or economic injury or damage of any kind. This provision is intended by the Parties to  
17 be all-encompassing and to act as a full and total release of any claims, whether  
18 specifically enumerated herein or not, that Plaintiff might have or has had, that exists  
19 or ever has existed on or prior to the end of the Class Period.

20 1.13 **"Court"** means the United States District Court, Southern District of  
21 California.

22 1.14 **"Defendant"** means naviHealth, Inc.

23 1.15 **"Defense Counsel"** means Jennifer Robinson and Stacey E. James of  
24 Littler Mendelson, P.C.

25 1.16 **"Effective Date"** means the date by which this Settlement is finally  
26 approved as provided herein and the Court's Final Approval Order becomes binding.  
27 For purposes of this Settlement Agreement, the Final Approval Order becomes binding  
28 upon the later of: (i) in the event there are no objections to the settlement, the date the

1 Court has finally approved the Settlement and entered Judgment thereon; (ii) if an  
2 objection to the settlement is filed, the day after the last date by which a notice of appeal  
3 to the applicable Court of Appeals of the order and judgment approving this settlement  
4 may be timely filed and none is filed; or (iii) if an appeal is filed and there is a final  
5 disposition by ruling, dismissal, denial, or otherwise by the Court of Appeals, and  
6 further review of the order and judgment approving this settlement is requested, the day  
7 after the review is finally dismissed or denied with prejudice and/or no further review  
8 of the judgment or order can be requested. The Effective Date cannot occur, and  
9 naviHealth will not be obligated to fund this Settlement, until and unless there is no  
10 possibility of an appeal or further appeal that could potentially prevent this Settlement  
11 Agreement from becoming final and binding.

12 1.17 **“Final Approval Hearing”** means the hearing held to determine whether  
13 the Court will enter a Final Approval Order finally approving this Settlement.

14 1.18 **“Final Approval Order”** means the Court’s entry of an order finally  
15 approving the Settlement and entering judgment in accordance therewith substantially  
16 in the form attached hereto as **Exhibit C**.

17 1.19 **“Individual Settlement Payment”** means the amount payable from the  
18 Total Settlement Amount (defined below) that the Settlement Administrator will pay to  
19 each Participating Class Member, as calculated pursuant to Paragraphs 4.1.5.1 and  
20 4.1.5.2 below.

21 1.20 **“Total Settlement Amount”** means the maximum total value of this  
22 Settlement totaling Two Million and Ten Thousand Dollars (\$2,010,000.00). The Total  
23 Settlement Amount will be used to pay: (1) Individual Settlement Payments to Class  
24 Members who do not opt out of the California Class Action and FLSA Class Members;  
25 (2) the Class Counsel Fees Award; (3) the Class Counsel Costs Award; (4) Settlement  
26 Administration Costs (defined below); (5) Plaintiff’s Service Award (defined below);  
27 (6) the PAGA Award (defined below); and (7) employee-side taxes for the wage  
28 component of the Individual Settlement Payments. Other than its employer-side taxes

1 for the wage component of the Individual Settlement Payments, under no circumstances  
2 will naviHealth be required to pay any amount in excess of the Total Settlement Amount  
3 in connection with this Settlement. If the settlement achieves approval, no portion of  
4 the Total Settlement Amount will revert to Defendant.

5 1.21 **“Net Distribution Fund”** means the Total Settlement Amount, less the  
6 amounts allotted to: (1) the Class Counsel Fees Award (up to \$670,000), (2) the Class  
7 Counsel Costs Award (up to \$30,000), (3) the Service Award for Plaintiff (up to  
8 \$12,000), (4) 75% of the PAGA Award to be paid to the California Labor and  
9 Workforce Development Agency (“LWDA”) (\$60,000); and (5) Settlement  
10 Administration Costs (up to \$20,000). Individual Settlement Payments for Participating  
11 Class Members (defined below) and payments for employee-side taxes for the wage  
12 component of Individual Settlement Payments will be paid out of the Net Distribution  
13 Fund.

14 1.22 **“Notice of Objection”** means a written request by a Class Member to  
15 object to this Settlement, which must be completed and filed or mailed in the manner  
16 set forth in this Settlement Agreement and the Notice of Settlement.

17 1.23 **“Notice of Settlement”** means the Notice of Class Action Settlement that  
18 the Settlement Administrator will mail to Class Members to apprise them of this  
19 Settlement (substantially in the form attached hereto as **Exhibit A**).

20 1.24 **“PAGA Award”** means Eighty-Thousand Dollars (\$80,000) of the Total  
21 Settlement Amount that the Parties have allocated to PAGA penalties, 75% of which  
22 (\$60,000) will be remitted to the LWDA and 25% of which (\$20,000) will remain in  
23 the Net Distribution Fund and will be considered part of the amount allocated to  
24 penalties in the Individual Settlement Payments.

25 1.25 **“Parties”** means Plaintiff and Defendant and **“Party”** shall mean either  
26 Plaintiff or Defendant.

27 1.26 **“Plaintiff”** means Jill Kathleen Bentley.

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1           1.27 **“Participating Class Members”** means Participating California Class  
2 Members and Participating FLSA Class Members, collectively.

3           1.28 **“Participating California Class Members”** means all California Class  
4 Members (defined above) who do not submit a Request for Exclusion from this  
5 Settlement.

6           1.29 **“Participating FLSA Class Members”** means all FLSA Class Members  
7 (defined above) who do not submit a Request for Exclusion from this Settlement.

8           1.30 **“Preliminary Approval Date”** means the date the Court enters the  
9 Preliminary Approval Order.

10          1.31 **“Preliminary Approval Order”** means the Court’s entry of an order  
11 preliminarily approving this Settlement (substantially in the form attached hereto as  
12 **Exhibit B**).

13          1.32 **“Released Parties”** means Defendant naviHealth Inc., and its subsidiaries,  
14 affiliates and/or parents, including but not limited to UnitedHealth Group Incorporated;  
15 its attorneys, and its respective successors and predecessors in interest; all of its  
16 respective officers, directors, employees, administrators, fiduciaries, trustees,  
17 beneficiaries and agents; and each of its past, present and future officers, directors,  
18 shareholders, employees, agents, principals, heirs, representatives, accountants,  
19 auditors, consultants, insurers and reinsurers.

20          1.33 **“Request for Exclusion”** means a timely written request by a California  
21 Class Member to exclude herself/himself from the Settlement, which must be completed  
22 and mailed in the manner set forth in this Settlement Agreement and the Notice of  
23 Settlement.

24          1.34 **“Response Deadline”** means the date forty-five (45) calendar days after  
25 the Settlement Administrator mails the Notice of Settlement to Class Members and the  
26 last date on which Class Members may postmark Requests for Exclusion or Notices of  
27 Objection to the Settlement.

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1           1.35   **“Plaintiff’s Service Award”** means the amount that the Court awards to  
2 Plaintiff for her efforts in assisting with the prosecution of the Action and as  
3 consideration for executing this Settlement Agreement and releasing her claims against  
4 naviHealth, which shall not exceed \$12,000. Plaintiff’s Service Award is subject to  
5 approval from the Court and will be paid from the Total Settlement Amount. In the  
6 event that the Court awards less than the full amount requested for Plaintiff’s Service  
7 Award, the un-awarded amount will be made available for distribution as part of the  
8 Net Distribution Fund (defined above) and distributed to Participating Class Members.

9           1.36   **“Settlement”** or **“Settlement Agreement”** means the disposition of the  
10 Action pursuant to this Joint Stipulation for Class, Collective and PAGA Representative  
11 Action Settlement and Release.

12           1.37   **“Settlement Administration Costs”** means the costs incurred by the  
13 Settlement Administrator and awarded by the Court from the Total Settlement Amount,  
14 which may not exceed Twenty Thousand Dollars (\$20,000).

15           1.38   **“Settlement Administrator”** means Simpluris.

16           1.39   **“Settlement Fund Account”** means the bank account established  
17 pursuant to the terms of this Settlement Agreement, from which all monies payable  
18 under the terms of this Settlement shall be paid, as set forth herein.

19           1.40   **“Void Date”** means the date by which any checks issued to Class  
20 Members shall become void, *i.e.*, on the 121st day after mailing.

21           1.41   **“1542 Waiver”** means an express waiver, to the fullest extent permitted  
22 by law, of the provisions, rights and benefits of Section 1542 of the California Civil  
23 Code, or any other similar provision under federal or state law, which Section provides:

24                   A general release does not extend to claims that the creditor or  
25                   releasing party does not know or suspect to exist in his or her favor  
26                   at the time of executing the release and that, if known by him or  
27                   her, would have materially affected his or her settlement with the  
28                   debtor or released party.

1     **2.     RECITALS.**

2             **2.1     Procedural History, Plaintiff's Claims, and the Parties' Settlement Efforts.**

3             On May 15, 2019, Plaintiff Jill Kathleen Bentley, a former California naviHealth  
4 employee between approximately February 2015 to October 2017, filed a class action  
5 complaint in the Superior Court of the State of California, County of San Diego,  
6 alleging she and other naviHealth employees were misclassified as exempt employees.  
7 Plaintiff's Complaint alleged six causes of action under the California Labor Code: (1)  
8 failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay  
9 overtime wages; (4) failure to provide compliant itemized wage statements; (5) failure  
10 to pay all wages on separation; and (6) violation of California Business and Professions  
11 Code §§17200, *et seq.* On July 12, 2019, naviHealth removed the action to the United  
12 States District Court for the Southern District of California, where it is currently  
13 pending.

14             The Parties participated in a mediation session with Hunter Hughes on March 12,  
15 2020. The Parties were unable to reach an agreement on the day of the mediation, but  
16 with the assistance of Mr. Hughes, the Parties continued negotiating following the  
17 mediation, ultimately resulting in the Parties signing a Memorandum of Understanding  
18 on May 7, 2020, and then executing this Settlement Agreement.

19             On April 15, 2020, Plaintiff gave notice under the California Labor Code Private  
20 Attorneys General Act of 2004, California Labor Code §2698, *et seq.* ("PAGA") to the  
21 California Labor and Workforce Development Agency ("LWDA") and naviHealth of  
22 her intent to bring an action for civil penalties for violations committed against her and  
23 other current and/or former California Care Management Employees of naviHealth.  
24 Subsequently on May 15, 2020, Plaintiff filed an amended Complaint to add claims  
25 under PAGA and the FLSA as additional causes of action.

26             **2.2     The Parties Have Conducted Informal Discovery and Investigation.** The  
27 Parties have conducted informal discovery to investigate the Claims. Specifically, in  
28 advance of the mediation, naviHealth provided Plaintiff's counsel with compensation

1 data for the FLSA and Class Members based on the applicable statutes of limitations.

2       2.3   Benefits of Settlement to Class Members.

3       Plaintiff and Class Counsel recognize the expense and length of continued  
4 proceedings necessary to litigate their disputes through trial and any possible appeals.  
5 Plaintiff has also taken into account the uncertainty and risk of the outcome of further  
6 litigation, as well as the difficulties and delays inherent in such litigation. Plaintiff and  
7 Class Counsel are likewise aware of the burdens of proof necessary to establish liability  
8 for the Claims asserted in the Action, both generally and in response to naviHealth's  
9 defenses, and the difficulties in establishing damages for Class Members. Plaintiff and  
10 Class Counsel have also taken into account naviHealth's agreement to enter into a  
11 settlement that confers substantial relief upon Class Members. Based on the foregoing,  
12 Plaintiff and Class Counsel have determined that the Settlement set forth in this  
13 Settlement Agreement is fair, adequate, and reasonable and is in the best interests of  
14 Class Members.

15       2.4   naviHealth's Reasons for Settlement.   naviHealth has denied, and  
16 continues to deny, each of the Claims and contentions alleged by Plaintiff in this Action.  
17 However, further defense of this litigation would be protracted and expensive.  
18 Substantial amounts of time, energy and resources of naviHealth have been and, unless  
19 this Settlement is made, will continue to be devoted to the defense of the Claims asserted  
20 by Plaintiff. naviHealth, therefore, has agreed to settle in the manner and upon the terms  
21 set forth in this Settlement to put to rest the Claims as set forth in the Action. Based on  
22 the foregoing, naviHealth believes the Settlement set forth in this Settlement Agreement  
23 is fair, adequate and reasonable, and is in the best interests of all Parties and the putative  
24 Class Members.

