

Joseph Antonelli, Esq. (Bar No. 137039)
Janelle Carney, Esq. (Bar No. 201570)
LAW OFFICE OF JOSEPH ANTONELLI
14758 Pipeline Ave., Suite E, 2nd Floor
Chino Hills, CA 91709-6025
Tel: (909) 393-0223/ Fax: (909) 393-0471

Dennis F. Moss, Esq. (SBN 77512)
MOSS BOLLINGER LLP
15300 Ventura Blvd., Ste. 207
Sherman Oaks, California 91403
Telephone: (310) 773-0323
dennis@mossbollinger.com

Attorneys for Plaintiff STEVEN BRIGHT on behalf of himself
and all others similarly situated and the general public. *(Additional
counsel listed on subsequent page)*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

STEVEN BRIGHT on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

GLENDALE ADVENTIST MEDICAL
CENTER, a California corporation; and DOES
1 to 100, inclusive,

Defendants.

) Bright Case No.: BC 619998
) Hon. Ann I. Jones

) Related to: Bernal Case No.: BC 614236;
) Chambers: BC426335; Zetina BC708653;
) Mayorga: BC702239

) CLASS ACTION

) **NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

Joseph Lavi, Esq. (State Bar No. 209776)
Jordan D. Bello, Esq. (State Bar No. 243190)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Sahag Majarian II, Esq. (State Bar No. 146621)
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

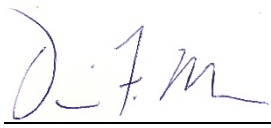
Attorneys for Plaintiff SANDRA E. BERNAL
on behalf of herself and all others similarly
situated and the general public

1 **TO DEFENDANT AND COUNSEL FOR DEFENDANT**

2 **PLEASE TAKE NOTICE** that on August 28, 2019, the Court granted final approval
3 of the class action settlement and entered an order and judgement in the above-captioned
4 matter. Attached hereto as **Exhibit A** is true and correct copy of the Court's order and **Exhibit**
5 **B** is a true and correct copy of the Judgment.
6
7

8 DATED: August 30, 2018

MOSS BOLLINGER, LLP
LAW OFFICES OF JOSEPH ANTONELLI
LAVI & EBRAHIMIAN
LAW OFFICES OF SAHAG MAJARIAN II

11
12 By: 

13 _____
Dennis F. Moss, Esq.
14 Attorney for Plaintiff and the Putative Class
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 28 2019

Sherri R. Carter, Executive Officer/Clerk of Court

By: Dejane Wortham, Deputy
Dejane Wortham

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

STEVEN BRIGHT on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

GLENDAL E ADVENTIST MEDICAL
CENTER, a California corporation; and DOES 1
to 100, inclusive,

Defendants.

Case No.: BC619998
Hon

Related to: Bernal Case No. BC 614236;
Chambers Case No. BC426335; Zetina
Case No. BC708653; Mayorga Case No.
BC702239

CLASS ACTION
~~PROPOSED~~ FINAL ORDER
APPROVING CLASS ACTION
SETTLEMENT

Date: August 16, 2019

Time: 9:00 a.m.

Judge: Hon. Rafael A. Ongkeko

Department: 11

RECEIVED
LOS ANGELES SUPERIOR COURT

AUG 23 2019

S. DREW

2 The above-referenced class action ("Action") having come before the Court on August 16,
3 2019 for a hearing and Final Order Approving Class Settlement and Judgment ("Final Order"),
4 consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed
5 and entered April 17, 2019, and as set forth in the Amended Stipulation of Settlement and Release
6 and the Exhibits attached thereto (hereafter collectively, the "Settlement Agreement") in the
7 Action, and due and adequate notice having been given to all Class Members as required in the
8 Preliminary Approval Order, and the Court having considered all papers filed and proceedings
9 had herein and otherwise being fully informed and good cause appearing therefore,

10 **THE COURT HEREBY ORDERS AS FOLLOWS:**

11 1. For purposes of this Final Order, the Court incorporates by reference the
12 definitions in the Settlement Agreement, and all defined terms herein shall have the same
13 meaning as set forth in the Settlement Agreement. A copy of the Settlement Agreement is
14 attached hereto and incorporated herein by this reference.

15 2. Consistent with the definitions in the Settlement Agreement, the Class is defined
16 as all persons who were employed by Defendant in a non-exempt position in California at any
17 time during the period of March 17, 2012 through the date of Preliminary Approval. The
18 Settlement Class does not include any person who opted out by submitting a timely and valid
19 Request for Exclusion as provided in this Settlement. The persons who timely opted out are:
20 Patricia DeVeer, Joshua Escoc, Jinhee Nguyen, Marianne Patynik, Barbara W Jonkey,
21 Stephanie J Diehl, Vasiliki Sellis, Diana Illingworth, Anasheh Shabandari, Sharyn J McCreedy,
22 Robert Kaleb Moningka, Irvin K Talag, and Eugena A Vergara.

23 3. Released State and Federal Law Claims By Class Members. Upon the final
24 approval by the Court of this Settlement, and except as to the right to enforce the terms and
25 conditions of this Settlement Agreement, all Class Members, except those who have filed a timely
26 request for exclusion, who cash their settlement check hereby fully release Defendant, Adventist
27 Health System/West, Adventist Health, and all of Defendant's present and former parent
28 companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors,

2 employees, agents, servants, registered representatives, attorneys, insurers, successors and
3 assigns, and any other persons acting by through, under or in concert with any of them
4 (“Releasees”), from any and all claims, debts, liabilities, demands, obligations, penalties,
5 premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of
6 whatever kind or nature, whether known or unknown, contingent or accrued, under any legal
7 theory under federal and state law for any alleged failure to pay all wages due (including
8 minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock
9 work), failure to provide meal and rest periods, failure to timely pay wages and final wages,
10 failure to furnish accurate wage statements including claims derivative and/or related to these
11 claims, liquidated damages, conversion of wages, and record-keeping violations, up to and
12 including the date of preliminary approval by the Court. This Release shall include without
13 limitation, claims that were raised, or that reasonably could have been raised based on the facts
14 and allegations in the Action under the applicable regulations, Wage Orders and Labor Code,
15 including sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227.3, 510, 511, 512,
16 515, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, as well
17 as claims under Business and Professions Code section 17200 *et seq.*, as alleged in the Action,
18 and/or Labor Code section 2698 *et seq.* based on alleged violations of these Labor Code
19 provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* This Settlement
20 Agreement is conditioned upon the release by all members of the Settlement Class of any claim
21 under Labor Code section 2699, and upon covenants by all members that they will not participate
22 in any proceeding seeking penalties under Section 2699. This release shall be effective from
23 March 17, 2012 through the date of Preliminary Approval. If a Class Member does not submit a
24 timely and valid request for exclusion form, even if he or she does not cash his or her settlement
25 check he or she will still release all Releasees of the Released Claims up to and including the date
26 of Preliminary Approval by the court, except for any claims under the Fair Labor Standards Act.

27 4. This Court has jurisdiction over the subject matter of this Action and over all
28 Parties to this Action, including all Class Members.

2 5. Distribution of the Notice directed to the Class Members as set forth in the
3 Settlement Agreement and the other matters set forth therein has been completed in conformity
4 with the Preliminary Approval Order, including individual notice to all Class Members who
5 could be identified through reasonable effort, and the best notice practicable under the
6 circumstances. The Notice provided due and adequate notice of the proceedings and of the
7 matters set forth therein, including the proposed Settlement set forth in the Settlement
8 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements
9 of due process. All Class Members and all Released Claims are covered by and included within
10 the Settlement and this Final Order.

11 6. The Court hereby finds the Settlement was entered into in good faith pursuant to
12 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
13 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
14 standards and applicable requirements for final approval of this class action settlement under
15 California law, including the provisions of California Code of Civil Procedure section 382 and
16 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez*
17 *v. Superior Court* (1971) 4 Cal.3d 800, 821.

18 7. The Court hereby approves the Settlement set forth in the Settlement Agreement,
19 and finds that the Settlement, including the Gross Settlement Fund (which is Three Million
20 Dollars [\$3,000,000.00]) is, in all respects, fair, adequate and reasonable, and directs the Parties
21 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
22 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
23 further finds that the Parties have conducted extensive investigation and research, and counsel
24 for the Parties are able to reasonably evaluate their respective positions. The Court also finds
25 that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and
26 risks that would be presented by the further prosecution of the Action. The Court has reviewed
27 the benefits that are being granted as part of the Settlement and recognizes the significant value
28 to the Class Members. The Court also finds that the Class is properly certified as a class for

1 settlement purposes only.

2 8. Neither the Settlement nor any of the terms set forth in the Settlement
3 Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final
4 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant,
5 or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor
6 any document referred to herein, nor any action taken to carry out the Settlement Agreement is,
7 may be construed as, or may be used as, an admission by or against Defendant, or any of the
8 other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or
9 carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
10 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
11 with regard to the denials or defenses by Defendant, or any of the other Released Parties, and
12 shall not be offered in evidence in any action or proceeding in any court, administrative agency
13 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final
14 Order, the Settlement Agreement, the Released Claims, or any related agreement or release.
15 Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit
16 in any other proceeding, the Final Order, the Settlement Agreement, and any other papers and
17 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
18 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
19 the Released Claims.

20 9. The Court hereby orders that a Judgment be entered consistent with this Order.
21 Without affecting the finality of this Final Order in any way, the Court hereby retains
22 continuing jurisdiction over the interpretation, implementation and enforcement of the
23 Settlement and all orders entered in connection therewith pursuant to California Code of Civil
24 Procedure section 664.6.

25 10. The Court finds the settlement payments provided for under the Settlement to be
26 fair and reasonable in light of all of the circumstances. The Court orders the calculations and
27 the payments to be made and administered in accordance with the terms of the Settlement
28

1 Agreement.

2 11. The Court hereby confirms Moss Bollinger, LLP, Law\ Offices of Joseph
3 Antonelli, Lavi & Ebrahimian, LLP, and Law Offices of Sahag Majarian II as Class Counsel in
4 the Action.

5 12. Pursuant to the terms of the Settlement, and the authorities, evidence and
6 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
7 the amount of One Million Dollars (\$1,000,000.00), and attorneys' costs in the amount of
8 Thirty-Eight Thousand Four Hundred Eighty-Three Dollars and Forty -Four cents (\$38,483.44)
9 from the Gross Settlement Fund as final payment for and complete satisfaction of any and all
10 attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or
11 entity related to the Action. The Court further orders that the award of attorneys' fees and costs
12 set forth in this Paragraph shall be administered pursuant to the terms of the Settlement
13 Agreement, and transferred and/or made payable to Class Counsel in the Action.

14 13. The Court also hereby approves and orders an Enhancement Award to Plaintiff
15 Class Representative Steven Bright in the amount of Twelve Thousand Five Hundred Dollars
16 (\$12,500) and Plaintiff Class Representative Sandra Bernal in the amount of Seven Thousand
17 Nine Hundred Dollars (\$7,900.00) from the Gross Settlement Fund.

18 14. The Court also hereby approves and orders payment in the amount of Eighteen
19 Thousand Five Hundred Dollars (\$18,500.00) from the Gross Settlement Fund for 75% of the
20 PAGA penalties, payable to the California Labor Workforce Development Agency.

21 15. The Court also hereby approves and orders payment from the Gross Settlement
22 Fund for actual settlement administration expenses incurred by the Settlement Administrator,
23 CPT Group, Inc., in the amount of Thirty -Nine Thousand Five Hundred Dollars (\$39,500.00).

24 16. The Court also hereby approves and orders that all amounts from uncashed
25 Settlement Award checks after the expiration date will be deposited with the State Controller of
26 the State of California, pursuant to applicable law.

27 17. The Court also hereby finds and orders that the Settlement Agreement is and
28

2 constitutes a fair, adequate, and reasonable compromise of the Released Claims against
3 Defendant and the Released Parties.

4 18. Provided the Settlement becomes effective under the terms of the Settlement
5 Agreement, the Court also hereby orders that Defendant will wire the funds for payments
6 pursuant to the Settlement Claims Administrator within seven (7) calendar days after the
7 Settlement Effective Date. Within 20 days of the Settlement Effective Date, the administrator
8 shall mail to each Qualified Claimant his or her final payment by First Class U.S. Mail, and
9 shall make all other payments required by the terms of the Settlement. Within ten (10) calendar
10 days after the mailing of the final payments to Qualified Claimants, the Claims Administrator
11 shall provide Class Counsel and Defendant's Counsel a written confirmation of this mailing.

12 19. The Court also hereby finds that there were no objections to the Settlement
13 raised by any person on the record at the hearing on the Final Order.

14 **IT IS SO ORDERED.**

15 **AUG 28 2019**
16 Dated: _____

17 **RAFAEL A. ONGKEKO, JUDGE**
18 ~~HON. Rafael A. Ongokeko~~
19 JUDGE OF THE SUPERIOR COURT
20
21
22
23
24
25
26
27
28

SEYFARTH SHAW LLP

Diana Tabacopoulos (SBN 128238)
dtabacopoulos@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

Attorneys for Defendants
GLENDALE ADVENTIST MEDICAL CENTER

LAW OFFICE OF JOSEPH ANTONELLI

Joseph Antonelli
JAntonelli@antonellilaw.com
Janelle Carney
JCarney@antonellilaw.com
14758 Pipeline Ave., Suite #, 2nd Floor
Chino Hills, CA 91709
Telephone: (909) 393-0223
Facsimile: (909) 393-0471

Attorneys for Plaintiff
Steven Bright on behalf of himself and all others
similarly situated

LAVI & EBRAHIMIAN, LLP

Joseph Lavi
jlavi@lelawfirm.com
Jordan D. Bello
jbello@lelawfirm.com
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, CA 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Attorneys for Plaintiff
Sandra E. Bernal

MOSS BOLLINGER LLP

Dennis F. Moss
dennis@dennismosslaw.com
15300 Ventura Boulevard
Sherman Oaks, CA 91403
Telephone: (310) 773-0323

Attorneys for Plaintiff
Steven Bright on behalf of himself and all others
similarly situated

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II
SahagII@aol.com
18250 Ventura Boulevard
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Attorneys for Plaintiff
Sandra E. Bernal

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

STEVEN BRIGHT, on behalf of himself and all
others similarly situated and the general public

Plaintiffs,

v.

Case No. BC619998

Assigned To: Hon. Ann I. Jones

**AMENDED JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

1 GLENDALE ADVENTIST MEDICAL
2 CENTER, a California corporation; and DOES 1-
100, inclusive,

3 Defendants.

4 SANDRA E. BERNAL, on behalf of herself and
5 others aggrieved

6 Plaintiff,

7 v.

8 GLENDALE ADVENTIST MEDICAL
9 CENTER, a California corporation; ADVENTIST
10 HEALTH SYSTEM/WEST, a California
11 corporation; ADVENTIST HEALTH, a business
entity unknown; and DOES 1-100, inclusive,

12 Defendants

Complaint Filed: May 11, 2016
Trial Date: None Set

Case No. BC614236

Complaint Filed: March 17, 2016
Trial Date: None Set

13 This Joint Stipulation of Settlement and Release is made and entered into between Plaintiff
14 Steven Bright ("Bright") and Sandra E. Bernal ("Bernal") (collectively, "Class Representatives" or
15 "Plaintiffs") individually and on behalf of the Class defined herein, and Defendant Glendale Adventist
16 Medical Center ("Defendant") (together, the "Parties").

17 **I. DEFINITIONS**

18 1. "Action" means the Complaints styled as *Bright v. Glendale Adventist Medical Center*,
19 Case No. BC619998 and *Sandra E. Bernal v. Glendale Adventist Medical Center*, Case No. BC614236,
20 filed May 11, 2016 and March 17, 2016, respectively, as well as the amended complaint to be filed in
21 case number BC619998 as a condition of this Settlement upon Preliminary Approval. Prior to the filing
22 of the amended complaint, the Bernal action shall be dismissed, and Bernal will be added as a plaintiff
23 in the Bright matter.

24 2. "Claims Administrator" means CPT Group, Inc.

25 3. "Class" means all persons who are, have been, or will be employed by Defendant in a
26 non-exempt position in California at any time during the period of March 17, 2012 through the date of
27 Preliminary Approval.
28

1 4. “Class Counsel” means Joseph Antonelli, Janelle Carney of the Law Office of Joseph
2 Antonelli, Dennis Moss of Moss Bollinger LLP, Joseph Lavi, Jordan D. Bello of Lavi & Ebrahimi-
3 an, and Sahag Majarian II of the Law Offices of Sahag Majarian II.

4 5. “Class Members” means all persons who have been employed by Defendant as a non-
5 exempt or hourly employee in California (“Covered Position”) at any time during the period March 17,
6 2012 through the date of Preliminary Approval.

7 6. “Class Period” means the time period from March 17, 2012 through the date of
8 Preliminary Approval.

9 7. “Class Representatives’ Released Claims” refers to the claims released in paragraph 39
10 herein.

11 8. “Court” means the Superior Court of the State of California for the County of Los
12 Angeles, Central District.

13 9. “Defendant’s Counsel” means Seyfarth Shaw LLP.

14 10. “Earnings” means gross wages of the kind reflected in boxes 3 and 5 on IRS Form W2
15 for Class Members during the Class Period based on Defendant’s records.

16 11. “Final Approval” means the date the Court enters an order granting final approval of the
17 Settlement.

18 12. “Final Judgment” means the Order Granting Final Approval of Class and Collective
19 Action Settlement and Judgment entered by the Court.

20 13. “Final Settlement Share” for a Qualified Claimant means: 1) As to the Net Settlement
21 Amount, the percentage calculated by dividing the Qualified Claimant’s Earnings during the class period
22 by the Total Earnings for the portion of the Net Settlement Amount allocable to a Qualified Claimant.

23 14. “Gross Settlement Amount” is the sum of Three Million U.S. Dollars (\$3,000,000.00)
24 which represents the maximum amount payable in this Settlement by Defendant, which includes,
25 without limitation: (a) attorneys’ fees to Class Counsel not to exceed \$1,000,000.00; (b) litigation costs,
26 subject to Court approval, with respect to which Defendant agrees not to oppose an amount of up to
27 \$60,000.00, subject to the statutory written proof thereof; (c) up to \$12,500.00 and \$7,900.00 in Service
28 Enhancement Payments to Class Representatives Bright and Bernal, respectively, subject to Court

1 approval; (d) a reasonable amount to the Claims Administrator to administer the Settlement, estimated at
2 this time to be approximately \$38,000.00; (e) the sum of \$25,000.00, 75% (\$18,750) of which is to be
3 paid to the California Labor Workforce Development Agency as civil penalties pursuant to California
4 Labor Code Section 2699(i) and (j), and 25% of which (\$6,250) is part of the Net to be distributed to
5 class members; (f) all legally required withholding and employer taxes on settlement payments.

6 15. "Net Settlement Amount" is the portion of the Gross Settlement Amount available for
7 distribution to Class Members, and is equal to the Gross Settlement Amount less: (a) attorneys' fees to
8 Class Counsel not to exceed \$1,000,000.00; (b) litigation costs, subject to Court approval, with respect
9 to which Defendant agrees not to oppose an itemized amount of up to \$60,000.00; (c) up to \$12,500.00
10 and \$7,900.00 in Service Enhancement Payments to Class Representatives Bright and Bernal,
11 respectively, subject to Court approval; (d) a reasonable amount to the Claims Administrator to
12 administer the Settlement, estimated at this time to be approximately \$38,000.00; (e) the sum of
13 \$18,750, of which is to be paid to the California Labor Workforce Development Agency as its share of
14 \$25,000 in civil penalties pursuant to California Labor Code Section 2699(i) and (j); (f) all legally
15 required withholding and employer taxes on settlement payments.

16 16. "Notice of Settlement" means the Notice of Class Action and Collective Action
17 Settlement, attached as Exhibit 1.

18 17. "Opt Out Period" means a period of forty-five (45) calendar days from the date the
19 Claims Administrator mails the Settlement Documents to Class Members.

20 18. "Preliminary Approval" means the date the Court approves this Stipulation and the
21 exhibits thereto, and enters an order providing for notice to Class Members, an opportunity to opt out of
22 the Class, an opportunity to submit timely objections to the Settlement, and setting a hearing for Final
23 Approval of the Settlement.

24 19. "Qualified Claimant" means a Class Member who has not timely filed a Request for
25 Exclusion.

26 20. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
27 request to be excluded from the Settlement in the manner set forth in this Agreement.
28

1 21. “Settlement Documents” means the Stipulation and the proposed Notice of Settlement
2 (Exhibit 1).

3 22. “Settlement Effective Date” means the first day following the last of the following
4 occurrences:

5 a. The date and time to appeal or seek permission to appeal or seek other judicial
6 review of the entry of Final Judgment has expired with no appeal or other judicial review having been
7 taken or sought; or

8 b. If an appeal or other judicial review has been taken or sought, the date the Final
9 Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other
10 judicial review, or the date the appeal(s) or other judicial review are finally concluded with no
11 possibility of subsequent appeal or other judicial review.

12 23. The “Settlement Period” is March 17, 2012 through the date that the Court grants
13 Preliminary Approval of the settlement. The Parties will request that the Court, in its final approval of
14 this settlement, enjoin Class Members who have not submitted a valid request for exclusion from
15 initiating or prosecuting any proceeding on any claim to be released pursuant to this Stipulation.

16 24. “Settling Class Members” or “Settlement Class” means all Class Members who do not
17 submit a valid request for exclusion to the Claims Administrator as to all state and all federal non-Fair
18 Labor Standards Act (FLSA) claims and all Class Members who cash their settlement checks as to
19 FLSA claims.

20 25. “Settling Parties” means Defendant and Settling Class Members.

21 26. “Stipulation” or “Settlement” means this Joint Stipulation of Settlement and Release.

22 27. “Total Earnings” means the aggregate of Earnings for all Class Members.

23 **II. RECITALS**

24 28. As a condition of the settlement, upon Preliminary Approval, Plaintiffs will file the First
25 Amended Complaint entitled *Steven Bright and Sandra E. Bernal v. Glendale Adventist Medical Center*,
26 Case No. BC619998, attached hereto as Exhibit 2 and incorporated herein by this reference. The First
27 Amended Complaint, upon filing, will be expressly incorporated as part of the Action that is being
28

1 settled by the Parties in this Settlement. **Prior to filing of the amended complaint, the Bernal action**
2 **shall be dismissed, and Bernal will be added as a plaintiff in the Bright matter.**

3 29. Plaintiffs allege various state wage and hour law claims, including claims for overtime,
4 off-the-clock work and unpaid wages, failure to provide meal and rest periods, itemized wage
5 statements, and all monies due upon termination, as well as violations of the FLSA. Plaintiffs contend
6 that the Action is appropriate for class and collective action treatment. Defendant denies any liability or
7 wrongdoing of any kind associated with the Action, and contends that, for any purpose other than
8 settlement, the Action is not appropriate for class or collective action treatment pursuant to California
9 Code of Civil Procedure § 384 or 29 U.S.C. § 216(b), respectively. Defendant further contends that it
10 has complied with all state wage and hour laws and with the FLSA. Neither this Settlement, nor any
11 Final Judgment in this Settlement, shall constitute an admission of any form of wrongdoing or liability
12 on the part of Defendant or the accuracy of any allegation raised in the Action. This Settlement is
13 entered into in compromise of disputed claims. Plaintiffs and Defendant intend, by their actions
14 pursuant to this Settlement, to avoid the expense, delay, uncertainty, and burden of litigation. This
15 Settlement and any related court documents or orders may not be cited or otherwise admitted as
16 evidence of liability or that class certification is appropriate. There has been no final determination by
17 any Court as to the merits of the Action or whether it is certifiable, other than for settlement purposes
18 only.

19 30. On February 13, 2017 and June 5, 2018, the Parties participated in full day mediation
20 sessions with mediators Jeffrey Krivis and the Honorable Peter Lichtman, respectively. With the
21 assistance of mediation, the Parties reached this Settlement. All terms of the Parties' settlement are
22 contained within this Stipulation. At all times, the Parties' settlement negotiations have been non-
23 collusive, adversarial, and at arm's length.

24 31. Class Counsel represent that they have conducted a thorough investigation of the Action
25 and have diligently pursued an investigation of the Class Members' claims against Defendant, including
26 reviewing relevant documents, applicable law and potential defenses. Based on their own independent
27 investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and
28

adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of loss and significant delay and defenses asserted by Defendant.

32. The entry of Final Judgment shall dismiss with prejudice all claims set forth in paragraphs 38-39 below and bar all Settling Class Members from pursuing those released claims. Defendant's Counsel and Class Counsel agree to cooperate and take all steps necessary and appropriate to obtain Preliminary and Final Approval of this Settlement, to effectuate its terms, and to secure entry of Final Judgment.