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1     **3.     TERMS OF SETTLEMENT AGREEMENT.**

2     The Parties agree as follows:

3     3.1     Class Certification. Solely for the purposes of this Settlement, the Parties  
4 stipulate and agree that in order for this Settlement to occur, the Court must certify a  
5 class of Class Members comprised of the following classes:

- 6     • California Class Members: Any and all persons who are or were employed  
7 by naviHealth Inc. as Care Management Employees (which includes all  
8 employees occupying the various job titles categorized under naviHealth’s  
9 “Clinical” job family, including but not limited to the following job titles:  
10 Care Coordinator, including the job titles Lead Care Coordinator, Home  
11 Health Care Coordinator, Pre-Service Care Coordinator, Flex Team Pre-  
12 Service Care Coordinator, Lead Pre-Service Coordinator, Patient Care  
13 Coordinator, Inpatient Care Coordinator, Skilled Inpatient Care Coordinator,  
14 Skilled Inpatient and Transitional Care Coordinator, Centralized Care  
15 Coordinator, Transitional Care Coordinator, Telephonic Care Coordinator,  
16 Telephonic Care Coordinator Team Lead, Regional Care Coordinator, UM  
17 Care Coordinator, UM Team Lead, and Post-Acute Care Coordinator; Case  
18 Manager or Care Manager, including the job titles High Risk Case Manager,  
19 Telephonic High Risk Case Manager and Team Lead, Intensive Case  
20 Manager, Clinical Care Manager; Utilization Review Coordinator; and  
21 Appeals and Denials Coordinator, Denials Coordinator, Denials-Appeals  
22 Team Lead, Quality Improvement Organizational Appeals Coordinator) in the  
23 State of California from May 15, 2015 through June 24, 2020 and who have  
24 not previously signed a release covering the claims alleged in the *Bentley*  
25 Action (*i.e.*, “California Class Members”). naviHealth has confirmed that  
26 there are 110 Class Members.

- 27     • FLSA Class Members: Any and all persons who are or were employed by  
28 naviHealth Inc. as Care Management Employees (which includes all

employees occupying the various job titles categorized under naviHealth's "Clinical" job family, including but not limited to the following job titles: Care Coordinator, including the job titles Lead Care Coordinator, Home Health Care Coordinator, Pre-Service Care Coordinator, Flex Team Pre-Service Care Coordinator, Lead Pre-Service Coordinator, Patient Care Coordinator, Inpatient Care Coordinator, Skilled Inpatient Care Coordinator, Skilled Inpatient and Transitional Care Coordinator, Centralized Care Coordinator, Transitional Care Coordinator, Telephonic Care Coordinator, Telephonic Care Coordinator Team Lead, Regional Care Coordinator, UM Care Coordinator, UM Team Lead, and Post-Acute Care Coordinator; Case Manager or Care Manager, including the job titles High Risk Case Manager, Telephonic High Risk Case Manager and Team Lead, Intensive Case Manager, Clinical Care Manager; Utilization Review Coordinator; and Appeals and Denials Coordinator, Denials Coordinator, Denials-Appeals Team Lead, Quality Improvement Organizational Appeals Coordinator) in California from May 15, 2015 through June 24, 2020 and who have not previously signed a release covering the claims alleged in the *Barbee* and/or *Bentley* Action (*i.e.*, "FLSA Class Members"). naviHealth has confirmed that there are 110 FLSA Class Members.

3.2 Appointment of Class Representative. Solely for the purposes of this Settlement, the Parties stipulate and agree Plaintiff Jill Bentley shall be appointed as the Class Representative.

3.3 Appointment of Class Counsel. Solely for the purposes of this Settlement, the Parties stipulate and agree that London D. Meservy of Meservy Law, P.C. and Matthew S. Dente of Dente Law, P.C. shall be appointed as Class Counsel for the Class.

3.4 Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree Simpluris shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for

1 establishing a toll-free telephone number and a Post Office Box for receipt of Class  
2 Member communications; reviewing and responding to Class Member inquiries;  
3 preparing, printing and mailing the Notice of Settlement (*i.e.*, **Exhibit A**) to Class  
4 Members; receiving and reviewing Requests for Exclusion, if any, submitted by Class  
5 Members; calculating Individual Settlement Payments; calculating and paying any and  
6 all employee payroll tax deductions to be withheld as required under this Agreement  
7 and applicable law; providing weekly status reports to Defense Counsel and Class  
8 Counsel; providing a due diligence declaration for submission to the Court prior to the  
9 Final Approval Hearing; mailing Individual Settlement Payments to Class Members;  
10 paying the PAGA Award, Service Award, Class Counsel Fees Award and Class  
11 Counsel Costs Award to the LWDA, Plaintiff, and Class Counsel, respectively,  
12 pursuant to the terms of this Settlement Agreement; printing and providing Class  
13 Members, Plaintiff and Class Counsel with IRS Forms W-2 and/or 1099 as required  
14 under this Settlement and applicable law; providing a due diligence declaration for  
15 submission to the Court upon the completion of the Settlement; and for such other tasks  
16 as the Parties mutually agree. The Settlement Administrator shall keep the Parties  
17 timely apprised of the performance of all Settlement Administrator responsibilities.  
18 Any legally mandated tax reports, tax forms, tax filings, or other tax documents required  
19 by administration of this Settlement Agreement shall be prepared by the Settlement  
20 Administrator. Any expenses incurred in connection with such preparation shall be a  
21 Settlement Administration Cost. The Parties agree to cooperate in the Settlement  
22 administration process and to make all reasonable efforts to control and minimize  
23 Settlement Administration Costs. Each of the Parties represent that they do not have  
24 any financial interest in the Settlement Administrator or otherwise have a relationship  
25 with the Settlement Administrator that could create a conflict of interest.

26       3.5   Conditional Nature of Stipulation for Certification. Solely for the purposes  
27 of this Settlement, the Parties stipulate and agree to the certification of the Claims  
28 asserted on behalf of the Class Members. Should for whatever reason the Settlement

1 not become effective, the fact that the Parties were willing to stipulate to certification  
2 as part of the Settlement shall have no bearing on, and shall not be admissible in  
3 connection with, the issue of whether the Claims should be certified in a non-Settlement  
4 context in the Action or in any other lawsuit. naviHealth expressly reserves its right to  
5 oppose claim, class, or collective action certification in this or any other action should  
6 this Settlement not become effective.

7 **4. CONSIDERATION AND SETTLEMENT DISTRIBUTION.**

8 4.1 Settlement Value Provided by naviHealth. The maximum value that  
9 Defendant is providing under this Settlement Agreement in order to settle the Action is  
10 the Total Settlement Amount of Two Million Ten Thousand Dollars (\$2,010,000). The  
11 Total Settlement Amount is comprised of: (1) the Class Counsel Fees Award and Class  
12 Counsel Costs Award; (2) the Settlement Administration Costs; (3) Plaintiff's Service  
13 Award; (4) the PAGA Award; (5) Individual Settlement Payments to Participating Class  
14 Members (as described below); and (7) employee-side taxes for the wage component  
15 of Individual Settlement Payments.

16 4.1.1 Class Counsel Fees Award and Class Counsel Costs Award. The  
17 Settlement Administrator shall pay the Class Counsel Fees Award and Class Counsel  
18 Costs Award from the Total Settlement Amount. Defendant agrees not to oppose any  
19 application by Class Counsel for a Class Counsel Fees Award not to exceed Six  
20 Hundred and Seventy Thousand Dollars (\$670,000), which will be distributed as  
21 follows: Three Hundred and Thirty-five Thousand Dollars (\$335,000) to Meservy Law,  
22 P.C., and Three Hundred and Thirty-five Thousand Dollars (\$335,000) to Dente Law,  
23 P.C. Defendant further agrees not to oppose any application by Class Counsel for a  
24 Class Counsel Costs Award not to exceed Thirty Thousand Dollars (\$30,000). The  
25 Settlement Administrator shall pay the Court-approved Class Counsel Fees Award and  
26 Class Counsel Costs Award within forty-five (45) calendar days following the Effective  
27 Date of the Settlement. Class Counsel agrees to provide the Settlement Administrator  
28 with executed IRS Forms W-9 before the Class Counsel Fees Award and Class Counsel

1 Costs Award are issued. The Settlement Administrator shall issue IRS Forms 1099 to  
2 Class Counsel for the payments made pursuant to this Paragraph. In the event that the  
3 Court awards less than the full amount requested for the Class Counsel Fees Award  
4 and/or Class Counsel Costs Award, the un-awarded amount will be made available for  
5 distribution as part of the Net Distribution Fund (defined above) and distributed to  
6 Participating Class Members. This Settlement is not contingent upon the Court  
7 awarding Class Counsel any particular amount in attorneys' fees and costs. Defendant  
8 will not be responsible for payment of any amounts for attorney fees or costs associated  
9 with this Settlement to any law firm or party other than the Class Counsel Fees Award  
10 and Class Counsel Costs Award specified above.

11           4.1.2 Settlement Administration Costs. The Settlement Administrator  
12 shall be paid Settlement Administration Costs from the Total Settlement Amount, in an  
13 amount not to exceed Twenty Thousand Dollars (\$20,000). The Settlement  
14 Administrator shall receive the Settlement Administration Costs within forty-five (45)  
15 calendar days following the Effective Date of the Settlement. In the event that the Court  
16 awards less than the full amount set aside for Settlement Administration Costs, the un-  
17 awarded amount will be made available for distribution as part of the Net Distribution  
18 Fund (defined above) and distributed to Participating Class Members.

19           4.1.3 Plaintiff's Service Award. The Settlement Administrator shall pay  
20 Plaintiff's Service Award from the Total Settlement Amount. naviHealth agrees not to  
21 oppose any application by Plaintiff for a Service Award not to exceed Twelve Thousand  
22 Dollars (\$12,000), as consideration for her Complete and General Release of Claims  
23 and for her time and effort in prosecuting the Action. The Settlement Administrator  
24 shall pay the Service Award to Plaintiff within forty-five (45) calendar days following  
25 the Effective Date of the Settlement. Plaintiff agrees to provide the Settlement  
26 Administrator with an executed IRS Form W-9 before the Service Award is issued. The  
27 Settlement Administrator shall issue appropriate tax forms to the Plaintiff for her  
28 payment. Plaintiff shall be solely and legally responsible for paying any and all

1 applicable taxes on her Service Award and shall hold naviHealth harmless from any  
2 claim or liability for taxes, penalties, or interest arising as a result of Plaintiff's failure  
3 to pay her tax liability for the Service Award. The Service Award shall be in addition  
4 to Plaintiff's Individual Settlement Payment, which she shall receive as a Class  
5 Member. In the event that the Court awards less than the full amount requested for  
6 Plaintiff's Service Award, the un-awarded amount will be made available for  
7 distribution as part of the Net Distribution Fund (defined above) and distributed to  
8 Participating Class Members. Plaintiff shall not have the right to revoke her agreement  
9 to the Settlement on the grounds the Court does not approve any or all of the requested  
10 Service Award.

11           4.1.4 PAGA Award. The Settlement Administrator shall pay the PAGA  
12 Award (\$80,000) from the Total Settlement Amount and distribute the PAGA Award  
13 within forty-five (45) calendar days following the Effective Date of the Settlement.  
14 Specifically, within forty-five (45) calendar days following the Effective Date, the  
15 Settlement Administrator shall prepare and mail a check payable to the California Labor  
16 & Workforce Development Agency for seventy-five percent (75%) of the PAGA  
17 Award or Sixty Thousand Dollars (\$60,000). The remaining twenty-five percent (25%)  
18 or Twenty Thousand Dollars (\$20,000) of the PAGA Award shall be included within  
19 the Total Settlement Amount for distribution to Class Members as part of the penalties  
20 component of the Individual Settlement Payments.

21           4.1.5 Individual Settlement Payments. The Settlement Administrator shall  
22 pay the Individual Settlement Payments from the Total Settlement Amount and will  
23 mail them by First Class U.S. Mail to Class Members' last known mailing address  
24 within fifteen (15) calendar days following the date when the Settlement is funded as  
25 specified in Paragraph 10.1.2 below. Checks issued to Class Members shall remain  
26 valid and negotiable for one hundred and twenty (120) calendar days from the date of  
27 their issuance and then shall become void on the 121st day after mailing, *i.e.*, the Void  
28 Date. The Parties agree that any unclaimed funds in the Settlement Fund Account as a

1 result of the failure to cash Individual Settlement Payment checks by the Void Date  
2 shall be transmitted by the Settlement Administrator to the State of California  
3 Controller's Office, Unclaimed Property Fund along with the identity of the Class  
4 Member to whom the funds belong or be sent to a mutually-agreeable, Court-approved  
5 *cy pres* recipient.

6 4.1.5.1 Individual Settlement Payment Calculation for  
7 Participating Class Members: Individual Settlement Payments to Participating Class  
8 Members are the individual payments that all Participating Class Members will receive  
9 from the Net Distribution Fund after the Court issues the Final Approval Order and the  
10 Settlement becomes final and binding (*i.e.*, the Effective Date (defined above) is  
11 reached). As defined above, the Net Distribution Fund will consist of the Total  
12 Settlement Amount minus the amounts the Court awards for the (1) the Class Counsel  
13 Fees Award (up to \$670,000), (2) the Class Counsel Costs Award (up to \$30,000), (3)  
14 the Plaintiff's Service Award (up to \$12,000), (4) the 75% of the PAGA Award to be  
15 paid to the LWDA (\$60,000); and (5) Settlement Administration Costs (up to \$20,000).  
16 The amount that Participating Class Members will receive will be determined by  
17 converting the Net Distribution Fund into a Per Workweek Value. The Per Workweek  
18 Value will be established by dividing the Net Distribution Fund by the number of  
19 workweeks worked by Participating Class Members in California during the Class  
20 Period (*i.e.*, from May 15, 2015 to June 24, 2020). Participating Class Members'  
21 number of workweeks worked will be determined exclusively based on their  
22 payroll/time data in naviHealth's records, subject to a reconciliation procedure  
23 facilitated by the Settlement Administrator should a Class Member have documentation  
24 showing naviHealth's records are incorrect. The Individual Settlement Payment for  
25 each Participating Class Member will be determined by multiplying the Per Workweek  
26 Value by the number of workweeks the Participating Class Member worked during the  
27 Class Period in California.

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1                   4.1.5.2 Tax Treatment of Individual Settlement Payments. Each  
2 Individual Settlement Payment shall be allocated between taxable and non-taxable  
3 consideration as follows: fifty percent (50%) will be allocated to alleged unpaid wages  
4 for which an IRS Form W-2 will issue, and fifty percent (50%) will be allocated to  
5 alleged penalties and alleged interest for which an IRS Form 1099 will issue. The  
6 Settlement Administrator will be responsible for calculating the employee-side taxes  
7 owed on the wage portion of each Class Member's Individual Settlement Payment and  
8 paying these amounts to the appropriate state and federal agencies, within the timing  
9 required by applicable state and/or federal law. The Parties make no representations as  
10 to the tax treatment or legal effect of the payments called for in this Settlement  
11 Agreement and Class Members are not relying on any statement or representation by  
12 the Parties or their counsel in this regard. Class Members will be solely responsible for  
13 the payment of any taxes and penalties assessed on the payments described herein.

14 **5. RELEASES.**

15           5.1 Class Members' Release. As of the Effective Date, Participating Class  
16 Members will release the Released Parties from the Class Member Released Claims for  
17 the period from May 15, 2015 through June 24, 2020. Participating Class Members  
18 agree not to sue or otherwise make a claim against any of the Released Parties that seeks  
19 recovery for any of the Class Member Released Claims. It is the intent of the Parties  
20 that the Final Approval Order entered by the Court shall have full *res judicata* effect  
21 and be final and binding upon Participating Class Members regarding the Class Member  
22 Released Claims.

23           5.2 Plaintiff Jill Bentley's Complete and General Release. In consideration for  
24 the promises and payments set forth in this Settlement Agreement, to which Plaintiff is  
25 otherwise not entitled, Plaintiff agrees to provide a Complete and General Release  
26 (defined above) and a 1542 Waiver to the Released Parties.

27           Plaintiff does not waive any right to file an administrative charge with the Equal  
28 Employment Opportunity Commission ("EEOC") or the National Labor Relations

1 Board (“NLRB”), subject to the condition that Plaintiff agrees not to seek, or in any  
2 way obtain or accept, any monetary award, recovery or settlement therefrom and agrees  
3 that she understands that such limitation does not in any way restrict her ability to file  
4 and pursue such charge consistent with the confidentiality obligations set forth in this  
5 Settlement Agreement. Plaintiff also does not waive any rights with respect to, or  
6 release Released Parties from, any claims for California Workers’ Compensation  
7 benefits (except that Plaintiff hereby releases and waives any claims that, as a result of  
8 her separation of employment, she is entitled to additional benefits or payments).  
9 Further, Plaintiff does not release any claim for unemployment compensation benefits.  
10 Finally, Plaintiff does not release any claim that cannot be released by private contract,  
11 or for breach of the terms of the Settlement Agreement between Plaintiff and Defendant.

12           5.2.1 No Pending or Future Lawsuits by Plaintiff. Other than this  
13 Action, Plaintiff represents that she does not have any pending lawsuits, administrative  
14 complaints or charges against Defendant or the Released Parties in any local, state, or  
15 federal court or administrative agency. Plaintiff further acknowledges that all claims  
16 raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement  
17 Agreement and the Court’s Final Approval Order. Plaintiff also represents that she will  
18 not bring any action in the future in which Plaintiff seeks to recover any damages from  
19 Defendant or the Released Parties relating to or arising from Plaintiff’s employment  
20 with or separation from Defendant, other than an action to enforce Plaintiff’s rights  
21 under this Settlement Agreement.

22 **6. PROCESS FOR SEEKING PRELIMINARY APPROVAL OF THE SETTLEMENT.**

23           6.1 Motion for Preliminary Approval. As soon as practicable after execution  
24 of this Settlement Agreement, Plaintiff will submit this Settlement Agreement to the  
25 Court for Preliminary Approval, asking the Court to issue a Preliminary Approval Order  
26 approving the Settlement and substantially in the form attached as **Exhibit C**.  
27 Plaintiff’s submission will include this Settlement Agreement, including **Exhibits A-C**,  
28 and any motions, memoranda and evidence as may be necessary for the Court to

1 determine that this Settlement Agreement is fair, adequate and reasonable.

2       6.2    LWDA Notice. Pursuant to California Labor Code section 2699(l), Class  
3 Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently  
4 with Class Counsel's filing of the motion for Preliminary Approval. Class Counsel will  
5 also file a declaration in support of Plaintiff's motion for Preliminary Approval  
6 confirming that Class Counsel has submitted the Settlement Agreement to the LWDA  
7 in compliance with California Labor Code section 2699(l). The Parties intend to and  
8 believe that the notice pursuant to the procedures described in this Paragraph complies  
9 with the requirements of the PAGA, and the Parties will request that the Court  
10 adjudicate the validity of the notice in the motion for Final Approval of the Settlement.

11   7.       **SETTLEMENT NOTICE PROCEDURES.**

12       7.1    Class Information. No more than thirty (30) calendar days after entry of  
13 the Preliminary Approval Order, Defendant shall provide the Settlement Administrator  
14 with the Class Information for purposes of mailing the Notice of Settlement to Class  
15 Members.

16       7.2    Notice by First Class U.S. Mail. Upon receipt of the Class Information,  
17 the Settlement Administrator will conduct a national change of address search and a  
18 single skip trace for the most current address of all former employee Class Members  
19 and will update such addresses as necessary. Fourteen (14) calendar days after receipt  
20 of the Class Information, the Settlement Administrator shall mail the Notice of  
21 Settlement (**Exhibit A**) to all Class Members by First Class U.S. Mail. The address  
22 identified by the Settlement Administrator as the current mailing address shall be  
23 presumed to be the best mailing address for each Class Member.

24       7.3    Undeliverable Notices. Any Notice of Settlement returned to the  
25 Settlement Administrator as non-deliverable on or before a date seven (7) calendar days  
26 before the Response Deadline shall be re-mailed to the forwarding address affixed  
27 thereto. If no forwarding address is provided, the Settlement Administrator shall have  
28 no further obligation to mail the Notice of Settlement to a Class Member. Class

1 Members to whom the Notice of Settlement is resent shall have fourteen (14) calendar  
2 days thereafter or until the Response Deadline has expired, whichever is later, to mail  
3 the Request for Exclusion or Notice of Objection to the Settlement Administrator. The  
4 date of the postmark on the return envelope shall be the exclusive means used to  
5 determine whether a Class Member has timely mailed his/her Request for Exclusion or  
6 Notice of Objection on or before the relevant deadline. If a Class Member's Notice of  
7 Settlement is returned to the Settlement Administrator more than once as non-  
8 deliverable, then an additional Notice of Settlement shall not be re-mailed. If, for any  
9 reason, a Notice of Settlement is non-deliverable, the Settlement Administrator will not  
10 mail an Individual Settlement Payment to a Class Member. Rather, the Settlement  
11 Administrator will hold the Individual Settlement Payment until the Void Date, at which  
12 time the funds shall be delivered to the California State Controller's Office's Unclaimed  
13 Property Division along with the identity of the Class Member to whom the funds  
14 belong or a mutually-agreeable, court-approved *cy pres* recipient as agreed upon by the  
15 Parties.

16       7.4 Notice Satisfies Due Process. Compliance with the notice procedures  
17 specified in this Settlement Agreement shall constitute due and sufficient notice to Class  
18 Members of this Settlement and shall satisfy the requirements of due process. Nothing  
19 else shall be required of, or done by, the Parties, Class Counsel or Defense Counsel to  
20 provide notice of the proposed Settlement. In the event the procedures in this Settlement  
21 Agreement are followed and the intended recipient of a Notice of Settlement still does  
22 not receive the Notice, the intended recipient shall remain a Class Member and will be  
23 bound by all terms of the Settlement and any Final Approval Order entered by the Court  
24 if the Settlement becomes effective. It will be conclusively presumed that, if an  
25 envelope has not been returned undeliverable within fifty-five (55) days of the mailing  
26 date of the Class Notice to the Class Member, the Class Member received the Notice of  
27 Settlement.

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1     **8. PROCEDURES FOR OPTING OUT AND OBJECTING.**

2             8.1     Requests for Exclusion (Opt-Outs). The Notice of Settlement shall state  
3     that Class Members who wish to exclude themselves from the Class must submit a  
4     written Request for Exclusion to the Settlement Administrator by the Response  
5     Deadline. To be valid, the Request for Exclusion: (1) must contain the full name,  
6     address, and last four digits of the social security number of the person requesting  
7     exclusion; (2) must be hand signed by the person requesting exclusion; and (3) must  
8     state in substance: “I wish to exclude myself from the Class in the *Jill Bentley v.*  
9     *naviHealth Inc.* Action. I understand that by requesting to be excluded from the Class,  
10    I will receive no money from the Settlement.” If the Request for Exclusion does not  
11    contain the information listed in (1)-(3) or is not postmarked by the Response Deadline  
12    and returned to the Settlement Administrator at the specified address, it will not be  
13    deemed a timely and valid Request for Exclusion from the Class. The date of the  
14    postmark on the return mailing envelope shall be the exclusive means used to determine  
15    whether a Request for Exclusion has been timely submitted. Any Class Member who  
16    submits a timely and valid Request for Exclusion from the Class will not be entitled to  
17    any monetary recovery under the Settlement and will not be bound by the terms of the  
18    Settlement as it relates to the Class Member Released Claims. Any Class Member who  
19    submits a timely and valid Request for Exclusion will not have any right to object,  
20    appeal, or comment on the Settlement. Class Members who fail to submit a timely and  
21    valid Request for Exclusion on or before the Response Deadline shall be members of  
22    the Class and will be bound by all terms of the Settlement and the Final Approval Order  
23    entered in this Action. No later than fourteen (14) calendar days after the Response  
24    Deadline, the Settlement Administrator shall provide Defense Counsel with a complete  
25    list of all Class Members who have submitted timely and valid Requests for Exclusion,  
26    including their name and social security number. The Settlement Administrator shall  
27    provide Class Counsel with a summary report that includes only the number of Requests  
28    for Exclusion received by the Settlement Administrator.