III. TERMS OF SETTLEMENT

33. Settlement Sum:

a. Under no circumstances will Defendant make settlement or any other payments pursuant to this Settlement totaling in excess of the Gross Settlement Sum.

b. Each Class Member shall be entitled to a share of the Net Settlement Amount based on his/her Earnings as further described in paragraph 51. The total earnings of all class members' will be totaled. Each Settlement Class Member will receive a pro rata share of the Net Settlement that coincides with his or her percentage of the total earnings of Class members during the class period. (e.g. If the class' earnings during the settlement period were \$100,000,000, the net settlement was \$1,850,000, and a class member earned \$400,000 during the class period, the class members settlement share would be \$7,400.) $\$400,000 \text{ divided by } \$100,000,000 = .004 \times \$1,850,000 = \$7,400$)

c. Each Class Member may participate in the Settlement only if he/she does not elect to timely submit a Request for Exclusion. If a Class Member does not timely file a valid Request for Exclusion, he or she will be issued a settlement payment based on his or her Final Settlement Share without the need to submit a claim form and will be bound by the terms of the Settlement as to his/her state law and federal claims, as described in paragraphs 38-39, if the settlement is granted final approval by the Court.

34. Attorneys' Fees and Costs. Subject to Court approval, and paragraph 53, Class Counsel will receive from the Settlement Sum \$1,000,000.00, which represents thirty-three and one-third percent (33-1/3%) of the Gross Settlement Amount, in attorneys' fees, incurred to compensate Class Counsel for the work already performed in this case and all work remaining to be performed in documenting the

1 Settlement, securing Court approval of the Settlement, ensuring that the Settlement is fairly
2 implemented and obtaining dismissal with prejudice of the Action. Defendant agrees not to oppose a
3 request for costs of up to \$60,000.00, subject to the conditions stated in paragraph 15. Class Counsel
4 will decide the allocation of fees and costs among themselves. If the Court awards Class Counsel less
5 than thirty-three and one-third percent (33-1/3%) of the Gross Settlement Sum as fees or less than the
6 \$60,000.00 in costs that Defendant agrees not to oppose, then the residual shall be added to the Net
7 Settlement Amount and distributed on a pro rata basis to Qualified Claimants. Defendant, through CPT,
8 will issue IRS Forms 1099 to Class Counsel reflecting payment of attorneys' fees and costs.

9 35. Service Enhancement Payments to Class Representatives. Conditioned upon the Class
10 Representatives' execution of the general release in paragraph 39 of this Stipulation, and subject to court
11 approval, Defendant agrees to pay up to \$7,900.00 to Class Representative Bernal and up to \$12,500.00
12 to Class Representative Bright as Service Enhancement Payments for their services as Class
13 Representatives, in addition to any payment they each may otherwise receive as a Class Member. If the
14 Court awards the Class Representatives less than the sums stated above, then the residual shall be added
15 to the Net Settlement Amount and distributed on a pro rata basis to Qualified Claimants. Defendant,
16 through CPT, will issue IRS Forms 1099 to the Class Representatives for their Service Enhancement
17 Payments.

18 36. Conditional Certification of the Classes. The Parties stipulate to the conditional
19 certification of the Class as defined herein for settlement purposes only. As set forth in paragraph 45,
20 this provision is void and all terms of this Settlement are void if this Settlement is not approved by the
21 Court. The Parties further stipulate that, for settlement purposes only, Steven Bright and Sandra E.
22 Bernal may be appointed as Class Representatives. Defendant's stipulation to this settlement class shall
23 not be construed as an admission or acknowledgement of any kind that any class should be certified or
24 given class or collective action treatment.

25 37. Tax Treatment. Of the amounts to be paid to Qualified Claimants for all released claims,
26 the Parties agree that, for purposes of this settlement, thirty-three and one-third percent (33-1/3%) is
27 allocated to civil penalties, thirty-three and one-third percent (33-1/3%) is allocated to interest, and
28 thirty-three and one-third percent (33-1/3%) is allocated to wages and subject to withholding by

1 Defendant. The Class Representatives and Qualified Claimants shall be exclusively liable for any and
2 all non-employer tax liability and should consult with their tax advisors concerning the tax consequences
3 of the payments they receive under the Settlement.

4 38. Released State and Federal Law Claims By Class Members. Upon the final approval by
5 the Court of this Settlement, and except as to the right to enforce the terms and conditions of this
6 Settlement Agreement, all Class Members, except those who have filed a timely request for exclusion,
7 who cash their settlement check hereby fully release Defendant, Adventist Health System/West,
8 Adventist Health, and all of Defendant's present and former parent companies, subsidiaries, affiliates
9 and joint ventures, and all of their officers, directors, employees, agents, servants, registered
10 representatives, attorneys, insurers, successors and assigns, and any other persons acting by through,
11 under or in concert with any of them ("Releasees"), from any and all claims, debts, liabilities, demands,
12 obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or
13 causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under
14 any legal theory under federal and state law for any alleged failure to pay all wages due (including
15 minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work),
16 failure to provide meal and rest periods, failure to timely pay wages and final wages, failure to furnish
17 accurate wage statements including claims derivative and/or related to these claims, liquidated damages,
18 conversion of wages, and record-keeping violations, up to and including the date of preliminary
19 approval by the Court. This Release shall include without limitation, claims that were raised, or that
20 reasonably could have been raised based on the facts and allegations in the Action under the applicable
21 regulations, Wage Orders and Labor Code, including sections 201, 202, 203, 204, 206, 218, 218.5, 226,
22 226.3, 226.7, 227.3, 510, 511, 512, 515, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197,
23 1197.1, 1198, and 1199 as well as claims under Business and Professions Code section 17200 *et seq.*, as
24 alleged in the Action, and/or Labor Code section 2698 *et seq.* based on alleged violations of these Labor
25 Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* This Settlement
26 Agreement is conditioned upon the release by all members of the Settlement Class of any claim under
27 Labor Code section 2699, and upon covenants by all members that they will not participate in any
28 proceeding seeking penalties under Section 2699. The Parties stipulate that beyond the Gross Fund

1 Value. Defendant shall not owe any further monies to the Settlement Class or to the State of California
2 based upon the claims made in the Lawsuit. This release shall be effective from March 17, 2012
3 through the date of Preliminary Approval. If a Class Member does not submit a timely and valid request
4 for exclusion form, he or she will still release all Releasees of the Released Claims up to and including
5 the date of Preliminary Approval by the court, except for any claims under the Fair Labor Standards Act.

6 39. Class Representatives' Released Claims. The Class Representatives hereby fully and
7 finally release and discharge Defendant from any and all claims, whether known or unknown, arising
8 during the period from the beginning of their respective dates of employment with Defendant to the date
9 on which the Class Representative executes this Stipulation ("Class Representative Release Period"),
10 whether under federal, state and/or local law, statute, ordinance, regulation, common law, or other
11 source of law; whether or not such claims are in the nature of claims for damages, unpaid wages,
12 premium pay, deductions, unreimbursed business expenses, waiting-time penalties, or other penalties for
13 overtime, missed meal periods, missed rest breaks, and other alleged wage-and-hour violations,
14 attorneys' fees or injunctive relief; and whether sounding in contract or tort. The Class Representatives'
15 Released Claims include, but are not limited to, claims arising from or dependent on the Title VII of the
16 Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §
17 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*; the
18 Age Discrimination in Employment Act, as amended; the Fair Labor Standards Act, 29 U.S.C. § 201, *et*
19 *seq.*; the Civil Rights Act of 1991; 42 U.S.C. § 1981; Executive Order 11246; Executive Order 11141;
20 the Rehabilitation Act of 1973; the Equal Pay Act; Federal Employee Polygraph Protection Act; the
21 National Labor Relations Act; the Worker Adjustment and Retraining Notification Act; the Genetic
22 Nondiscrimination Act of 2008; the California Fair Employment and Housing Act, including
23 Government Code Sections 12900, *et seq.*; the California Family Rights Act; the California Pregnancy
24 Disability Act; and the California Labor Code; any applicable California Industrial Welfare Commission
25 order; and all of their implementing regulations; claims arising from or dependent on federal or local
26 laws or regulations prohibiting discrimination or harassment in employment or otherwise, or enforcing
27 express or implied contracts, requiring employers to deal fairly or in good faith, or restricting an
28 employer's right to terminate employees, wrongful discharge, wrongful termination in violation of

1 public policy, constructive termination, retaliation, defamation, conspiracy, infliction of emotional
2 distress (intentional or negligent), invasion of privacy, assault, battery, physical or personal injury,
3 emotional distress, fraud, negligent misrepresentation, misrepresentation, or any other tort, or any law,
4 such as California Business & Professions Code Section 17200. Notwithstanding the foregoing, nothing
5 in this Settlement releases any claims that cannot be released as a matter of law. Nothing in this
6 Agreement shall affect or interfere with either Class Representative's right to participate, cooperate,
7 initiate or assist in an investigation or proceeding conducted within Defendant or by any government
8 agency (including but not limited to the Equal Employment Opportunity Commission), oversight board,
9 commission or other regulatory or investigative body. However, each Class Representative is waiving
10 any right to receive any individual remedy, such as money damages, in connection with any such
11 investigation or proceeding, including but not limited to any judicial action brought on any Class
12 Representative's behalf by any government agency.

13 The Class Representatives acknowledge that, before signing this Release, they have twenty-one
14 (21) calendar days to consider it. They further understand that they may sign this Release at any time
15 before the expiration of the 21-day consideration period. The Class Representatives agree and
16 understand that they may revoke this Agreement and their respective waivers of Age Discrimination in
17 Employment Act and Fair Employment and Housing Act claims within seven (7) calendar days after
18 their respective executions of it, and that the Agreement shall not become effective or enforceable until
19 at least seven (7) calendar days after the date on which they sign below. Any revocation must be in
20 writing and delivered by hand or certified mail to Diana Tabacopoulos, Seyfarth Shaw LLP, 2029
21 Century Park East, Suite 3500, Los Angeles, CA 90067. Failure to revoke within seven (7) calendar
22 days will result in the waiver being permanent. If either Class Representative revokes within seven (7)
23 calendar days, then the entire Agreement is voidable by Defendant as set forth in paragraph 45.

24 In addition, as to the Class Representatives' Released Claims, the Class Representatives shall be
25 deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
26 rights, and benefits they may otherwise have had relating to the Class Representatives' Released Claims
27 pursuant to Section 1542 of the California Civil Code, which provides as follows:
28

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

5 Class Representatives hereby represent that other than the First Amended Complaint, they have
6 no other charges or cases or proceedings pending against Defendant.

7 40. Objections. All objections to the settlement by anyone, including Class Members, must
8 be served upon the Claims Administrator no later than forty-five (45) calendar days after the mailing of
9 the Settlement Documents, notwithstanding any argument regarding non-receipt of the notice. The
10 objection must state the Class Member's full name and address and must be signed, dated, completed
11 and postmarked by no later than forty-five (45) calendar days after the mailing of the Settlement
12 Documents.

13 41. Requests for Exclusion from the Settlement. Class Members who wish to be excluded
14 from the Settlement must submit a written exclusion within the Opt Out Period. The request for
15 exclusion must state the Class Member's name and address, and either employee identification number
16 or last four digits of Social Security number, and must be signed, dated, completed and postmarked on
17 or before the last day of the Opt Out Period and sent to Glendale Adventist Medical Center Class Action
18 Settlement c/o CPT Group. Request for exclusions that are post-marked after the expiration of Opt Out
19 Period will be rejected, and Class Members submitting untimely request for exclusions shall be bound
20 by the Settlement and its releases and will be considered Qualified Claimants as set forth herein for
21 settlement distribution purposes.

22 42. Court Approval of the Settlement. Class Counsel shall be responsible for preparing and
23 filing the Motion for Preliminary Approval of the Settlement and the Motion for Final Approval of the
24 Settlement.

25 A. If the Settlement receives preliminary approval from the Court, the Final
26 Approval hearing shall be scheduled to occur within thirty (30) calendar days following the end of the
27 Opt Out Period, or at the earliest date available to and proposed by the Court.

28 B. Prior to the Final Approval hearing, Class Counsel will submit a proposed
Final Order (i) finding the Settlement fair, reasonable, and in the best interests of Class Members, (ii)

1 approving Class Counsel's application for an award of attorneys' fees and costs, (iv) approving the Class
2 Representatives' application for Service Enhancement Payments, (v) approving the PAGA payment,
3 (vi) approving payment of claims administration fees, and (vii) for a final order entering judgment
4 against Defendant and releasing and barring any further actions by Class Members who do not opt out of
5 the settlement as to all state law and non-FLSA federal law claims and releasing and barring any further
6 actions by Class Members who cash the checks issued to them in connection with this settlement as to
7 all claims under the FLSA.