1           8.2   Notices of Objections. The Notice of Settlement shall state that Class  
2 Members who wish to object to the Settlement must submit a written Notice of  
3 Objection to the Settlement Administrator by the Response Deadline. To be valid, the  
4 Notice of Objection: (1) must contain the full name, address, and last four digits of the  
5 social security number of the Class Member; (2) must be hand signed by the Class  
6 Member; and (3) state the case name and number, *i.e.*, *Jill Kathleen Bentley v.*  
7 *naviHealth Inc.*, Case No. 3:19-cv-01298-JLS-WVG, the basis for the objection, and if  
8 the Class Member intends to appear at the Final Approval Hearing. If the Notice of  
9 Objection does not contain the information listed in (1)-(3) or is not filed or postmarked  
10 by the Response Deadline and returned to the Court at the specified address, it will not  
11 be deemed a timely and valid Notice of Objection to this Settlement. The date of the  
12 postmark on the return mailing envelope shall be the exclusive means used to determine  
13 whether a Notice of Objection has been timely submitted. Class Members who fail to  
14 submit a timely and valid Notice of Objection shall be deemed to have waived any  
15 objections and shall be foreclosed from making any objections to the Settlement. Class  
16 Members who submit a timely and valid Notice of Objection will have a right to appear  
17 at the Final Approval Hearing to have their objections heard by the Court.

18           8.3   No Solicitation of Exclusions or Objections. The Parties agree to use their  
19 best efforts to carry out the terms of this Settlement. At no time shall any of the Parties  
20 or their counsel seek to solicit or otherwise encourage Class Members to submit a  
21 Notice of Objection to or Request for Exclusion from the Settlement or to appeal from  
22 the Court's Final Approval Order. Class Counsel shall not represent Class Members  
23 with respect to any objections or appeals to this Settlement.

24           8.4   Option to Terminate Settlement. Defendant, at its sole discretion, shall  
25 have the right, but not the obligation, to revoke the Settlement if ten percent (10%) or  
26 more of the total number of Class Members timely submit a Request for Exclusion.  
27 Defendant shall exercise its revocation rights, if at all, within Twenty-One (21) calendar  
28 days of the Response Deadline by providing written notice to Class Counsel. If

1 Defendant exercises a right to void the Settlement pursuant to this Paragraph, this  
2 Agreement and any related settlement documents shall be null and void, and any class  
3 certified for settlement purposes will be vacated. In such an event, neither this  
4 Agreement, related settlement documents, nor the negotiations leading to the Settlement  
5 may be used as evidence for any purpose, and naviHealth shall retain the right to  
6 challenge all claims and allegations in the action, to assert all applicable defenses, and  
7 to dispute the propriety of class certification on all applicable grounds. In the event  
8 naviHealth revokes the Settlement, it shall be responsible for paying all settlement  
9 administration costs charged by the Settlement Administrator up to and through the date  
10 that this Settlement is revoked.

11 **9. FINAL APPROVAL PROCEDURES.**

12 9.1 Settlement Administrator Declaration in Support of Final Approval. No  
13 fewer than thirty (30) calendar days prior to the Final Approval Hearing, the Settlement  
14 Administrator shall provide the Parties with a declaration of due diligence detailing the  
15 actions taken by the Settlement Administrator to administer the Settlement to date, proof  
16 of mailing with regard to the mailing of the Notice of Settlement, all attempts to locate  
17 Class Members, and detailing all incurred and anticipated Settlement Administration  
18 Costs. Class Counsel shall be responsible for working with the Administrator to timely  
19 submit the declaration of due diligence to the Court.

20 9.2 Motion for Final Approval. As soon as practicable after the Response  
21 Deadline, Plaintiff will file a motion for Final Approval, asking the Court to issue a  
22 Final Approval Order substantially in the form attached as **Exhibit C**. Plaintiff's  
23 submission will include any motions, memoranda and evidence as may be necessary for  
24 the Court to determine that this Settlement Agreement is fair, adequate and reasonable.

25 9.3 Final Approval Hearing. No earlier than thirty (30) calendar days after the  
26 Response Deadline, the Court shall hold the Final Approval Hearing, where objections,  
27 if any, may be heard and the Court shall determine whether the Settlement should be  
28 finally approved, and if so, the amounts payable for: (1) Class Counsel Fees Award; (2)

1 the Class Counsel Costs Award; (3) Plaintiff's Service Award; (4) PAGA Award; (5)  
2 Individual Settlement Payment; and (6) Settlement Administration Costs.

3 9.4 Entry of Final Approval Order. If the Court approves this Settlement at  
4 the Final Approval Hearing, the Parties shall request that the Court enter a Final  
5 Approval Order, substantially in the form of **Exhibit C**. After thus granting final  
6 approval of the Settlement and entering judgment, the Court shall retain jurisdiction  
7 over the Parties to enforce and implement the terms of the judgment.

8 **10. ADMINISTERING THE SETTLEMENT.**

9 10.1 Funding and Allocation of Settlement.

10 10.1.1 Settlement Accounting. No more than fifteen (15) calendar days  
11 after the Final Approval Order, the Settlement Administrator will provide the Parties  
12 with an accounting of all anticipated payments from the Settlement Fund Account,  
13 including: (1) the total amount of Individual Settlement Payments and employee-side  
14 taxes thereon; (2) the PAGA Award; (3) Plaintiff's Service Award; (4) the Class  
15 Counsel Fees Award; (5) the Class Counsel Costs Award; and (6) Settlement  
16 Administration Costs, all as specified in this Settlement Agreement and approved by  
17 the Court.

18 10.1.2 Funding the Settlement. Within thirty (30) calendar days following  
19 the Effective Date of the Settlement, naviHealth shall fund the Settlement by providing  
20 the Total Settlement Amount to the Settlement Administrator. The Settlement  
21 Administrator shall deposit the funds in the Settlement Fund Account and will disburse  
22 the funds in the manner and at the times set forth in this Settlement Agreement.

23 10.2 No Effect on Employee Benefits. Amounts paid to Plaintiff or other Class  
24 Members pursuant to this Settlement Agreement do not count as earnings or  
25 compensation for purposes of any benefits (*e.g.*, 401(k) plans or retirement plans)  
26 sponsored by naviHealth.

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1 **11. MISCELLANEOUS PROVISIONS.**

2 11.1 No Admission of Liability. Defendant specifically denies all of the  
3 allegations in the original, amended and/or operative Complaints in the Action.  
4 Defendant further denies the allegations that the Class Members were harmed by the  
5 conduct alleged in the Action. This Settlement Agreement is a compromise of such  
6 disputed Claims. Nothing contained in this Settlement Agreement and no documents  
7 referred to herein and no action taken to carry out this Settlement Agreement may be  
8 construed or used as an admission by or against Defendant or any of the Released Parties  
9 of any fault, wrongdoing, or liability whatsoever.

10 11.2 Nullification of Settlement Agreement. In the event: (1) the Court does  
11 not enter the Preliminary Approval Order substantially in the form attached hereto as  
12 **Exhibit B**; (2) the Court does not enter a Final Approval Order substantially in the form  
13 attached hereto as **Exhibit C**; or (3) the Settlement does not become final and binding  
14 for any reason other than that set forth in Paragraph 8.4 (Option to Terminate  
15 Settlement), this Settlement Agreement shall be null and void and any order entered by  
16 the Court in furtherance of this Settlement shall be treated as void from the beginning.  
17 In such case, any funds to be awarded under this Settlement shall be returned to their  
18 respective statuses as of the date and time immediately prior to the execution of this  
19 Settlement Agreement and the Parties shall proceed in all respects as if this Settlement  
20 Agreement had not been executed, except that any Settlement Administration Costs  
21 already incurred by the Settlement Administrator shall be paid by the Parties in equal  
22 shares. In the event an appeal is filed from the Court's Final Approval Order or from  
23 an order rejecting any motion to intervene, or any other appellate review is sought,  
24 Settlement administration shall be stayed pending final resolution of the appeal and  
25 naviHealth will not be required to fund this Settlement until and unless the Effective  
26 Date is reached.

27 11.3 Exhibits and Headings. The terms of this Settlement Agreement include  
28 the terms set forth in the **Exhibits A-C** attached, which are incorporated by this

1 reference as though fully set forth herein. All **Exhibits A-C** to this Settlement  
2 Agreement are an integral part of the Settlement. The descriptive headings of any  
3 paragraphs or sections of this Settlement Agreement are inserted for convenience only  
4 and do not constitute a part of this Settlement Agreement.

5 11.4 Amendment or Modification. This Settlement Agreement may be  
6 amended or modified only by a written instrument signed by Defense Counsel and Class  
7 Counsel or their successors-in-interest.

8 11.5 Entire Agreement. This Settlement Agreement and the attached **Exhibits**  
9 **A-C** constitute the entire agreement among the Parties, and no oral or written  
10 representations, warranties or inducements have been made to any Party concerning this  
11 Settlement Agreement or its **Exhibits A-C** other than the representations, warranties  
12 and covenants contained and memorialized in the Settlement Agreement and its  
13 **Exhibits A-C**.

14 11.6 Authorization to Enter Into Settlement Agreement. Defense Counsel and  
15 Class Counsel warrant and represent they are expressly authorized by the Parties whom  
16 they represent to negotiate this Settlement Agreement and to take all appropriate actions  
17 required or permitted to be taken by such Parties pursuant to this Settlement Agreement  
18 to effectuate its terms. The person signing this Settlement Agreement on behalf of  
19 naviHealth represents and warrants that s/he is authorized to sign this Settlement  
20 Agreement on behalf of naviHealth. Plaintiff represents and warrants that she is  
21 authorized to sign this Settlement Agreement and that she has not assigned any Claim  
22 covered by this Settlement to a third-party. The Parties and their counsel agree to  
23 cooperate with each other fully and to use their best efforts to effect the implementation  
24 of the Settlement. Such cooperation includes, but is not limited to, execution of such  
25 other documents and the taking of such other actions as may be reasonably necessary  
26 to fulfill the terms of this Settlement. In the event the Parties are unable to reach  
27 agreement on the form or content of any document needed to implement the Settlement  
28 or on any supplemental provisions that may become necessary to effectuate the terms

1 of this Settlement, the Parties may seek the assistance of the Court to resolve such  
2 disagreement.

3 11.7 Binding On Successors and Assigns. This Settlement Agreement shall be  
4 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto,  
5 as previously defined.

6 11.8 California Law Governs. All terms of this Settlement Agreement and the  
7 **Exhibits A-C** hereto shall be governed by and interpreted according to the laws of the  
8 State of California.

9 11.9 Participation in Drafting Settlement Agreement. The Settlement shall not  
10 be construed in favor of or against any of the Parties by reason of their participation in  
11 the drafting of this Settlement Agreement.

12 11.10 Invalidity of Any Provision. Before declaring any provision of this  
13 Settlement Agreement invalid, the Court shall first attempt to construe the provisions  
14 valid to the fullest extent possible consistent with applicable precedent so as to define  
15 all provisions of this Settlement Agreement valid and enforceable.

16 11.11 Publicity. Plaintiff and Class Counsel agree to discuss the terms of this  
17 Settlement only in declarations submitted to a court or court hearings to establish  
18 Plaintiff's adequacy to serve as a class representative in this case, in declarations  
19 submitted to a court in support of a motion for attorneys' fees in this case, and in  
20 discussions with Class Members in the context of administering this Settlement.  
21 Subsequent to preliminary approval, Class Counsel may also list this case as a case in  
22 which they were certified as class counsel, as long as the representation by Class  
23 Counsel includes a statement that the certification was sought as the result of a  
24 negotiated settlement between the parties, in declarations submitted in other  
25 proceedings for the purposes of establishing their adequacy as class counsel. Plaintiff  
26 and Class Counsel agree not to otherwise publicize this Settlement, including, but not  
27 limited to, issuing press releases, posting summaries online, or otherwise speaking to  
28 the press regarding the terms of this Settlement. If Plaintiff or Class Counsel are

1 contacted by members of the press, they will respond only that the lawsuit exists and  
2 has been resolved.

3 11.12 Notices. Unless otherwise specifically provided, all notices, demands or  
4 other communications in connection with this Settlement Agreement shall be: (1) in  
5 writing; (2) deemed given on the third business day after mailing; and (3) sent via  
6 United States registered or certified mail, return receipt requested, addressed as follows:

| To Plaintiff:                                                                                                                                                                                                                                                | To Defendant:                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p data-bbox="267 640 722 772">MESERVY LAW, P.C.<br/>LONDON D. MESERVY<br/>401 West A Street, Suite 1712<br/>San Diego, CA 92101</p> <p data-bbox="267 800 630 932">DENTE LAW, P.C.<br/>MATTHEW S. DENTE<br/>5040 Shoreham Place<br/>San Diego, CA 92122</p> | <p data-bbox="906 640 1377 806">JENNIFER ROBINSON<br/>STACEY JAMES<br/>LITTLER MENDELSON, P.C.<br/>501 W. Broadway, Suite 900<br/>San Diego, CA 92101</p> |

14 11.13 Execution by Class Members. It is agreed that it is impossible or  
15 impractical to have each Class Member execute this Settlement Agreement. The Notice  
16 of Settlement will therefore advise all Class Members of the binding nature of the  
17 Settlement and its Released Claims, which release shall have the same force and effect  
18 as if each Class Member executed this Settlement Agreement individually (excepting  
19 only those Class Members who return a timely and valid Request for Exclusion).

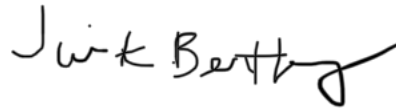
20 11.14 Execution by Plaintiff. Plaintiff, by signing this Settlement Agreement, is  
21 bound by the terms herein and further agrees not to submit any Request for Exclusion  
22 from or Notice of Objection to the Settlement. Any such Request for Exclusion or  
23 Notice of Objection shall therefore be void and of no force or effect. Electronic  
24 signatures (e.g., Docu-signed signatures) shall not be used to execute this Settlement  
25 Agreement; rather, actual ink signatures shall be used to execute this Settlement  
26 Agreement.

27 11.15 Counterparts. This Settlement Agreement shall become effective upon its  
28 execution by all of the undersigned. Plaintiff, Class Counsel, naviHealth, and Defense

Counsel may execute this Settlement Agreement in counterparts, which shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement Agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

IT IS SO AGREED:

Dated: 07/16/2020, 2020



Jill Kathleen Bentley  
PLAINTIFF

SEE NEXT PAGE

Dated: \_\_\_\_\_, 2020

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DEFENDANT NAVIHEALTH, INC.

Approved as to form and content:

Dated: July 16, 2020

Respectfully submitted,



~~LONDON D. MESERVY~~  
MATTHEW S. DENTE  
Attorneys for Plaintiff  
JILL KATHLEEN BENTLEY

Dated: July 21, 2020

Respectfully submitted,



JENNIFER B. ROBINSON  
STACEY E. JAMES  
LITTLER MENDELSON, P.C.  
Attorneys for Defendant  
NAVIHEALTH, INC.

Counsel may execute this Settlement Agreement in counterparts, which shall have the same force and effect as if each had signed the same instrument. Copies of the executed Settlement Agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

IT IS SO AGREED:

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Jill Kathleen Bentley  
PLAINTIFF

Dated: 7.21\_\_\_\_\_, 2020

By: Sarah Henry Akin  
Name: Sarah Henry Akin\_\_\_\_\_  
Title: Legal Counsel\_\_\_\_\_  
DEFENDANT NAVIHEALTH, INC.

Approved as to form and content:

Dated: \_\_\_\_\_, 2020

Respectfully submitted,

\_\_\_\_\_  
LONDON D. MESERVY  
MATTHEW S. DENTE  
Attorneys for Plaintiff  
JILL KATHLEEN BENTLEY

Dated: \_\_\_\_\_, 2020

Respectfully submitted,

\_\_\_\_\_  
JENNIFER B. ROBINSON  
STACEY E. JAMES  
LITTLER MENDELSON, P.C.  
Attorneys for Defendant  
NAVIHEALTH, INC.

## **EXHIBIT A**

**NOTICE OF CLASS, COLLECTIVE, AND REPRESENTATIVE ACTION  
SETTLEMENT**

This is a Notice of Settlement for the Class, Collective, and Representative Action titled:

***Jill Bentley, v. naviHealth, Inc.***  
U.S. District Court, Southern District of California  
Case No. 3:19-cv-01298-JLS-WVG

To: All Care Management Employees employed by naviHealth, Inc. in the State of California from May 15, 2015 through June 24, 2020 who have not previously signed a complete and general release of all claims against naviHealth.

Please read this notice carefully – it provides important information about your legal rights and obligations under an agreement to settle a class, collective, and representative action lawsuit.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                                                                             |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| INCLUDE THE FOLLOWING:                           |                                                                                                                                                                                             |
| <b>DO NOTHING</b>                                | You will receive a payment from the Settlement and you will release certain claims covered by the Settlement against the Released Parties (defined below).                                  |
| <b>EXCLUDE YOURSELF</b>                          | Receive no payment of the Settlement and retain any and all rights you may have against the Released Parties                                                                                |
| <b>OBJECT</b>                                    | Write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. |

Pursuant to the terms of the Settlement, the Parties estimate your individual settlement payment will be **\$ [REDACTED]**. The actual amount of your settlement award could be more or less than this estimated amount, depending on a number of factors, including the number of individuals who choose to opt out of the settlement and the award of costs and attorneys' fees associated with the settlement. This Notice is to advise you of your rights, how you can participate in this settlement or how you can request to be excluded from the

**settlement, if you so choose. You have a right to participate in this settlement without fear of retaliation by naviHealth.**

### **WHY IT IS IMPORTANT TO READ THIS NOTICE**

Hon. Janis L. Sammartino of the U.S. District Court, Southern District of California (the “Court”) has preliminarily approved a class, collective, and representative action settlement (the “Settlement”) of all claims that were or could have been asserted based on the facts alleged in the lawsuit titled *Jill Bentley, et al. v. Navihealth, Inc.*, U.S. District Court, Southern District of California Case No. 3:19-cv-01298-JLS-WVG (the “Action”).

The Settlement affects any and all persons who are or were employed by naviHealth, Inc. (“naviHealth”) as “Care Management Employees” (which includes all employees occupying the various job titles categorized under naviHealth’s “Clinical” job family, including but not limited to the following job titles: Care Coordinator, including the job titles Lead Care Coordinator, Home Health Care Coordinator, Pre-Service Care Coordinator, Flex Team Pre-Service Care Coordinator, Lead Pre-Service Coordinator, Patient Care Coordinator, Inpatient Care Coordinator, Skilled Inpatient Care Coordinator, Skilled Inpatient and Transitional Care Coordinator, Centralized Care Coordinator, Transitional Care Coordinator, Telephonic Care Coordinator, Telephonic Care Coordinator Team Lead, Regional Care Coordinator, UM Care Coordinator, UM Team Lead, and Post-Acute Care Coordinator; Case Manager or Care Manager, including the job titles High Risk Case Manager, Telephonic High Risk Case Manager and Team Lead, Intensive Case Manager, Clinical Care Manager; Utilization Review Coordinator; and Appeals and Denials Coordinator, Denials Coordinator, Denials-Appeals Team Lead, Quality Improvement Organizational Appeals Coordinator) in the State of California from May 15, 2015 through June 24, 2020 and who have not previously signed a settlement or separation agreement that contained a general release of claims (the “Class Members”). Class Members consist of two classes:

- California Class Members: This includes all Class Members who have not previously signed a release covering the claims related to this Action.
- FLSA Class Members: This includes all Class Members who have not previously signed a release covering the claims related to this Action or as alleged in *Mae Barbee, et al. v. naviHealth, Inc.*, Case No. 3:19-cv-00119 putative class and collective action currently pending in the United States District Court, Middle District of Tennessee.

You have received this Notice of Settlement because naviHealth's records show that you are a Class Member.

This Notice of Settlement provides you with a description of the lawsuit, informs you of the key terms of the proposed Settlement, and discusses your rights and options under the Settlement. ***It is important that you read this Notice of Settlement carefully as your rights will be affected by the Settlement.***

## WHAT THIS ACTION AND SETTLEMENT IS ABOUT

A class, collective, and representative action is a lawsuit where one or more representative plaintiffs brings claims on behalf of many people to be decided in a single court proceeding.

Plaintiff Jill Bentley ("Bentley" or "Plaintiff") is a former naviHealth "Care Management Employee." Plaintiff Bentley filed this Action on May 15, 2019, alleging six causes of action under the California Labor Code: (1) failure to provide meal periods; (2) failure to provide rest periods; (3) failure to pay overtime wages; (4) failure to provide compliant itemized wage statements; (5) failure to pay all wages on separation; and (6) violation of California Business and Professions Code §§17200, *et seq.* Based on these primary claims, Plaintiff also filed an amended Complaint to add claims brought under the Fair Labor Standards Act ("FLSA") and the Private Attorney General Act ("PAGA"), California Labor Code § 2698 *et seq.*

naviHealth believes Plaintiff's claims are without merit and denies all of the allegations of wrongdoing and liability. naviHealth contends it has complied with the California Labor Code and all other applicable laws. naviHealth believes, however, that further litigation would be protracted, burdensome, expensive, and contrary to the best interests of the company and its employees. naviHealth has already devoted substantial time, energy, and resources to defending this litigation, and unless there is a settlement, that situation will continue. In light of this, naviHealth believes the Settlement is the best way to resolve the litigation while minimizing further burden and expenditures.

This Settlement is not an admission of any wrongdoing by naviHealth or an indication that naviHealth violated any law. The Court did not decide in favor of Plaintiff or naviHealth. There was no trial. Instead, both sides agreed to a no-fault resolution of the Action. The Settlement is intended to allow the Parties to avoid the costs of further litigation and a trial, while allowing Class Members to receive payments from the Settlement as specified below.

Plaintiff and her attorneys, who were preliminarily appointed as representatives for the Class, believe the Settlement is in the best interests of all Class Members.

## **THE TERMS OF THE SETTLEMENT**

### **I. Individual Settlement Payments**

Participating Class Members – i.e., all Class Members who do not submit a timely Request for Exclusion as explained in the “Option 2: Request Exclusion from the Settlement” section below – will receive an Individual Settlement Payment.

Individual Settlement Payment Calculation for Participating Class Members: Participating Class Members will receive individual settlement payments after the Court issues a Final Approval Order and the Settlement becomes final and binding with no possibility of an appeal or further appeal (i.e., the “Effective Date” of the Settlement is reached). The amount that Participating Class Members will receive will be determined by converting the Net Distribution Fund (as defined below) into a Per Workweek Value. The Per Workweek Value will be established by dividing the Net Distribution Fund by the number of workweeks worked by Participating Class Members in California during the Class Period (i.e., from May 15, 2015 to June 24, 2020). Participating Class Members' number of workweeks worked will be determined exclusively based on their payroll/time data in naviHealth's records, subject to a reconciliation procedure facilitated by the Settlement Administrator should a Class Member have documentation showing naviHealth's records are incorrect. The Individual Settlement Payment for each Participating Class Member will be determined by multiplying the Per Workweek Value by the number of workweeks the Participating Class Member worked during the Class Period in California.