8 43. Motion for Attorneys' Fees and Costs. Class Counsel shall file a Motion for Attorneys'
9 Fees and Costs with their Motion for Final Approval.

10 44. Right to Revoke. Defendant retains the right to void this Stipulation and all of its
11 provisions within fifteen (15) calendar days after expiration of the Opt Out Period if thirty (30) or more
12 of eligible Class Members opt out of the Settlement by filing a timely Request for Exclusion.

13 45. Termination of Settlement Agreement. If the conditions of the Settlement set forth in this
14 Stipulation are not satisfied, or if Defendant voids the Settlement under paragraph 44 above, or if the
15 Court does not enter the Final Judgment as provided for in this Stipulation, or if appellate review is
16 sought and on such review the Court's decision is materially modified or reversed, or, if one or more of
17 the terms of the Settlement are not approved or the Stipulation with respect to one or more such terms is
18 materially modified or reversed, then this Stipulation shall be voidable. If this Stipulation is terminated,
19 revoked, or canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have
20 reverted to their respective statuses as of the date and time immediately prior to the execution of this
21 Stipulation. Except as provided herein, this Stipulation shall not be capable of being canceled or
22 terminated following the Settlement Effective Date.

23 **IV. CLAIMS ADMINISTRATION**

24 46. Claims Administrator Duties. The Claims Administrator shall perform, without
25 limitation, the following duties: (a) using the data provided by Defendant to prepare the Class Notice;
26 (b) mailing the Settlement Documents to Class Members by First Class U.S. Mail; (c) tracking returned
27 Requests for Exclusion, Objections or work week disputes; (d) notifying Defendant and Class Counsel
28 of timely and untimely exclusions, objections or work week disputes; (e) calculating the amounts due to

1 each Class Member pursuant to the Settlement; (f) notifying Defendant and Class Counsel of any
2 disputes regarding claims by the Class Members; (g) allowing Defendant and Class Counsel to comment
3 on any disputes regarding claims by the Class Members, and making a final decision which will be
4 binding on the Parties and the Class Members and non-appealable; (h) preparing and mailing all
5 settlement checks and tax forms to Qualified Claimants by First Class U.S. Mail; (i) collecting cashed
6 settlement checks and tracking signatures; (j) providing a declaration of all Class Members who have
7 cashed their checks by not later than two months after the expiration of check-cashing period; and
8 (k) escheating all unclaimed funds to the State of California. The Claims Administrator will provide to
9 Class Counsel and to Defendant's Counsel the number of Class Members who (a) object to the
10 Settlement, (b) request exclusion from the Settlement, or (c) otherwise express any opposition to the
11 Settlement, within five (5) calendar days of such occurrence.

12 47. Provision of Confidential Database. Defendant shall provide to the Claims
13 Administrator, within seven (7) calendar days following the Court's approval of the Settlement
14 Documents, a confidential database of all Class Members, including last known addresses, dates of
15 employment, Earnings, and social security numbers. This database shall be based on Defendant's
16 payroll and other business records. This database will be maintained as strictly confidential and used by
17 the Claims Administrator for the sole purpose of administering the Settlement herein. It shall not be
18 shared with Class Counsel or any other counsel.

19 48. Mailing of Settlement Documents. Within fifteen (15) calendar days after the Claims
20 Administrator receives the confidential database, the Claims Administrator shall mail the Settlement
21 Documents by First Class U.S. Mail. The Claims Administrator will use the United States Postal
22 Service National Change of Address List to verify the accuracy of all addresses before the initial mailing
23 date to ensure that the Settlement Documents are sent to all Class Members at the addresses most likely
24 to result in immediate receipt of them. It will be conclusively presumed that if an envelope so mailed
25 has not been returned within thirty (30) calendar days of the mailing that the Class Member received the
26 Settlement Documents. With respect to returned envelopes, within five (5) calendar days after receipt of
27 the returned envelope, the Claims Administrator will perform one routine skip trace procedure to obtain
28

1 a current address and re-mail, by First Class U.S. Mail, the Settlement Documents with a new Opt Out
2 Period deadline of fifteen (15) days after mailing.

3 49. Challenges to Class Members' Earnings Data. In calculating each Class Member's share
4 of the settlement, Defendant's records regarding the Earnings of Class Members shall be presumed to be
5 correct. Class Members who challenge Defendant's records must submit a challenge in writing to the
6 Claims Administrator and will bear the burden of proof, i.e., a Class Member who fails to provide
7 written proof will have his or her challenge denied. All such challenges must be received within the Opt
8 Out Period. The parties will then have ten (10) calendar days to investigate the challenge and determine
9 whether any additional amount is owed to the Class Member making the challenge. In no case will a
10 challenge to employment data result in a payment by Defendant in excess of the Gross Settlement
11 Amount. If the parties cannot agree on the Earnings challenge, the Claims Administrator will resolve
12 this dispute.

13 50. Status of Claims Administration and List of Qualified Claimants. Within thirty (30)
14 calendar days after the expiration of the Opt Out Period, the Claims Administrator shall provide to Class
15 Counsel and Defendant's Counsel a declaration summarizing the results of the class notice mailing
16 process that shall include, among other things, the number of Settlement Documents mailed and the
17 number of timely requests for exclusion received. This declaration shall also confirm the Claims
18 Administrator's total costs and expenses incurred in the administration of this case, including a
19 reasonable estimate of the costs and expenses needed to complete the mailing of final payments to
20 Qualified Claimants and other remaining administration of the Settlement, including preparation of tax
21 documentation and an ongoing compilation of cashed settlement checks and declaration regarding same.
22 When and if the Court grants Final Approval of the Settlement, the Claims Administrator shall promptly
23 provide Defendant with a final list of all Settling Class Members as well as a periodic report of Qualified
24 Claimants who cash their settlement checks until such time as the settlement checks expire in
25 accordance with paragraph 58.

26 51. Calculation of Final Settlement Share. Within twenty (20) calendar days after Final
27 Approval and the resolution of any challenges to employee data pursuant to paragraph 49 above, the
28 Claims Administrator will calculate the pro rata settlement payments to Qualified Claimants based on

1 each Qualified Claimant's Earnings as defined in Paragraph 10. The Claims Administrator will provide
2 Class Counsel and Defendant with a spreadsheet showing how settlement amounts were calculated, but
3 this document shall not contain the names or other identifying information about individual Qualified
4 Claimants.

5 52. Distribution of Final Payments to Qualified Claimants. No money will be distributed to
6 any Qualified Claimant until expiration of the Settlement Effective Date. Thereafter, the Claims
7 Administrator shall mail to each Qualified Claimant his or her final payment within twenty (20) calendar
8 days by First Class U.S. Mail. Within ten (10) calendar days after the mailing of the final payments to
9 Qualified Claimants, the Claims Administrator shall provide Class Counsel and Defendant's Counsel a
10 written confirmation of this mailing. Defendant shall wire the funds for such payments to the Claims
11 Administrator seven (7) calendar days after the Settlement Effective Date.

12 53. Payment of Costs and Attorneys' Fees and Service Enhancement Payments. No
13 attorneys' fees, costs, or Service Enhancement Payments will be distributed until twenty (20) calendar
14 days after expiration of the Settlement Effective Date. Thereafter, the Claims Administrator shall
15 (a) distribute all attorneys' fees, in an amount allowed by the Court not to exceed \$1,000,000.00, and
16 awarded costs, at such time as Class Counsel provides CPT and Defendant with email confirmation
17 agreed to by all Class Counsel stating that they have reached an agreement as to the division of all
18 attorneys' fees and costs; and (b) distribute the Class Representatives' Service Enhancement Payments
19 in an amount not to exceed \$7,900.00 (Bernal) and \$12,500.00 (Bright). In the event that the Court (or
20 any appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less than
21 the amount requested as the Service Enhancement Payments, only the awarded amounts shall be paid,
22 and any remaining or unawarded portion of the requested fee, cost, and/or Service Enhancement
23 Payment shall be added to the Net Settlement Amount. Defendant shall wire the funds for attorneys'
24 fees, costs and enhancement payments to the Claims Administrator seven (7) calendar days after the
25 Settlement Effective Date. Class Counsel agree that all awarded attorneys' fees may be sent to CPT for
26 distribution as specified above and that in no event will Defendant be responsible for payment of any
27 attorneys' fees to any counsel except as set forth in this Stipulation.

28 **V. MISCELLANEOUS PROVISIONS**

1 54. Covenants and Representations by the Signatories to the Settlement.

2 A. The Class Representatives are aware of the following legal actions against
3 Defendant alleging claims that overlap with the claims released in this agreement: *Aimee Zetina v.*
4 *Glendale Adventist Medical Center*, Superior Court, State of California, County of Los Angeles, Case
5 No. BC708653 and *Irvin Talag v. Glendale Adventist Medical Center*, State of California, County of
6 Los Angeles, Case No. BC71166. The Class Representatives covenant that, to the extent those claims
7 overlap with the claims released in paragraph 38-39 of this Stipulation, and arose during the applicable
8 release period, they will not participate in those actions and will opt out of those actions.

9 B. Class Representative Bernal agrees that she will not seek re-employment with
10 Defendant or its successors or affiliated entities.

11 C. Defendant will not retaliate against any Class Representative or Class Member
12 with respect to his or her decision to participate or not participate in the Settlement.

13 55. Drafting. The Parties hereto agree that the terms and conditions of this Stipulation are the
14 result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be
15 considered the "drafter" of this Stipulation for purposes of having terms construed against that Party.
16 Through their signatures, the Class Representatives represent that their counsel consent to the terms of
17 this Settlement and will abide by the terms thereof.

18 56. Class Information Confidential. Names of Class Members and their allocation amounts
19 shall be kept strictly confidential by the Claims Administrator, who will not release such information to
20 Class Counsel and will only file such information under seal if necessary. Notwithstanding this
21 provision, if a Class Member or Class Representative asks his or her counsel or Class Counsel to request
22 information about the computation of his or her settlement payment, the Claims Administrator may
23 provide contact information and/or information regarding the computation of the individual Class
24 Member's or Class Representative's settlement payment to Class Counsel or the Class Representative's
25 counsel to allow counsel to respond to such inquiries. Class Counsel agrees that any information they
26 receive or have received in connection with this Settlement, including but not limited to computational
27 information provided to Class Counsel pursuant to the Settlement, may be used for this Action only, and
28 may not be used for any purpose or in any other action or proceeding.

1 57. Non-Disclosure. Neither the Class Representatives nor Class Counsel, shall publicize,
2 directly or indirectly, or cause to be publicized, directly or indirectly, the discussions resulting in or the
3 existence of this Settlement or its terms, in any type of mass media or social media, including but not
4 limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts,
5 newspapers, messages on the Internet, Facebook, Twitter, or any other social media, Class Counsels'
6 website or any other website of any kind.

7 58. The Class Representatives and Class Counsel agree not to respond to any press inquiries
8 concerning the Settlement except to refer reporters to the papers filed with the Superior Court.

9 59. Uncashed Settlement Checks. Settlement checks issued to Qualified Claimants pursuant
10 to this Stipulation shall remain negotiable for a period of one hundred eighty (180) calendar days from
11 the date of mailing. The funds associated with any checks not properly or timely negotiated shall be
12 deposited with the State Controller of the State of California, pursuant to applicable law. They shall not
13 be remitted to the Department of Industrial Relations. Qualified Claimants who fail to negotiate their
14 check(s) within the specified time limit shall, like all Settling Class Members, remain bound by the
15 Settlement and its releases, except with respect to claims under FLSA. All Qualified Claimants who
16 timely cash their checks will be deemed to have opted into the FLSA settlement and shall release their
17 rights under the FLSA. Within 90 days of the check expiration deadline, Defendant may file under seal a
18 list of all the Class members who cashed their checks for purposes of the FLSA release.

19 60. Return and/or Destruction of Confidential Settlement Materials. Within ten (10)
20 calendar days of the Settlement Effective Date, the Class Representatives and Class Counsel shall return
21 and/or destroy all documents produced to them for settlement purposes in this Action.