### **II. The Total Settlement Amount and Distribution**

The total maximum value of the Settlement (i.e., the “Total Settlement Amount”) is Two Million and Ten Thousand Dollars (\$2,010,000.00), which is the maximum value naviHealth has and will provide in order to settle the Action. Under no circumstances will naviHealth be required to pay any amount in excess of the Total Settlement Amount in connection with this Settlement. If the settlement achieves approval, no portion of the Settlement will revert to naviHealth.

The Total Settlement Amount will be distributed as follows:

Class Counsel's Fees and Costs Award: Plaintiff's counsel ("Class Counsel") will request attorneys' fees of up to 33.33% of the Total Settlement Amount, or \$670,000 (the "Class Counsel Fees Award"), and litigation costs of up to \$30,000 (the "Class Counsel Costs Award"). All attorneys' fees or litigation costs will be paid from the Total Settlement Amount. The Class Counsel Fees and Costs Awards are subject to approval from the Court. Any attorneys' fees or litigation costs not awarded by the Court will be added to the Net Distribution Fund (defined below) and distributed to Class Members who do not opt out of this Settlement.

Plaintiff's Service Award: Plaintiff Bentley will request a Service Award (i.e., payment for service as a named Plaintiff and in consideration of her agreeing to a general release of claims) in an amount not to exceed \$12,000. The requested Service Award is subject to approval from the Court and will be paid from the Total Settlement Amount. Any Service Award not awarded by the Court will be added to the Net Distribution Fund (defined below) and distributed to Class Members who do not opt out of this Settlement.

PAGA Award: The Parties have allocated \$80,000 from the Total Settlement Amount to PAGA penalties (i.e., the "PAGA Award") in consideration of the release of the PAGA claim alleged in the Action. Seventy-five percent (75%) of the PAGA Award (\$60,000) will be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent (25%) of the PAGA Award (\$20,000) will remain in the Total Settlement Amount and will be considered part of the amount allocated to penalties in the Individual Settlement Payments (described above).

Costs of Administration: The Court has approved Simpluris (the "Settlement Administrator") to administer this Settlement. The Court has preliminarily approved Settlement Administration Costs not to exceed \$20,000. The cost of administration will be paid entirely from the Total Settlement Amount. Any Settlement Administration Costs not incurred by the Settlement Administrator or awarded by the Court will be added to the Net Distribution Fund (defined below) and will be distributed to Class Members who do not opt out of this Settlement.

Net Distribution Fund: The Net Distribution Fund is the Total Settlement Amount (i.e., \$2,010,000), less the amounts allotted to: (1) the Class Counsel Fees Award (up to \$670,000), (2) the Class Counsel Costs Award (up to \$30,000), (3) the Service Award for Plaintiff (up to \$12,000), (4) the 75% of the PAGA Award to be paid to the LWDA (\$60,000); and (5) Settlement Administration Costs (up to \$20,000). Individual Settlement Payments for Participating Class Members (defined above)

and payments for employee-side taxes for the wage component of Individual Settlement Payments will be paid out of the Net Distribution Fund.

Tax Issues: Each Individual Settlement Payment will be apportioned as follows: 50% as wages and 50% as penalties and interest. The wage portion of Individual Settlement Payments will be subject to employee tax withholdings.

Uncashed Checks: All Participating Class Members will receive an Individual Settlement Payment based on the calculations detailed above, without needing to make a claim. Checks must be cashed within 120 days. On the 121st day, checks are void and uncashed funds will be delivered to the California State Controller's Office's Unclaimed Property Division along with the identity of the Class Member to whom the funds belong or a mutually-agreeable, court-approved *cy pres* recipient as agreed upon by the Parties.

### III. Release of Claims by Participating Class Members

Unless you request to be excluded from the Settlement, you will be unable to sue, continue to sue or be a part of any other lawsuit against naviHealth and other Released Parties (defined below) regarding the "Class Member Released Claims" in this Settlement. Further information about, and the definition of, the Class Member Released Claims is provided below.

#### A. Released Parties

As of the Effective Date (as defined in the Settlement Agreement), any Class Member who has not excluded herself/himself from the Settlement will release naviHealth Inc., and its subsidiaries, affiliates and/or parents, including but not limited to UnitedHealth Group Incorporated; its attorneys, and its respective successors and predecessors in interest; all of its respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries and agents; and each of its past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers ("Released Parties") from the Class Member Released Claims (defined below).

## **B. Releases**

### Class Member Released Claims:

The Class Member Released Claims all claims for wages, debts, liabilities, demands, obligations, guarantees, statutory and civil penalties, damages, interest, attorneys' fees, costs, and/or other amounts or relief recoverable under state, local or federal law that Plaintiff asserted or could have asserted in the Action – on behalf of herself, the State of California, the putative Class Members and the Allegedly Aggrieved Employees – based on the facts alleged in Plaintiff's original and First Amended Complaints, including without limitation all claims arising out of any alleged failure to pay all minimum and overtime wages, failure to provide accurate itemized wage statements, failure to timely pay all wages due at separation, failure to provide meal and rest periods, violation of California Business & Professions Code sections 17200 *et seq.* based on the foregoing Labor Code violations, any and all claims brought under the Fair Labor Standards Act ("FLSA") for failure to pay minimum wage and/or overtime, and any and all related claims for penalties, including without limitation penalties under the Private Attorney General Act of 2004 ("PAGA"), California Labor Code § 2698 *et seq.*, for California Labor Code violations that were or that could have been alleged in the Action based on the facts alleged in Plaintiff's original and First Amended Complaints. "Claims" include all claims - whether arising at law, in contract or in equity, and whether for economic or non-economic damages, restitution, injunctive relief, penalties or liquidated damages - that were alleged or could have been alleged in the Action based on the facts alleged in Plaintiff's original and First Amended Complaints. "Claims" also include all claims that Plaintiff and/or the Participating Class Members may have against the Released Parties (defined below) relating to (i) the taxation and allocation of attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement and (ii) the taxation and allocation of Plaintiff's Service Award pursuant to this Settlement Agreement.

Class Members who do not opt out (i.e., submit a timely Request for Exclusion as explained below) will release the Class Member Released Claims for the time period from May 15, 2015 through June 24, 2020.

### Plaintiff Bentley's Complete and General Release:

Plaintiff Bentley is agreeing to a Complete and General Release of all claims and a 1542 Waiver to the Released Parties as part of this Settlement and as consideration for the Service Award specified above.

## **YOUR OPTIONS REGARDING THIS SETTLEMENT**

### **I. First Option: Do Nothing and Receive an Individual Settlement Payment if the Settlement Becomes Final and Binding**

You do not need to do anything to participate in this Settlement. If the Settlement becomes binding and you do nothing, you will receive an Individual Settlement Payment. The amount of the Individual Settlement Payment will be calculated based on the applicable Individual Settlement Payment calculation described above. If you do nothing, you will also be bound by the Settlement and you will be releasing all claims related to the allegations in the Action as explained in the “Release of Claims by Participating Class Members” section above.

### **II. Second Option: Request Exclusion from the Settlement**

If you do not wish to participate in the Settlement for any reason, you must submit a written letter, called a “Request for Exclusion,” to the Settlement Administrator.

To be valid, the Request for Exclusion: (1) must contain the full name, address, and last four digits of the social security number of the person requesting exclusion; (2) must be hand signed by the person requesting exclusion; and (3) must state in substance:

“I wish to exclude myself from the Settlement in the action titled *Jill Bentley, et al. v. Navihealth Inc.*, pending in the U.S. District Court, Southern District of California Case No. 3:19-cv-01298-JLS-WVG. I understand that by requesting to be excluded, I will receive no money from the Settlement.”

**To be timely, the Request for Exclusion must be postmarked and mailed to the Settlement Administrator at the address below on or before [Date] (the “Response Deadline”). Requests for Exclusion postmarked after this date may be disregarded.**

*Bentley v. Navihealth Inc.* Action  
c/o SIMPLURIS

[INSERT ADDRESS]

[INSERT PHONE NUMBER]

**Any Class Member who submits a timely and valid Request for Exclusion will NOT receive any money from the Settlement and will not be bound by the terms of the Settlement or the Class Member Released Claims.** Any Class Member who submits a timely and valid Request for Exclusion will also not have any right to object, appeal or comment on the Settlement.

Class Members who do **not** submit a timely and valid Request for Exclusion on or before the Response Deadline will be deemed “Participating Class Members.” As described above, each Participating Class member will receive an Individual Settlement Payment and will be bound by all terms of the Settlement and the Final Approval Order entered in this Action.

### **III. Third Option: Object to the Settlement**

If you do not believe the Settlement is fair, you can object and ask the Court to deny approval of the Settlement. If the Court grants approval over your objection, you will remain a Class Member, will release the Class Member Released Claims for the time period from May 15, 2015 through June 24, 2020, and you will still receive an Individual Settlement Payment as described above.

You can object to the Settlement by submitting a “Notice of Objection” to the Court. You may also 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 paying that attorney.

To be valid, the Notice of Objection must contain: (1) your full name, address and last four digits of your social security number; (2) your signature; (3) must state the case name, *i.e.*, *Jill Bentley v. naviHealth, Inc.*, U.S. District Court, Southern District of California, Case No. 3:19-cv-01298-JLS-WVG, and the specific reasons why you object to the Settlement and whether you intend to appear at the Final Approval Hearing.

To be timely, the Notice of Objection must be filed in person at the Court or postmarked and mailed to the Court at the following address on or before **[Response Deadline Date]**. Notices of Objection postmarked after this date may be disregarded.

U.S. District Court, Southern District of California  
Attn: Hon. Janis L. Sammartino  
221 W. Broadway, Suite 4194  
San Diego, CA 92101

Class Members who fail to submit a timely and valid Notice of Objection shall be deemed to have waived any objections and shall be foreclosed from making any objections to the Settlement.

## NEXT STEPS

### I. The Court's Final Approval Hearing

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] .m. in the U.S. District Court, Southern District of California, Courtroom 4, 221 West Broadway, San Diego, CA 92101, to consider the fairness, adequacy and reasonableness of the proposed Settlement, including without limitation the: Class Counsel Fees Award, Class Counsel Costs Award, Plaintiff's Service Award, PAGA Award, Settlement Administration Costs, and Individual Settlement Payments to Participating Class Members.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. Class Members are advised to confirm the hearing date with Class Counsel if they intend to appear at the Final Approval Hearing.

### II. How to Obtain Additional Information

This Notice summarizes the proposed Settlement. If you have questions about the Settlement, you can contact the Settlement Administrator at:

*Bentley v. naviHealth, Inc.* Action  
c/o SIMPLURIS  
[INSERT ADDRESS]  
[PHONE NUMBER]

You can also request a copy of the full Settlement Agreement from the Settlement Administrator at the address and phone number above.

You may also contact Class Counsel with any questions at:

MESERVY LAW, P.C.  
LONDON D. MESERVY  
london@meservylawpc.com  
401 West A Street, Suite 1712  
San Diego, CA 92101  
Telephone: 858.779.1276  
Facsimile: 866.231.8132

DENTE LAW, P.C.  
MATTHEW S. DENTE  
matt@dentelaw.com  
5040 Shoreham Place  
San Diego, CA 92122  
Telephone: 619.550.3475  
Facsimile: 619.342.9668

**PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE,  
NAVIHEALTH INC. OR DEFENDANT'S ATTORNEYS TO INQUIRE  
ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**



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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

JILL KATHLEEN BENTLEY,  
  
Plaintiff,  
  
v.  
  
NAVIHEALTH, INC. AND DOES 1-  
10, INCLUSIVE,  
  
Defendants.

Case No. 3:19-cv-01298-JLS-WVG  
  
**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**  
  
Complaint Filed: May 15, 2019

1 WHEREAS, Plaintiff Jill Bentley (“Plaintiff”) has applied to this Court for an  
2 order preliminarily approving the settlement of this Action in accordance with a Joint  
3 Stipulation for Class, Collective, and PAGA Representative Action Settlement and  
4 Release (the “Settlement” or “Settlement Agreement”), which, together with the  
5 exhibits thereto, sets forth the terms and conditions for a proposed settlement and  
6 dismissal of the pending Action with prejudice upon the terms and conditions set forth  
7 therein; and

8 WHEREAS, the Court has read and considered the Plaintiff’s Motion for  
9 Preliminary Approval, the Parties’ Settlement Agreement and the exhibits and  
10 declarations thereto;

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

12 1. This Order incorporates by reference the definitions in the Settlement  
13 Agreement, and all terms defined therein shall have the same meaning in this Order as  
14 set forth in the Settlement Agreement.

15 2. The Court has jurisdiction over the Action and all acts within the Action,  
16 and over all the Parties to the Action, including Plaintiff, Class Members, Defendant,  
17 and the State of California.

18 3. It appears to the Court on a preliminary basis that the Settlement is fair,  
19 adequate and reasonable. Indeed, the Court recognizes the significant value provided  
20 to all Class Members and finds that such recovery is fair, adequate and reasonable when  
21 balanced against further litigation related to liability and damages issues. It appears that  
22 the Parties have conducted extensive and costly investigation, informal discovery,  
23 research and litigation such that Class Counsel and Defense Counsel are able to  
24 reasonably evaluate their respective positions at this time. It further appears to the Court  
25 that the proposed Settlement, at this time, will avoid substantial additional costs by all  
26 Parties, as well as avoid the risks and delay inherent to further prosecution of the Action.  
27 It also appears that the Parties reached the Settlement as the result of intensive, serious  
28 and non-collusive, arms-length negotiations facilitated by an experienced and neutral

1 mediator. Thus, the Court finds on a preliminary basis that the Settlement Agreement  
2 appears to be within the range of reasonableness of a settlement that could ultimately  
3 be given final approval by this Court. Accordingly, the Motion for Preliminary  
4 Approval of Class Action Settlement is hereby **GRANTED**.

5 4. For purposes of this Settlement only, the Court hereby conditionally  
6 certifies the following two classes of Class Members:

- 7 • California Class Members: Any and all persons who are or were employed  
8 by naviHealth Inc. as Care Management Employees (which includes all  
9 employees occupying the various job titles categorized under naviHealth's  
10 "Clinical" job family, including but not limited to the following job titles:  
11 Care Coordinator, including the job titles Lead Care Coordinator, Home  
12 Health Care Coordinator, Pre-Service Care Coordinator, Flex Team Pre-  
13 Service Care Coordinator, Lead Pre-Service Coordinator, Patient Care  
14 Coordinator, Inpatient Care Coordinator, Skilled Inpatient Care Coordinator,  
15 Skilled Inpatient and Transitional Care Coordinator, Centralized Care  
16 Coordinator, Transitional Care Coordinator, Telephonic Care Coordinator,  
17 Telephonic Care Coordinator Team Lead, Regional Care Coordinator, UM  
18 Care Coordinator, UM Team Lead, and Post-Acute Care Coordinator; Case  
19 Manager or Care Manager, including the job titles High Risk Case Manager,  
20 Telephonic High Risk Case Manager and Team Lead, Intensive Case  
21 Manager, Clinical Care Manager; Utilization Review Coordinator; and  
22 Appeals and Denials Coordinator, Denials Coordinator, Denials-Appeals  
23 Team Lead, Quality Improvement Organizational Appeals Coordinator) in the  
24 State of California from May 15, 2015 through June 24, 2020 and who have  
25 not previously signed a release covering the claims alleged in the *Bentley*  
26 Action (*i.e.*, "California Class Members").
- 27 • FLSA Class Members: Any and all persons who are or were employed by  
28 naviHealth Inc. as Care Management Employees (which includes all

employees occupying the various job titles categorized under naviHealth's "Clinical" job family, including but not limited to the following job titles: Care Coordinator, including the job titles Lead Care Coordinator, Home Health Care Coordinator, Pre-Service Care Coordinator, Flex Team Pre-Service Care Coordinator, Lead Pre-Service Coordinator, Patient Care Coordinator, Inpatient Care Coordinator, Skilled Inpatient Care Coordinator, Skilled Inpatient and Transitional Care Coordinator, Centralized Care Coordinator, Transitional Care Coordinator, Telephonic Care Coordinator, Telephonic Care Coordinator Team Lead, Regional Care Coordinator, UM Care Coordinator, UM Team Lead, and Post-Acute Care Coordinator; Case Manager or Care Manager, including the job titles High Risk Case Manager, Telephonic High Risk Case Manager and Team Lead, Intensive Case Manager, Clinical Care Manager; Utilization Review Coordinator; and Appeals and Denials Coordinator, Denials Coordinator, Denials-Appeals Team Lead, Quality Improvement Organizational Appeals Coordinator) in California from May 15, 2015 through June 24, 2020 and who have not previously signed a release covering the claims alleged in the *Mae Barbee, et al. v. naviHealth, Inc.*, Case No. 3:19-cv-00119 putative class and collective action filed in the United States District Court, Middle District of Tennessee on February 6, 2019 and/or *Bentley* Action (*i.e.*, "FLSA Class Members").

Should for whatever reason the Settlement not become final, the fact that the Parties were willing to stipulate to certification of the Classes as part of the Settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

5. The rights of any potential dissenters to the proposed Settlement are adequately protected in that they may exclude themselves from the Settlement of the Class Member Released Claims, or they may object to the Settlement of the Class Member Released Claims and appear before this Court. However, to do so they must

1 follow the procedures outlined in the Settlement Agreement and Notice of Settlement.

2 6. The Court finds that the notice of settlement that Plaintiff provided to the  
3 California Labor and Workforce Development Agency (“LWDA”) satisfies the notice  
4 requirements of the California Private Attorneys General Act (“PAGA”).

5 7. The Court approves, as to form and content, the proposed Notice of  
6 Settlement to Class Members and finds that the method selected for communicating the  
7 preliminary approval of the Settlement to Class Members is the best notice practicable  
8 under the circumstances, constitutes due and sufficient notice to all persons entitled to  
9 notice, and therefore satisfies due process.

10 8. For Settlement purposes only, the Court hereby appoints Plaintiff Jill  
11 Bentley as class representative in this Action. Further, the Court preliminarily approves  
12 the Service Award to Plaintiff in an amount not to exceed Twelve Thousand Dollars  
13 (\$12,000). The Service Award will be subject to final approval of the Court.

14 9. For Settlement purposes only, the Court hereby appoints London D.  
15 Meservy, Meservy Law, P.C., london@meservylawpc.com, 401 West A Street, Suite  
16 1712, San Diego, CA 92101, Telephone: 858.779.1276; Matthew S. Dente, Dente Law,  
17 P.C., matt@dentelaw.com, 5040 Shoreham Place, San Diego, CA 92122, Telephone:  
18 619.550.3475 as Class Counsel for Class Members. Further, the Court preliminarily  
19 approves a Class Counsel Fees Award not to exceed Six Hundred and Seventy  
20 Thousand Dollars (\$670,000). As well, the Court preliminarily approves a Class  
21 Counsel Costs Award not to exceed Thirty Thousand Dollars (\$30,000). The Class  
22 Counsel Fees Award and Class Counsel Costs Award will be subject to final approval  
23 of the Court.

24 10. The Court hereby appoints Simpluris as the Settlement Administrator to  
25 administer the Notice of Settlement pursuant to the terms in the Settlement Agreement.

26 11. To the extent permitted by law, pending a determination as to whether this  
27 Settlement should be finally approved, Class Members, whether directly,  
28 representatively, or in any other capacity, whether or not such persons have appeared in

1 this Action, shall not institute or prosecute any of the Class Member Released Claims  
2 against the Released Parties.

3 12. No later than thirty (30) calendar days after the entry of the Preliminary  
4 Approval Order, Defendant shall provide the Settlement Administrator with the Class  
5 Information (as defined in the Settlement Agreement). No later than 14 calendar days  
6 after receipt of the Class Information, the Settlement Administrator shall use the Class  
7 Information to mail the Notice of Settlement to Class Members after conducting a  
8 national change of address search and a skip trace for the most current address of all  
9 former employee Class Members and will update such addresses as necessary.

10 13. No later than 45 calendar days after the date the Settlement Administrator  
11 mails the Notice of Settlement to Class Members (*i.e.*, the Response Deadline), any  
12 Class Member requesting exclusion from the Settlement must submit his/her Request  
13 for Exclusion by mail to the Settlement Administrator as instructed in the Notice of  
14 Settlement. If the Court finally approves this Settlement, Class Members who fail to  
15 submit a timely and valid Request for Exclusion on or before the Response Deadline  
16 shall be Class Members bound by all terms of the Settlement and the Final Approval  
17 Order entered in this Action. To be valid, the Request for Exclusion: (1) must contain  
18 the full name, address and last four digits of the social security number of the person  
19 requesting exclusion; (2) must be signed by the person requesting exclusion; and (3)  
20 must state in substance: "I wish to exclude myself from the Class in the *Jill Bentley v.*  
21 *naviHealth Inc.* Action. I understand that by requesting to be excluded from the Class,  
22 I will receive no money from the Settlement." Any Class Members who submits a  
23 timely and valid Request for Exclusion from the Class will not be entitled to any  
24 recovery under the Settlement and will not be bound by the terms of the Settlement as  
25 it relates to the Class Member Released Claims. Any Class Members who submit a  
26 timely and valid Request for Exclusion from the Class will not have any right to object,  
27 appeal or comment on the Settlement.  
28

1           14. On or before the Response Deadline, any Class Member wishing to object  
2 or comment upon the Settlement must submit her/his Notice of Objection by filing it  
3 with the Court or mailing it to the Court as instructed in the Notice of Settlement. Class  
4 Members who fail to submit a timely and valid Notice of Objection shall be deemed to  
5 have waived any objections and shall be foreclosed from making any objections to the  
6 Settlement.

7           15. Plaintiff and Class Counsel's rights to Publicity are limited consistent with  
8 the terms of the Settlement Agreement, including, but not limited to, Class Counsel's  
9 right to submit declarations in other proceedings for the purposes of establishing their  
10 adequacy as class counsel by listing this case as a case in which they were certified as  
11 class counsel as long as the representation is accompanied by a statement that the  
12 certification was sought as the result of a negotiated settlement between the parties.

13           16. The Final Approval Hearing shall be held at \_\_\_\_\_ at \_\_\_\_\_ m., in the  
14 United States District Court, Southern District of California, Courtroom 4, 221 West  
15 Broadway, San Diego, CA 92101, to consider the fairness, adequacy and  
16 reasonableness of the proposed Settlement, including without limitation the: Class  
17 Counsel Fees Award, Class Counsel Costs Award, Plaintiff's Service Award, PAGA  
18 Award, Settlement Administration Costs, and Individual Settlement Payments to  
19 Participating Class Members.