22 61. Cooperation. The Parties agree to cooperate fully with one another to accomplish and
23 implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution
24 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
25 terms of this Stipulation. The Parties shall use their best efforts, including all efforts contemplated by
26 this Stipulation and any other efforts that may become necessary by Court order, or otherwise, to
27 effectuate this Stipulation and the terms set forth herein.
28

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

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

18 To the Class:

19 Joseph Antonelli
20 Janelle Carney
21 LAW OFFICE OF JOSEPH ANTONELLI
22 14758 Pipeline Ave., Suite #, 2nd Floor
23 Chino Hills, CA 91709

24 Dennis F. Moss
25 Moss Bollinger LLP
26 15300 Ventura Boulevard
27 Sherman Oaks, CA 91403

28 Joseph Lavi
 Jordan D. Bello
 LAVI & EBRAHIMIAN, LLP
 8889 W. Olympic Boulevard, Suite 200
 Beverly Hills, CA 90211

 Sahag Majarian II
 LAW OFFICES OF SAHAG MAJARIAN II
 18250 Ventura Boulevard

1 Tarzana, CA 91356

2 To Defendant:

3 Diana Tabacopoulos

4 SEYFARTH SHAW LLP

2029 Century Park East, Suite 3500

Los Angeles, California 90067-3021

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

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

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

16 67. Counterparts. Because the proposed Classes have not yet been certified, and the
17 members of the proposed Classes are so numerous, the Parties agree that it is impossible or impractical
18 to have each Class Member sign this Stipulation. It is agreed that, for purposes of seeking Court
19 approval of the Settlement, this Stipulation may be executed on behalf of the proposed Class by Class
20 Counsel. The Parties may execute this Stipulation in any number of counterparts, and a facsimile
21 signature shall have the same force and effect as an original.

22 68. Integration. This Stipulation contains the entire agreement of the Parties relating to
23 settlement of the Action and all prior or contemporaneous agreements, understandings, representations
24 and statements, whether oral or in writing, are merged in this Stipulation.

25 IN WITNESS WHEREOF, this Stipulation of Settlement and Release is executed by the Parties
26 and their duly authorized attorneys, as of the day and year herein set forth.
27
28

1 DATED: 3/4/19, 2018

By: 

Steven Bright, Plaintiff

2 DATED: _____, 2018

By: _____

Sandra Bernal, Plaintiff

3 DATED: _____, 2018

GLENDALE ADVENTIST MEDICAL CENTER

By: _____

4 DATED: _____, 2018

SEYFARTH SHAW LLP

By: _____

Diana Tabacopoulos
Attorneys for Defendant
Glendale Adventist Medical Center

5 DATED: March 4, 2019, 2018

LAW OFFICE OF JOSEPH ANTONELLI

By: 

Joseph Antonelli
Janelle Carney
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

6 DATED: March 5, 2019, 2018

MOSS BOLLINGER LLP

By: 

Dennis F. Moss
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

1 DATED: _____, 2018

By: Steven Bright, Plaintiff

2
3
4 DATED: 3-5-2019, 2018

By: Sandra Bernai, Plaintiff

5
6 DATED: _____, 2018

GLENDALE ADVENTIST MEDICAL CENTER

By: _____

7
8
9
10 DATED: _____, 2018

SEYFARTH SHAW LLP

By: _____

Diana Patacopoulos
Attorneys for Defendant
Glendale Adventist Medical Center

11
12
13
14
15 DATED: _____, 2018

LAW OFFICE OF JOSEPH ANTONELLI

By: _____

Joseph Antonelli
Janelle Carney
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

16
17
18
19
20
21 DATED: _____, 2018

MOSS BOLLINGER LLP

By: _____

Dennis F. Moss
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

1 DATED: _____, 2018

By: _____
Steven Bright, Plaintiff

2
3
4 DATED: _____, 2018

By: _____
Sandra Bernal, Plaintiff

5
6 DATED: March 6, 2018⁹

GLENDALE ADVENTIST MEDICAL CENTER

7
8 By: Alice Issai
Alice Issai, President
Glendale Adventist Medical Center

9
10 DATED: 6 March, 2018⁹

SEYFARTH SHAW LLP

11
12 By: DZ
Diana Tabacopoulos
Attorneys for Defendant
Glendale Adventist Medical Center

13
14
15 DATED: _____, 2018

LAW OFFICE OF JOSEPH ANTONELLI

16
17 By: _____
Joseph Antonelli
Janelle Carney
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

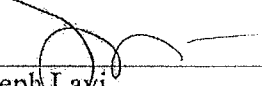
18
19
20
21 DATED: _____, 2018

MOSS BOLLINGER LLP

22
23 By: _____
Dennis F. Moss
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

1 DATED: 3/5, ²⁰¹⁸

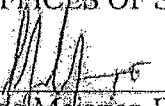
LAVI & EBRAHIMIAN, LLP

2 By: 

3 Joseph Lavi
4 Jordan D. Bello
5 Attorneys for Plaintiff
6 Sandra E. Bernal on behalf of herself and
7 others aggrieved

8 DATED: 3/5, ²⁰¹⁸

LAW OFFICES OF SAHAG MAJARIAN II

9 By: 

10 Sahag Majarian II
11 Attorneys for Plaintiff
12 Sandra E. Bernal on behalf of herself and
13 others aggrieved

EXHIBIT 1

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

Superior Court of the State of California, County of Los Angeles
Steven Bright v. Glendale Adventist Medical Center, Case No. BC619998
Sandra E. Bernal v. Glendale Adventist Medical Center, Case No. BC614236

A state court has authorized this notice. This is not a solicitation.

If you are or were employed in California by Glendale Adventist Medical Center (“GAMC” or “Defendant”) in a non-exempt position during the time period March 17, 2012 to [date of preliminary approval], then you might be a member of the Class and entitled to monetary recovery from a class action settlement.

PLEASE READ THIS NOTICE CAREFULLY.

Pursuant to the order of the Superior Court of the State of California, County of Los Angeles, entered _____, 2019, YOU ARE HEREBY NOTIFIED AS FOLLOWS: A settlement has been reached between the parties in a lawsuit pending in the Superior Court of the State of California, County of Los Angeles (“Court”) on behalf of the class identified above. You have received this notice because GAMC’s records indicate that you worked as a non-exempt employee during the periods identified above (“Class Period”). This notice is designed to advise you of how you can participate in this settlement and your rights under the settlement.

BACKGROUND OF THE SETTLEMENT

On March 18, 2016, Sandra Bernal (“Bernal”) filed a putative representative action against GAMC. On May 11, 2016, Steven Bright (“Bright”) filed a putative class action against GAMC. On ____ 2018, Plaintiffs Bright and Bernal filed a First Amended Complaint in the Bright action alleging claims for (1) Violation of B&PC §§ 17200, et seq.; (2) Failure to Pay All Wages (Lab. Code §§ 200, et seq., 218, 226, 510, 511, 1194, 1198, and 2802); (3) Failure to Pay All Wages Due to Rounding; (4) Failure to Provide Meal Breaks (Lab. Code §§ 226.7, and 512, et seq.); (5) Inaccurate Wage Statements (Lab. Code § 226); (6) Failure to Provide Rest Periods (Lab. Code §§ 226.7 and 512); (7) Failure to Pay Accrued Vacation; (8) Violation of Labor Code §§ 200, et seq.; (9) Violation of Labor Code §§ 2698-2699 Private Attorney General Act (PAGA); and (10) Failure to Pay Overtime Compensation, Fair Labor Standards Act. On or about ____, 2018, Bernal dismissed her lawsuit and was added as a plaintiff in the Bright action. Bright and Bernal filed a First Amended Complaint on ____, 2019. The First Amended Complaint and the Bright and Bernal lawsuits against GAMC described above are referred to as the “Lawsuit.”

GAMC denies that it violated the law in any manner described in the Lawsuit. The Court has not entered judgment or determined that GAMC engaged in any wrongdoing alleged in the Lawsuit. As a result of extensive settlement negotiations, the parties entered into a Joint Stipulation of Settlement and Release (“Settlement Agreement”).

The Settlement Agreement has been given preliminary approval by the Court. If you are part of the Class (referred to as “Class Members”), then you have the opportunity to participate in the settlement and receive a payment.

OPTIONS UNDER THE SETTLEMENT

Summary of Your Legal Rights and Options in this Settlement	
DO NOTHING	You do not need to do anything in order to receive your pro rata share of the settlement. You will automatically receive a check representing your pro rata share of the settlement and release certain claims under state and federal law, unless you submit a written request to exclude yourself from the Settlement. If you timely cash your settlement check, you will be deemed to have opted-in to the settlement for purposes of releasing any rights under the Fair Labor Standards Act (FLSA).
EXCLUDE YOURSELF	You may submit a written request to exclude yourself no later than _____, 2019. You will not receive your pro rata share of the settlement and you will retain your right to pursue both state and federal claims against GAMC in a separate lawsuit at your own expense.
OBJECT	You may submit a written objection if you disagree with the proposed settlement. If the court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the court rejects your objection, you will be entitled to participate in the settlement provided that you have not submitted a request for exclusion.

SUMMARY OF THE PROPOSED SETTLEMENT

I. THIS SETTLEMENT IS NOT AN ADMISSION OF LIABILITY. The Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing contained in this Notice, nor the consummation of this settlement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of GAMC. GAMC vigorously denies all of Plaintiffs' material allegations. Specifically, GAMC denies that Plaintiffs and the Class Members are owed any compensation for alleged unpaid wages, overtime hours, off-the-clock work, minimum wages, meal periods or rest periods, or any related claims, or interest or penalties of any kind.

Counsel for the class ("Class Counsel") believes that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. Class Counsel cannot predict with certainty how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believes that the proposed settlement is fair, reasonable and adequate.

II. HOW WILL THE SETTLEMENT FUNDS BE DISTRIBUTED?

The total settlement paid by GAMC is \$3,000,000.00 ("Gross Settlement Amount"). From this sum, Plaintiffs will request the following deductions:

- Class Counsel attorneys' fees up to \$1,000,000.00 or 33 1/3% of the Gross Settlement Amount and costs up to \$60,000.00 as authorized by the Court;
- All expenses of administering the settlement, reasonably estimated to be approximately \$38,000.00;
- Up to \$12,500.00 and \$7,900.00 for Class Representatives' Bright and Bernal's enhancement payments respectively;
- All legally required employer withholding and employer taxes on the settlement payments; and
- \$18,750 for payment under PAGA to the State of California (Which is 75%, of a \$25,000 Private Attorney General Act payment. The remaining 25%, \$6,250, will be distributed to Class Members as part of the Net Settlement Amount).

Assuming these requests are granted in full, the settlement fund for the Class Members, prior to deduction for employer withholding and employer taxes on the settlement payments, will be approximately \$1,856,600.00 ("Net Settlement Amount").

Class Members who do not file a written request for exclusion (Qualified Claimants) will be paid pursuant to the Court-approved plan of distribution as described in the Settlement Agreement and set forth below.

III. YOUR SHARE OF THE SETTLEMENT AND HOW IT WILL BE DETERMINED

Your settlement share calculation is based on your total gross earnings of the type used for calculating Social Security and Medicare contributions usually reflected in boxes 3 and 5 of your IRS Form W2 ("earnings") in an hourly paid ("non-exempt") position during the Class Period relative to the earnings of other class members who do not opt out of the settlement. The approximate value of your claim is: \$_____.

GAMC's records will be determinative with respect to earnings for Qualified Claimants. CPT Group (the Claims Administrator) will compute each Qualified Claimant's settlement payment.

If you believe in good faith that your earnings as a non-exempt employee in California during the Class Period are incorrect, you must provide to CPT Group a statement and documents, under penalty of perjury, regarding why you believe that data is incorrect and authorizing CPT Group to review your records and related documents to determine such information. Any such claim must be received by _____, 2018 at the designated address for CPT Group.

Upon timely receipt of any such dispute of claim, CPT Group will review the pertinent records showing your earnings from GAMC as a non-exempt employee during the Class Period. GAMC has agreed to make these records available for this purpose. In the event there remains a dispute, counsel for the parties may stipulate to a compromise or stipulate to allow CPT Group to make the final decision.

YOUR RIGHTS AS A CLASS MEMBER

I. DO NOTHING

You will automatically receive your share of the settlement and release certain state law and non-FLSA claims provided that you do not submit a timely written request for exclusion. By cashing your settlement check, you are consenting to the settlement and will release your Fair Labor Standards Act ("FLSA") rights as described in this notice. If you are a current GAMC employee, whether or not you participate in the settlement will have no impact on your employment with GAMC.

II. REQUEST EXCLUSION FROM THE SETTLEMENT

If you do not wish to participate in the settlement then you may exclude yourself (i.e., "opt out") by submitting a written request for exclusion. The written request for exclusion must include your full name and address and either employee identification number or last four digits of your Social Security number, and be signed, dated, completed, and postmarked by _____, 2019 and sent to GAMC, Inc. Class Action Settlement c/o CPT Group [INSERT ADDRESS].