20           17. This Settlement is not a concession or admission and shall not be used  
21 against Defendant or any of the Released Parties as an admission or indication with  
22 respect to any claim of any fault or omission by Defendant or any of the Released  
23 Parties. Whether the Settlement is finally approved, neither the Settlement, nor any  
24 document, statement, proceeding or conduct related to the Settlement, nor any reports  
25 or accounts thereof, shall in any event be: (a) construed as, offered or admitted in  
26 evidence as, received as or deemed to be evidence for any purpose adverse to the  
27 Released Parties, including, but not limited to, evidence of a presumption, concession,  
28 indication or admission by Defendant or any of the Released Parties of any liability,

1 fault, wrongdoing, omission, concession or damage; or (b) disclosed, referred to, or  
2 offered or received in evidence against any of the Released Parties in any further  
3 proceeding in the Action, or in any other civil, criminal or administrative action or  
4 proceeding, except for purposes of enforcing the Settlement. The Court's findings are  
5 for purposes of conditionally certifying the Class Members in the context of this  
6 Settlement and will not have any claim or issue or evidentiary preclusion or estoppel  
7 effect in any other action against Defendant or any of the Released Parties or in this  
8 litigation if the Settlement is not finally approved. If for any reason the Court does not  
9 execute and file a Final Approval Order, or if the Effective Date, as defined in the  
10 Settlement Agreement, does not occur for any reason whatsoever, the Settlement  
11 Agreement and all evidence and proceedings had in connection therewith shall be  
12 without prejudice to the *status quo ante* rights of the Parties to the Action, as more  
13 specifically set forth in the Settlement Agreement, and this Preliminary Approval Order  
14 shall be rendered null and void and shall be vacated.

15 18. Pending further orders of this Court, all proceedings in this matter except  
16 those contemplated in this Preliminary Approval Order and in the Settlement  
17 Agreement are stayed.

18 19. The Court expressly reserves the right to adjourn or continue the Final  
19 Approval Hearing from time to time without further notice to Class Members.  
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21 **IT IS SO ORDERED.**  
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24 Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. JANIS L. SAMMARTINO  
United States District Judge



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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

JILL KATHLEEN BENTLEY,  
Plaintiff,  
v.  
NAVIHEALTH, INC. AND DOES 1-  
10, INCLUSIVE,  
Defendants.

Case No. 3:19-cv-01298-JLS-WVG  
**[PROPOSED] FINAL JUDGMENT  
AND ORDER GRANTING FINAL  
APPROVAL OF CLASS,  
COLLECTIVE, AND PAGA ACTION  
SETTLEMENT**  
Complaint Filed: May 15, 2019

1 WHEREAS, this matter has come before the Court for hearing pursuant to the  
2 Preliminary Approval Order dated [REDACTED], for final approval of the Settlement  
3 as set forth in the Joint Stipulation for Class, Collective, and PAGA Representative  
4 Action Settlement and Release (the “Settlement” or “Settlement Agreement”), and the  
5 Court having considered all papers filed and the proceedings had and otherwise being  
6 fully informed, **THE COURT HEREBY MAKES THE FOLLOWING**  
7 **DETERMINATIONS AND ORDERS:**

8 1. This Order incorporates by reference the definitions in the Settlement  
9 Agreement and all terms defined therein shall have the same meaning in this Order as  
10 set forth in the Settlement Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation and  
12 over all Parties to this litigation, including the Plaintiff and Class Members.

13 3. Pursuant to the Preliminary Approval Order, the appointed Settlement  
14 Administrator, Simpluris, mailed a Notice of Settlement to all known Class Members  
15 by First Class U.S. Mail. The Notice of Settlement fairly and adequately informed Class  
16 Members of the terms of the proposed Settlement and the benefits available to Class  
17 Members thereunder. The Notice of Settlement further informed Class Members of the  
18 pendency of the Action, of the proposed Settlement, of Class Members’ right to receive  
19 their share of the Settlement, of the scope and effect of the Settlement’s Class Member  
20 Released Claims, of the preliminary Court approval of the proposed Settlement, of  
21 exclusion and objection timing and procedures, of the date of the Final Approval  
22 Hearing, and of the right to file documentation in support of or in opposition to the  
23 Settlement and to appear in connection with the Final Approval Hearing. Class  
24 Members had adequate time to consider this information and to use the procedures  
25 identified in the Notice. The Court finds and determines that this notice procedure  
26 afforded adequate protections to Class Members and provides the basis for the Court to  
27 make an informed decision regarding approval of the Settlement based on the responses  
28 of Class Members. The Court finds and determines that the Notice provided in the

1 Action was the best notice practicable, which satisfied the requirements of law and due  
2 process.

3 4. In response to the Notice of Settlement, [REDACTED] Class Members objected to  
4 the Settlement and [REDACTED] Class Members submitted a Request for Exclusion from the  
5 Settlement.

6 5. The Court hereby finds that the Parties' notice of the proposed Settlement  
7 submitted to the Labor and Workforce Development Agency ("LWDA") fully and  
8 adequately complied with the notice requirements of the Private Attorneys General Act  
9 ("PAGA"), California Labor Code § 2699(l).

10 6. The Court finds that the Settlement offers significant monetary recovery to  
11 all Class Members and finds that such recovery is fair, adequate and reasonable when  
12 balanced against further litigation related to liability and damages issues. The Court  
13 further finds that the Parties have conducted extensive and costly investigation, informal  
14 discovery, research and litigation such that Class Counsel and Defense Counsel are able  
15 to reasonably evaluate their respective positions at this time. The Court finds that the  
16 proposed Settlement, at this time, will avoid substantial additional costs by all Parties,  
17 as well as avoid the risks and delay inherent to further prosecution of the Action. The  
18 Court further finds that the Parties reached the Settlement as the result of intensive,  
19 serious and non-collusive, arms-length negotiations. Thus, the Court approves the  
20 Settlement set forth in the Settlement Agreement and finds that the Settlement is, in all  
21 respects, fair, adequate and reasonable and directs the Parties to effectuate the  
22 Settlement according to its terms.

23 7. The Court hereby orders the Settlement Administrator to distribute the  
24 Individual Settlement Payments to Participating Class Members in accordance with the  
25 provisions of the Settlement.

26 8. For purposes of this Final Approval Order and for this Settlement only, the  
27 Court hereby certifies the Class Members as defined in the Settlement Agreement, to  
28 include the California Class Members and the FLSA Class Members.

1           9. For purposes of this Final Approval Order and this Settlement only, the  
2 Court hereby confirms the appointment of Plaintiff Jill Bentley as the class  
3 representative for the Class Members. Further, the Court finally approves the Service  
4 Award to Plaintiff, as fair and reasonable, in the amount of Twelve Thousand Dollars  
5 (\$12,000). The Court hereby orders the Settlement Administrator to distribute the  
6 Service Award to the Plaintiff in accordance with the provisions of the Settlement.

7           10. For purposes of this Final Approval Order and this Settlement only, the  
8 Court hereby confirms the appointment of London D. Meservy, Meservy Law, P.C.,  
9 london@meservylawpc.com, 401 West A Street, Suite 1712, San Diego, CA 92101,  
10 Telephone: 858.779.1276; Matthew S. Dente, Dente Law, P.C., matt@dentelaw.com,  
11 5040 Shoreham Place, San Diego, CA 92122, Telephone: 619.550.3475 as Class  
12 Counsel for the Class Members. Further, the Court finally approves a Class Counsel  
13 Fees Award, as fair and reasonable, of Six Hundred and Seventy Thousand Dollars  
14 (\$670,000), which will be distributed as \$\_\_\_\_\_ (or 50%) to Meservy Law, PC and  
15 \_\_\_\_\_ (or 50%) to Dente Law, P.C. As well, the Court finally approves a Class  
16 Counsel Costs Award, as fair and reasonable, of Thirty Thousand Dollars (\$30,000),  
17 which will be distributed as \$\_\_\_\_\_ to Meservy Law, PC and \$\_\_\_\_\_ to Dente Law,  
18 P.C. Class Counsel's receipt of the Class Counsel Fees Award and Class Counsel Costs  
19 Award shall fully satisfy all fees and litigation costs incurred by Class Counsel that  
20 represented Plaintiff and Class Members in the Action. Defendant's payment of the  
21 Court-awarded attorneys' fees and costs shall constitute full satisfaction of Defendant's  
22 obligation to pay any person, attorney, or law firm for attorneys' fees, costs, and  
23 expenses incurred on behalf of the Plaintiff and the Class Members. The Court hereby  
24 orders the Settlement Administrator to distribute the Class Counsel Fees Award and  
25 Class Counsel Costs Award payments to Class Counsel in accordance with the  
26 provisions of the Settlement.

27           11. For purposes of this Final Approval Order and this Settlement only, the  
28 Court hereby confirms the appointment of Simpluris as the Settlement Administrator to

1 administer the Settlement of this matter as more specifically set forth in the Settlement  
2 Agreement and further finally approves Settlement Administration Costs, as fair and  
3 reasonable, of Twenty Thousand Dollars (\$20,000).

4 12. As of the Effective Date, all Participating Class Members shall be deemed  
5 to have released the Released Parties from all Class Member Released Claims, as  
6 defined in the Settlement Agreement. All Participating Class Members, as of the  
7 Effective Date, are hereby forever barred and enjoined from prosecuting the Class  
8 Member Released Claims against the Released Parties.

9 13. Class Member Released Claims specifically include a release by Plaintiff,  
10 on behalf of herself, the State of California, and all allegedly affected employees of all  
11 Claims (as defined in the Settlement Agreement) under PAGA against the Released  
12 Parties. Thus, as of the Effective Date, Plaintiff, on behalf of herself, the State of  
13 California, and all allegedly affected employees, are hereby forever barred and enjoined  
14 from prosecuting the Class Member Released Claims under PAGA against the Released  
15 Parties.

16 14. Plaintiff and Class Counsel's rights to Publicity are limited consistent with  
17 the terms of the Settlement Agreement, including, but not limited to, Class Counsel's  
18 right to submit declarations in other proceedings for the purposes of establishing their  
19 adequacy as class counsel by listing this case as a case in which they were certified as  
20 class counsel as long as the representation is accompanied by a statement that the  
21 certification was sought as the result of a negotiated settlement between the parties.

22 15. After Settlement administration has been completed in accordance with the  
23 Settlement Agreement, and in no event later than 180 days after the Effective Date, the  
24 Parties shall file a report with this Court certifying compliance with the terms of the  
25 Settlement.

26 16. Neither this Final Approval Order, the Settlement Agreement, nor any  
27 document referred to herein, nor any action taken to carry out the Settlement Agreement  
28 is, may be construed as, or may be used as an admission by or against Defendant or any

1 of the other Released Parties of any fault, wrongdoing or liability whatsoever. Nor is  
2 this Final Approval Order a finding of the validity of any claims in the Action or of any  
3 wrongdoing by Defendant or any of the other Released Parties. The entering into or  
4 carrying out of the Settlement Agreement, and any negotiations or proceedings related  
5 thereto, shall not in any event be construed as, or deemed to be evidence of, an  
6 admission or concession with regard to the denials or defenses by Defendant or any of  
7 the other Released Parties and shall not be offered in evidence against Defendant or any  
8 of the Released Parties in any action or proceeding in any court, administrative agency  
9 or other tribunal for any purpose whatsoever other than to enforce the provisions of this  
10 Final Approval Order, the Settlement Agreement, or any related agreement or release.  
11 Notwithstanding these restrictions, any of the Released Parties may file in the Action  
12 or in any other proceeding this Final Approval Order, the Settlement Agreement, or any  
13 other papers and records on file in the Action as evidence of the Settlement and to  
14 support a defense of res judicata, collateral estoppel, release, waiver or other theory of  
15 claim preclusion, issue preclusion or similar defense.

16 17. If the Settlement does not become final and effective in accordance with  
17 the terms of the Settlement Agreement, resulting in the return and/or retention of the  
18 Settlement funds to Defendant consistent with the terms of the Settlement, then this  
19 Final Approval Order and all orders entered in connection herewith, including without  
20 limitation any order certifying the class of Class Members, appointing class  
21 representatives or Class Counsel, shall be rendered null and void and shall be vacated.

22 18. The Court hereby enters judgment, with prejudice, for the reasons set forth  
23 above, and in accordance with the terms set forth in the Settlement Agreement.

24 19. Without affecting the finality of this Final Approval Order in any way, this  
25 Court hereby retains continuing jurisdiction over the interpretation, implementation and  
26 enforcement of the Settlement and all orders and judgments entered in connection  
27 therewith.  
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**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

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HON. JANIS L. SAMMARTINO  
DISTRICT JUDGE OF THE U.S.  
DISTRICT COURT, SOUTHERN  
DISTRICT OF CALIFORNIA