Any person who files a complete and timely request for exclusion will not be a member of the Settlement Class (SCM), will not be permitted to participate in any portion of the settlement, and will receive no payment from the settlement. Any such person, at their own expense, may pursue any claims he or she may have against GAMC.

III. OBJECT TO THE SETTLEMENT

If you do not opt out of the settlement by submitting a valid and timely request for exclusion, you may object to the settlement before the hearing on Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the settlement and will release your state law claims and non-FLSA federal claims. You will additionally release your FLSA claims if you cash your settlement check. To object, you must send your written objection that must state your full name and address and must be signed, dated, completed, and postmarked by and _____, 2018 and sent to GAMC, Inc. Class Action Settlement c/o CPT Group [INSERT ADDRESS].

Any written objections must state each specific reason in support of your objection and any legal support for each objection.

If you choose to file an objection to the terms of the Settlement Agreement, you do not have to provide the court with a Notice of Intent to Appear at the final fairness hearing if you choose to participate at the hearing. If you do appear you may do so with or without counsel. The final fairness hearing at which the Court will be asked to approve the settlement will be at _____ p.m. on _____, 2019, in Department 11 of the Superior Court, State of California located at 312 N. Spring Street, Los Angeles, California 90012-4793, or such other later date as the Court may authorize.

CLASS COUNSEL
LAW OFFICE OF JOSEPH ANTONELLI

GAMC'S COUNSEL
SEYFARTH SHAW LLP

Joseph Antonelli
JAntonelli@antonellilaw.com
Janelle Carney
JCarney@antonellilaw.com
14758 Pipeline Ave., Suite #, 2nd Floor
Chino Hills, CA 91709
Telephone: (909) 393-0223
Facsimile: (909) 393-0471

Diana Tabacopoulos
dtabacopoulos@scyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 201-5255
Facsimile: (310) 301-5219

MOSS BOLLINGER LLP
Dennis F. Moss
dennis@dennismosslaw.com
15300 Ventura Boulevard
Sherman Oaks, CA 91403
Telephone: (310) 773-0323

LAVI & EBRAHIMIAN, LLP
Joseph Lavi
jlavi@lelawfirm.com
Jordan D. Bello
jbello@lelawfirm.com
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, CA 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-00001

LAW OFFICES OF SAHAG MAJARIAN II
Sahag Majarian II
SahagII@aol.com
18250 Ventura Boulevard
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

IV. CHANGE OF ADDRESS

If you move after receiving this notice, if it was misaddressed or if for any reason you want your payment or future correspondence concerning this action and the settlement to be sent to a different address, you should supply your current preferred address to the Settlement Administrator at the address listed above.

EFFECT OF THE SETTLEMENT

I. RELEASED RIGHTS AND CLAIMS

1. Upon the final approval by the Court of this Settlement, and except as to the right to enforce the terms and conditions of this Settlement Agreement, all Class Members, except those who have filed a timely request for exclusion, who cash their settlement check hereby fully release Defendant, Adventist Health System/West, Adventist Health, and all of Defendant's present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their

officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Releasees"), from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, and record-keeping violations, up to and including the date of preliminary approval by the Court. This Release shall include without limitation, claims that were raised, or that reasonably could have been raised based on the facts and allegations in the Lawsuit under the applicable regulations, Wage Orders and Labor Code, including sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227.3, 510, 511, 512, 515, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, as well as claims under Business and Professions Code section 17200 *et seq.*, as alleged in the Lawsuit, and/or Labor Code section 2698 *et seq.* based on alleged violations of these Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* This Settlement Agreement is conditioned upon the release by all members of the Settlement Class of any claim under Labor Code section 2699, and upon covenants by all members that they will not participate in any proceeding seeking penalties under Section 2699. The Parties stipulate that beyond the Gross Fund Value, Defendant shall not owe any further monies to the Settlement Class or to the State of California based upon the claims made in the Lawsuit. This release shall be effective from March 17, 2012 through the date of Preliminary Approval. If a Class Member does not submit a timely and valid request for exclusion form, he or she will still release all Releasees of the Released Claims up to and including the date of Preliminary Approval by the court, except for any claims under the Fair Labor Standards Act.

2. The Class Representatives will release more claims than the other class members. They are releasing Defendant from any and all claims, from the beginning of their respective dates of employment with Defendant to the date they signed the Settlement Agreement.

II. PAYMENT TO CLASS MEMBERS

Payment under the settlement will occur after the judgment by the Court of Final Approval of the settlement is no longer appealable or if an appeal has been filed, the date on which the appeal upholding the Final Approval of this Settlement Agreement is final and no longer appealable. Currently, the Court's Final Approval hearing is set for _____, 2019.

WHAT IS THE NEXT STEP?

The Court will hold a Final Approval hearing in Department 11 of the Superior Court, State of California, located at 312 N. Spring Street, Los Angeles, California 90012-4793 on _____, 2018, at _____ to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees in the amount of \$1,000,000.00, reimbursement of expenses in the amount of up to \$60,000.00, settlement administrator costs, reasonably estimated to be approximately \$38,000.00, PAGA payment of \$25,000.00 and up to a \$12,500.00 and \$7,900.00 for service payments to the Class Representatives.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection with the Court. Notice of any final judgment entered after the Final Fairness hearing will be posted on the administrator's website [web address with link information]

ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Settlement Agreement, which is on file with the Clerk of the Court. In the event there is a conflict between this summary and the Settlement Agreement, the terms of the Settlement Agreement shall control. The pleadings and other records in this litigation, including that stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the Superior Court, State of California, located at 312 N. Spring Street, Los Angeles, California 90012-4793.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS**

BY ORDER OF THE SUPERIOR COURT, STATE OF CALIFORNIA

EXHIBIT B

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONFIRMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 28 2019

Sherri R. Carter, Executive Officer/Clerk of Court
By: Dejane Wortham, Deputy
Dejane Wortham

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

STEVEN BRIGHT on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

GLENDALÉ ADVENTIST MEDICAL
CENTER, a California corporation; and DOES 1
to 100, inclusive,

Defendants.

Case No.: BC619998
Hon

Related to: Bernal Case No. BC 614236;
Chambers Case No. BC426335; Zetina
Case No. BC708653; Mayorga Case No.
BC702239

CLASS ACTION
~~PROPOSED~~ JUDGMENT
PURSUANT TO RULE OF COURT
3.769

Date: August 16, 2019
Time: 9:00 a.m.
Judge: Hon. Rafael A. Ongkeko
Department: 11

RECEIVED
LOS ANGELES SUPERIOR COURT
AUG 23 2019
S. DREW

1
2
3 **IT IS HEREBY ORDERED AS FOLLOWS:**

4 1. On August 16, 2019, the Court issued an Order granting Final Approval of the
5 Class Action Settlement in the above captioned matter, a copy of which is Attached hereto and
6 incorporated herein by this reference.

7 2. The Class bound by the Judgment is: All persons who were employed by
8 Defendant in a non-exempt position in California at any time during the period of March 17,
9 2012 through the date of Preliminary Approval, April 17, 2019 (collectively referred to herein
10 as "Class Members") The Settlement Class does not include any person who opted out by
11 submitting a timely and valid Request for Exclusion as provided in this Settlement.

12 3. The persons who timely opted out are: Patricia DeVeer, Joshua Escoc, Jinhee
13 Nguyen, Marianne Patynik, Barbara W Jonkey, Stephanie J Diehl, Vasiliki Sellis, Diana
14 Illingworth, Anasheh Shabandari, Sharyn J McCreedy, Robert Kaleb Moningka, Irvin K Talag,
15 Eugena A.Vergara,

16 4. By operation of this Judgment, the Class Members who cash their settlement check
17 hereby fully release fully release Defendant, Adventist Health System/West, Adventist Health,
18 and all of Defendant's present and former parent companies, subsidiaries, affiliates and joint
19 ventures, and all of their officers, directors, employees, agents, servants, registered
20 representatives, attorneys, insurers, successors and assigns, and any other persons acting by
21 through, under or in concert with any of them ("Releasees"), from any and all claims, debts,
22 liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's
23 fees, damages, actions or causes of action of whatever kind or nature, whether known or
24 unknown, contingent or accrued, under any legal theory under federal and state law for any
25 alleged failure to pay all wages due (including minimum wage and overtime wages), failure to
26 pay for all hours worked (including off-the clock work), failure to provide meal and rest periods,
27 failure to timely pay wages and final wages, failure to furnish accurate wage statements including
28 claims derivative and/or related to these claims, liquidated damages, conversion of wages, and

1 record-keeping violations, up to and including the date of preliminary approval by the Court.
2 This Release shall include without limitation, claims that were raised, or that reasonably could
3 have been raised based on the facts and allegations in the Action under the applicable regulations,
4 Wage Orders and Labor Code, including sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3,
5 226.7, 227.3, 510, 511, 512, 515, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197,
6 1197.1, 1198, and 1199, as well as claims under Business and Professions Code section 17200 *et*
7 *seq.*, as alleged in the Action, and/or Labor Code section 2698 *et seq.* based on alleged violations
8 of these Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.*
9 This Settlement Agreement is conditioned upon the release by all members of the Settlement
10 Class of any claim under Labor Code section 2699, and upon covenants by all members that they
11 will not participate in any proceeding seeking penalties under Section 2699. This release shall be
12 effective from March 17, 2012 through the date of Preliminary Approval. Even if a class member
13 does not cash their Settlement Check, he or she will still release all Releasees of the Released
14 Claims up to and including the date of Preliminary Approval by the court, except for any claims
15 under the Fair Labor Standards Act.
16

17 **IT IS SO ADJUDGED, ORDERED AND DECREED.**
18

19
20 Dated: AUG 28 2019
21

RAFAEL A. ONGKEKO, JUDGE

HON. Rafael A. Ongekeko
JUDGE OF THE SUPERIOR COURT

1
2
3
4
5
6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
10

11 STEVEN BRIGHT on behalf of himself and all
12 others similarly situated,

13 Plaintiff,

14 vs.

15 GLENDALE ADVENTIST MEDICAL
16 CENTER, a California corporation; and DOES 1
to 100, inclusive,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

Case No.: **BC619998**
Hon

Related to: *Bernal* Case No. BC 614236;
Chambers Case No. BC426335; *Zetina*
Case No. BC708653; *Mayorga* Case No.
BC702239

CLASS ACTION
[PROPOSED] FINAL ORDER
APPROVING CLASS ACTION
SETTLEMENT

Date: August 16, 2019

Time: 9:00 a.m.

Judge: Hon. Rafael A. Ongkeko

Department: 11

1 The above-referenced class action ("Action") having come before the Court on August 16,
2 2019 for a hearing and Final Order Approving Class Settlement and Judgment ("Final Order"),
3 consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), filed
4 and entered April 17, 2019, and as set forth in the Amended Stipulation of Settlement and Release
5 and the Exhibits attached thereto (hereafter collectively, the "Settlement Agreement") in the
6 Action, and due and adequate notice having been given to all Class Members as required in the
7 Preliminary Approval Order, and the Court having considered all papers filed and proceedings
8 had herein and otherwise being fully informed and good cause appearing therefore,
9

10 **THE COURT HEREBY ORDERS AS FOLLOWS:**

11 1. For purposes of this Final Order, the Court incorporates by reference the
12 definitions in the Settlement Agreement, and all defined terms herein shall have the same
13 meaning as set forth in the Settlement Agreement. A copy of the Settlement Agreement is
14 attached hereto and incorporated herein by this reference.

15 2. Consistent with the definitions in the Settlement Agreement, the Class is defined
16 as all persons who were employed by Defendant in a non-exempt position in California at any
17 time during the period of March 17, 2012 through the date of Preliminary Approval. The
18 Settlement Class does not include any person who opted out by submitting a timely and valid
19 Request for Exclusion as provided in this Settlement. The persons who timely opted out are:
20 Patricia DeVeer, Joshua Escoe, Jinhee Nguyen, Marianne Patynik, Barbara W Jonkey,
21 Stephanie J Diehl, Vasiliki Sellis, Diana Illingworth, Anasheh Shabandari, Sharyn J McCreedy,
22 Robert Kaleb Moningka, Irvin K Talag, and Eugena A Vergara.

23 3. Released State and Federal Law Claims By Class Members. Upon the final
24 approval by the Court of this Settlement, and except as to the right to enforce the terms and
25 conditions of this Settlement Agreement, all Class Members, except those who have filed a timely
26 request for exclusion, who cash their settlement check hereby fully release Defendant, Adventist
27 Health System/West, Adventist Health, and all of Defendant's present and former parent
28 companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors,

1 employees, agents, servants, registered representatives, attorneys, insurers, successors and
2 assigns, and any other persons acting by through, under or in concert with any of them
3 ("Releasees"), from any and all claims, debts, liabilities, demands, obligations, penalties,
4 premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of
5 whatever kind or nature, whether known or unknown, contingent or accrued, under any legal
6 theory under federal and state law for any alleged failure to pay all wages due (including
7 minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock
8 work), failure to provide meal and rest periods, failure to timely pay wages and final wages,
9 failure to furnish accurate wage statements including claims derivative and/or related to these
10 claims, liquidated damages, conversion of wages, and record-keeping violations, up to and
11 including the date of preliminary approval by the Court. This Release shall include without
12 limitation, claims that were raised, or that reasonably could have been raised based on the facts
13 and allegations in the Action under the applicable regulations, Wage Orders and Labor Code,
14 including sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227.3, 510, 511, 512,
15 515, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, as well
16 as claims under Business and Professions Code section 17200 *et seq.*, as alleged in the Action,
17 and/or Labor Code section 2698 *et seq.* based on alleged violations of these Labor Code
18 provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* This Settlement
19 Agreement is conditioned upon the release by all members of the Settlement Class of any claim
20 under Labor Code section 2699, and upon covenants by all members that they will not participate
21 in any proceeding seeking penalties under Section 2699. This release shall be effective from
22 March 17, 2012 through the date of Preliminary Approval. If a Class Member does not submit a
23 timely and valid request for exclusion form, even if he or she does not cash his or her settlement
24 check he or she will still release all Releasees of the Released Claims up to and including the date
25 of Preliminary Approval by the court, except for any claims under the Fair Labor Standards Act.

26 4. This Court has jurisdiction over the subject matter of this Action and over all
27 Parties to this Action, including all Class Members.
28

1 5. Distribution of the Notice directed to the Class Members as set forth in the
2 Settlement Agreement and the other matters set forth therein has been completed in conformity
3 with the Preliminary Approval Order, including individual notice to all Class Members who
4 could be identified through reasonable effort, and the best notice practicable under the
5 circumstances. The Notice provided due and adequate notice of the proceedings and of the
6 matters set forth therein, including the proposed Settlement set forth in the Settlement
7 Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements
8 of due process. All Class Members and all Released Claims are covered by and included within
9 the Settlement and this Final Order.

10 6. The Court hereby finds the Settlement was entered into in good faith pursuant to
11 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
12 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
13 standards and applicable requirements for final approval of this class action settlement under
14 California law, including the provisions of California Code of Civil Procedure section 382 and
15 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez*
16 *v. Superior Court* (1971) 4 Cal.3d 800, 821.

17 7. The Court hereby approves the Settlement set forth in the Settlement Agreement,
18 and finds that the Settlement, including the Gross Settlement Fund (which is Three Million
19 Dollars [\$3,000,000.00]) is, in all respects, fair, adequate and reasonable, and directs the Parties
20 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
21 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
22 further finds that the Parties have conducted extensive investigation and research, and counsel
23 for the Parties are able to reasonably evaluate their respective positions. The Court also finds
24 that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and
25 risks that would be presented by the further prosecution of the Action. The Court has reviewed
26 the benefits that are being granted as part of the Settlement and recognizes the significant value
27 to the Class Members. The Court also finds that the Class is properly certified as a class for
28

1 settlement purposes only.

2 8. Neither the Settlement nor any of the terms set forth in the Settlement
3 Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final
4 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant,
5 or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor
6 any document referred to herein, nor any action taken to carry out the Settlement Agreement is,
7 may be construed as, or may be used as, an admission by or against Defendant, or any of the
8 other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or
9 carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
10 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
11 with regard to the denials or defenses by Defendant, or any of the other Released Parties, and
12 shall not be offered in evidence in any action or proceeding in any court, administrative agency
13 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final
14 Order, the Settlement Agreement, the Released Claims, or any related agreement or release.
15 Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit
16 in any other proceeding, the Final Order, the Settlement Agreement, and any other papers and
17 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
18 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to
19 the Released Claims.

20 9. The Court hereby orders that a Judgment be entered consistent with this Order.
21 Without affecting the finality of this Final Order in any way, the Court hereby retains
22 continuing jurisdiction over the interpretation, implementation and enforcement of the
23 Settlement and all orders entered in connection therewith pursuant to California Code of Civil
24 Procedure section 664.6.

25 10. The Court finds the settlement payments provided for under the Settlement to be
26 fair and reasonable in light of all of the circumstances. The Court orders the calculations and
27 the payments to be made and administered in accordance with the terms of the Settlement
28

1 Agreement.

2 11. The Court hereby confirms Moss Bollinger, LLP, Law Offices of Joseph
3 Antonelli, Lavi & Ebrahimian, LLP, and Law Offices of Sahag Majarian II as Class Counsel in
4 the Action.

5 12. Pursuant to the terms of the Settlement, and the authorities, evidence and
6 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
7 the amount of One Million Dollars (\$1,000,000.00), and attorneys' costs in the amount of
8 Thirty-Eight Thousand Four Hundred Eighty-Three Dollars and Forty -Four cents (\$38,483.44)
9 from the Gross Settlement Fund as final payment for and complete satisfaction of any and all
10 attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or
11 entity related to the Action. The Court further orders that the award of attorneys' fees and costs
12 set forth in this Paragraph shall be administered pursuant to the terms of the Settlement
13 Agreement, and transferred and/or made payable to Class Counsel in the Action.

14 13. The Court also hereby approves and orders an Enhancement Award to Plaintiff
15 Class Representative Steven Bright in the amount of Twelve Thousand Five Hundred Dollars
16 (\$12,500) and Plaintiff Class Representative Sandra Bernal in the amount of Seven Thousand
17 Nine Hundred Dollars (\$7,900.00) from the Gross Settlement Fund.

18 14. The Court also hereby approves and orders payment in the amount of Eighteen
19 Thousand Five Hundred Dollars (\$18,500.00) from the Gross Settlement Fund for 75% of the
20 PAGA penalties, payable to the California Labor Workforce Development Agency.

21 15. The Court also hereby approves and orders payment from the Gross Settlement
22 Fund for actual settlement administration expenses incurred by the Settlement Administrator,
23 CPT Group, Inc., in the amount of Thirty -Nine Thousand Five Hundred Dollars (\$39,500.00).

24 16. The Court also hereby approves and orders that all amounts from uncashed
25 Settlement Award checks after the expiration date will be deposited with the State Controller of
26 the State of California, pursuant to applicable law.

27 17. The Court also hereby finds and orders that the Settlement Agreement is and
28

1 constitutes a fair, adequate, and reasonable compromise of the Released Claims against
2 Defendant and the Released Parties.

3 18. Provided the Settlement becomes effective under the terms of the Settlement
4 Agreement, the Court also hereby orders that Defendant will wire the funds for payments
5 pursuant to the Settlement Claims Administrator within seven (7) calendar days after the
6 Settlement Effective Date. Within 20 days of the Settlement Effective Date, the administrator
7 shall mail to each Qualified Claimant his or her final payment by First Class U.S. Mail, and
8 shall make all other payments required by the terms of the Settlement. Within ten (10) calendar
9 days after the mailing of the final payments to Qualified Claimants, the Claims Administrator
10 shall provide Class Counsel and Defendant's Counsel a written confirmation of this mailing.

11 19. The Court also hereby finds that there were no objections to the Settlement
12 raised by any person on the record at the hearing on the Final Order.

13 **IT IS SO ORDERED.**

14
15 Dated: AUG 28 2014

16 **RAFAEL A. ONGKEKO, JUDGE**

17 HON. Rafael A. Ongekeko
18 JUDGE OF THE SUPERIOR COURT
19
20
21
22
23
24
25
26
27
28

SEYFARTH SHAW LLP

Diana Tabacopoulos (SBN 128238)
dtabacopoulos@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067
Telephone: (310) 277-7200
Facsimile: (310) 201-5219

Attorneys for Defendants
GLENDALE ADVENTIST MEDICAL CENTER

LAW OFFICE OF JOSEPH ANTONELLI

Joseph Antonelli
JAntonelli@antonellilaw.com
Janelle Carney
JCarney@antonellilaw.com
14758 Pipeline Ave., Suite #, 2nd Floor
Chino Hills, CA 91709
Telephone: (909) 393-0223
Facsimile: (909) 393-0471

Attorneys for Plaintiff
Steven Bright on behalf of himself and all others
similarly situated

LAVI & EBRAHIMIAN, LLP

Joseph Lavi
jlavi@lelawfirm.com
Jordan D. Bello
jbello@lelawfirm.com
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, CA 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Attorneys for Plaintiff
Sandra E. Bernal

MOSS BOLLINGER LLP

Dennis F. Moss
dennis@dennismosslaw.com
15300 Ventura Boulevard
Sherman Oaks, CA 91403
Telephone: (310) 773-0323

Attorneys for Plaintiff
Steven Bright on behalf of himself and all others
similarly situated

LAW OFFICES OF SAHAG MAJARIAN II

Sahag Majarian II
SahagII@aol.com
18250 Ventura Boulevard
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Attorneys for Plaintiff
Sandra E. Bernal

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

STEVEN BRIGHT, on behalf of himself and all
others similarly situated and the general public

Plaintiffs,

v.

Case No. BC619998

Assigned To: Hon. Ann I. Jones

**AMENDED JOINT STIPULATION OF
SETTLEMENT AND RELEASE**

1 GLENDALE ADVENTIST MEDICAL
2 CENTER, a California corporation; and DOES 1-
100, inclusive,

3 Defendants.

4 SANDRA E. BERNAL, on behalf of herself and
5 others aggrieved

6 Plaintiff,

7 v.

8 GLENDALE ADVENTIST MEDICAL
9 CENTER, a California corporation; ADVENTIST
10 HEALTH SYSTEM/WEST, a California
11 corporation; ADVENTIST HEALTH, a business
entity unknown; and DOES 1-100, inclusive,

12 Defendants

Complaint Filed: May 11, 2016

Trial Date: None Set

Case No. BC614236

Complaint Filed: March 17, 2016

Trial Date: None Set

13 This Joint Stipulation of Settlement and Release is made and entered into between Plaintiff
14 Steven Bright ("Bright") and Sandra E. Bernal ("Bernal") (collectively, "Class Representatives" or
15 "Plaintiffs") individually and on behalf of the Class defined herein, and Defendant Glendale Adventist
16 Medical Center ("Defendant") (together, the "Parties").

17 **I. DEFINITIONS**

18 1. "Action" means the Complaints styled as *Bright v. Glendale Adventist Medical Center*,
19 Case No. BC619998 and *Sandra E. Bernal v. Glendale Adventist Medical Center*, Case No. BC614236,
20 filed May 11, 2016 and March 17, 2016, respectively, as well as the amended complaint to be filed in
21 case number BC619998 as a condition of this Settlement upon Preliminary Approval. Prior to the filing
22 of the amended complaint, the Bernal action shall be dismissed, and Bernal will be added as a plaintiff
23 in the Bright matter.

24 2. "Claims Administrator" means CPT Group, Inc.

25 3. "Class" means all persons who are, have been, or will be employed by Defendant in a
26 non-exempt position in California at any time during the period of March 17, 2012 through the date of
27 Preliminary Approval.
28

1 4. “Class Counsel” means Joseph Antonelli, Janelle Carney of the Law Office of Joseph
2 Antonelli, Dennis Moss of Moss Bollinger LLP, Joseph Lavi, Jordan D. Bello of Lavi & Ebrahimian,
3 LLP, and Sahag Majarian II of the Law Offices of Sahag Majarian II.

4 5. “Class Members” means all persons who have been employed by Defendant as a non-
5 exempt or hourly employee in California (“Covered Position”) at any time during the period March 17,
6 2012 through the date of Preliminary Approval.

7 6. “Class Period” means the time period from March 17, 2012 through the date of
8 Preliminary Approval.

9 7. “Class Representatives’ Released Claims” refers to the claims released in paragraph 39
10 herein.

11 8. “Court” means the Superior Court of the State of California for the County of Los
12 Angeles, Central District.

13 9. “Defendant’s Counsel” means Seyfarth Shaw LLP.

14 10. “Earnings” means gross wages of the kind reflected in boxes 3 and 5 on IRS Form W2
15 for Class Members during the Class Period based on Defendant’s records.

16 11. “Final Approval” means the date the Court enters an order granting final approval of the
17 Settlement.

18 12. “Final Judgment” means the Order Granting Final Approval of Class and Collective
19 Action Settlement and Judgment entered by the Court.

20 13. “Final Settlement Share” for a Qualified Claimant means: 1) As to the Net Settlement
21 Amount, the percentage calculated by dividing the Qualified Claimant’s Earnings during the class period
22 by the Total Earnings for the portion of the Net Settlement Amount allocable to a Qualified Claimant.

23 14. “Gross Settlement Amount” is the sum of Three Million U.S. Dollars (\$3,000,000.00)
24 which represents the maximum amount payable in this Settlement by Defendant, which includes,
25 without limitation: (a) attorneys’ fees to Class Counsel not to exceed \$1,000,000.00; (b) litigation costs,
26 subject to Court approval, with respect to which Defendant agrees not to oppose an amount of up to
27 \$60,000.00, subject to the statutory written proof thereof; (c) up to \$12,500.00 and \$7,900.00 in Service
28 Enhancement Payments to Class Representatives Bright and Bernal, respectively, subject to Court

1 approval; (d) a reasonable amount to the Claims Administrator to administer the Settlement, estimated at
2 this time to be approximately \$38,000.00; (e) the sum of \$25,000.00, 75% (\$18,750) of which is to be
3 paid to the California Labor Workforce Development Agency as civil penalties pursuant to California
4 Labor Code Section 2699(i) and (j), and 25% of which (\$6,250) is part of the Net to be distributed to
5 class members; (f) all legally required withholding and employer taxes on settlement payments.

6 15. "Net Settlement Amount" is the portion of the Gross Settlement Amount available for
7 distribution to Class Members, and is equal to the Gross Settlement Amount less: (a) attorneys' fees to
8 Class Counsel not to exceed \$1,000,000.00; (b) litigation costs, subject to Court approval, with respect
9 to which Defendant agrees not to oppose an itemized amount of up to \$60,000.00; (c) up to \$12,500.00
10 and \$7,900.00 in Service Enhancement Payments to Class Representatives Bright and Bernal,
11 respectively, subject to Court approval; (d) a reasonable amount to the Claims Administrator to
12 administer the Settlement, estimated at this time to be approximately \$38,000.00; (e) the sum of
13 \$18,750, of which is to be paid to the California Labor Workforce Development Agency as its share of
14 \$25,000 in civil penalties pursuant to California Labor Code Section 2699(i) and (j); (f) all legally
15 required withholding and employer taxes on settlement payments.

16 16. "Notice of Settlement" means the Notice of Class Action and Collective Action
17 Settlement, attached as Exhibit 1.

18 17. "Opt Out Period" means a period of forty-five (45) calendar days from the date the
19 Claims Administrator mails the Settlement Documents to Class Members.

20 18. "Preliminary Approval" means the date the Court approves this Stipulation and the
21 exhibits thereto, and enters an order providing for notice to Class Members, an opportunity to opt out of
22 the Class, an opportunity to submit timely objections to the Settlement, and setting a hearing for Final
23 Approval of the Settlement.

24 19. "Qualified Claimant" means a Class Member who has not timely filed a Request for
25 Exclusion.

26 20. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
27 request to be excluded from the Settlement in the manner set forth in this Agreement.
28

1 21. "Settlement Documents" means the Stipulation and the proposed Notice of Settlement
2 (Exhibit 1).

3 22. "Settlement Effective Date" means the first day following the last of the following
4 occurrences:

5 a. The date and time to appeal or seek permission to appeal or seek other judicial
6 review of the entry of Final Judgment has expired with no appeal or other judicial review having been
7 taken or sought; or

8 b. If an appeal or other judicial review has been taken or sought, the date the Final
9 Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other
10 judicial review, or the date the appeal(s) or other judicial review are finally concluded with no
11 possibility of subsequent appeal or other judicial review.

12 23. The "Settlement Period" is March 17, 2012 through the date that the Court grants
13 Preliminary Approval of the settlement. The Parties will request that the Court, in its final approval of
14 this settlement, enjoin Class Members who have not submitted a valid request for exclusion from
15 initiating or prosecuting any proceeding on any claim to be released pursuant to this Stipulation.

16 24. "Settling Class Members" or "Settlement Class" means all Class Members who do not
17 submit a valid request for exclusion to the Claims Administrator as to all state and all federal non-Fair
18 Labor Standards Act (FLSA) claims and all Class Members who cash their settlement checks as to
19 FLSA claims.

20 25. "Settling Parties" means Defendant and Settling Class Members.

21 26. "Stipulation" or "Settlement" means this Joint Stipulation of Settlement and Release.

22 27. "Total Earnings" means the aggregate of Earnings for all Class Members.

23 **II. RECITALS**

24 28. As a condition of the settlement, upon Preliminary Approval, Plaintiffs will file the First
25 Amended Complaint entitled *Steven Bright and Sandra E. Bernal v. Glendale Adventist Medical Center*,
26 Case No. BC619998, attached hereto as Exhibit 2 and incorporated herein by this reference. The First
27 Amended Complaint, upon filing, will be expressly incorporated as part of the Action that is being
28

1 settled by the Parties in this Settlement. Prior to filing of the amended complaint, the Bernal action
2 shall be dismissed, and Bernal will be added as a plaintiff in the Bright matter.

3 29. Plaintiffs allege various state wage and hour law claims, including claims for overtime,
4 off-the-clock work and unpaid wages, failure to provide meal and rest periods, itemized wage
5 statements, and all monies due upon termination, as well as violations of the FLSA. Plaintiffs contend
6 that the Action is appropriate for class and collective action treatment. Defendant denies any liability or
7 wrongdoing of any kind associated with the Action, and contends that, for any purpose other than
8 settlement, the Action is not appropriate for class or collective action treatment pursuant to California
9 Code of Civil Procedure § 384 or 29 U.S.C. § 216(b), respectively. Defendant further contends that it
10 has complied with all state wage and hour laws and with the FLSA. Neither this Settlement, nor any
11 Final Judgment in this Settlement, shall constitute an admission of any form of wrongdoing or liability
12 on the part of Defendant or the accuracy of any allegation raised in the Action. This Settlement is
13 entered into in compromise of disputed claims. Plaintiffs and Defendant intend, by their actions
14 pursuant to this Settlement, to avoid the expense, delay, uncertainty, and burden of litigation. This
15 Settlement and any related court documents or orders may not be cited or otherwise admitted as
16 evidence of liability or that class certification is appropriate. There has been no final determination by
17 any Court as to the merits of the Action or whether it is certifiable, other than for settlement purposes
18 only.

19 30. On February 13, 2017 and June 5, 2018, the Parties participated in full day mediation
20 sessions with mediators Jeffrey Krivis and the Honorable Peter Lichtman, respectively. With the
21 assistance of mediation, the Parties reached this Settlement. All terms of the Parties' settlement are
22 contained within this Stipulation. At all times, the Parties' settlement negotiations have been non-
23 collusive, adversarial, and at arm's length.

24 31. Class Counsel represent that they have conducted a thorough investigation of the Action
25 and have diligently pursued an investigation of the Class Members' claims against Defendant, including
26 reviewing relevant documents, applicable law and potential defenses. Based on their own independent
27 investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and
28

adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of loss and significant delay and defenses asserted by Defendant.

32. The entry of Final Judgment shall dismiss with prejudice all claims set forth in paragraphs 38-39 below and bar all Settling Class Members from pursuing those released claims. Defendant's Counsel and Class Counsel agree to cooperate and take all steps necessary and appropriate to obtain Preliminary and Final Approval of this Settlement, to effectuate its terms, and to secure entry of Final Judgment.

III. TERMS OF SETTLEMENT

33. Settlement Sum:

a. Under no circumstances will Defendant make settlement or any other payments pursuant to this Settlement totaling in excess of the Gross Settlement Sum.

b. Each Class Member shall be entitled to a share of the Net Settlement Amount based on his/her Earnings as further described in paragraph 51. The total earnings of all class members' will be totaled. Each Settlement Class Member will receive a pro rata share of the Net Settlement that coincides with his or her percentage of the total earnings of Class members during the class period. (e.g. If the class' earnings during the settlement period were \$100,000,000, the net settlement was \$1,850,000, and a class member earned \$400,000 during the class period, the class members settlement share would be \$7,400.) $\$400,000 \text{ divided by } \$100,000,000 = .004 \times \$1,850,000 = \$7,400$)

c. Each Class Member may participate in the Settlement only if he/she does not elect to timely submit a Request for Exclusion. If a Class Member does not timely file a valid Request for Exclusion, he or she will be issued a settlement payment based on his or her Final Settlement Share without the need to submit a claim form and will be bound by the terms of the Settlement as to his/her state law and federal claims, as described in paragraphs 38-39, if the settlement is granted final approval by the Court.

34. Attorneys' Fees and Costs. Subject to Court approval, and paragraph 53, Class Counsel will receive from the Settlement Sum \$1,000,000.00, which represents thirty-three and one-third percent (33-1/3%) of the Gross Settlement Amount, in attorneys' fees, incurred to compensate Class Counsel for the work already performed in this case and all work remaining to be performed in documenting the

1 Settlement, securing Court approval of the Settlement, ensuring that the Settlement is fairly
2 implemented and obtaining dismissal with prejudice of the Action. Defendant agrees not to oppose a
3 request for costs of up to \$60,000.00, subject to the conditions stated in paragraph 15. Class Counsel
4 will decide the allocation of fees and costs among themselves. If the Court awards Class Counsel less
5 than thirty-three and one-third percent (33-1/3%) of the Gross Settlement Sum as fees or less than the
6 \$60,000.00 in costs that Defendant agrees not to oppose, then the residual shall be added to the Net
7 Settlement Amount and distributed on a pro rata basis to Qualified Claimants. Defendant, through CPT,
8 will issue IRS Forms 1099 to Class Counsel reflecting payment of attorneys' fees and costs.

9 35. Service Enhancement Payments to Class Representatives. Conditioned upon the Class
10 Representatives' execution of the general release in paragraph 39 of this Stipulation, and subject to court
11 approval, Defendant agrees to pay up to \$7,900.00 to Class Representative Bernal and up to \$12,500.00
12 to Class Representative Bright as Service Enhancement Payments for their services as Class
13 Representatives, in addition to any payment they each may otherwise receive as a Class Member. If the
14 Court awards the Class Representatives less than the sums stated above, then the residual shall be added
15 to the Net Settlement Amount and distributed on a pro rata basis to Qualified Claimants. Defendant,
16 through CPT, will issue IRS Forms 1099 to the Class Representatives for their Service Enhancement
17 Payments.

18 36. Conditional Certification of the Classes. The Parties stipulate to the conditional
19 certification of the Class as defined herein for settlement purposes only. As set forth in paragraph 45,
20 this provision is void and all terms of this Settlement are void if this Settlement is not approved by the
21 Court. The Parties further stipulate that, for settlement purposes only, Steven Bright and Sandra E.
22 Bernal may be appointed as Class Representatives. Defendant's stipulation to this settlement class shall
23 not be construed as an admission or acknowledgement of any kind that any class should be certified or
24 given class or collective action treatment.

25 37. Tax Treatment. Of the amounts to be paid to Qualified Claimants for all released claims,
26 the Parties agree that, for purposes of this settlement, thirty-three and one-third percent (33-1/3%) is
27 allocated to civil penalties, thirty-three and one-third percent (33-1/3%) is allocated to interest, and
28 thirty-three and one-third percent (33-1/3%) is allocated to wages and subject to withholding by

1 Defendant. The Class Representatives and Qualified Claimants shall be exclusively liable for any and
2 all non-employer tax liability and should consult with their tax advisors concerning the tax consequences
3 of the payments they receive under the Settlement.

4 38. Released State and Federal Law Claims By Class Members. Upon the final approval by
5 the Court of this Settlement, and except as to the right to enforce the terms and conditions of this
6 Settlement Agreement, all Class Members, except those who have filed a timely request for exclusion,
7 who cash their settlement check hereby fully release Defendant, Adventist Health System/West,
8 Adventist Health, and all of Defendant's present and former parent companies, subsidiaries, affiliates
9 and joint ventures, and all of their officers, directors, employees, agents, servants, registered
10 representatives, attorneys, insurers, successors and assigns, and any other persons acting by through,
11 under or in concert with any of them ("Releasees"), from any and all claims, debts, liabilities, demands,
12 obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or
13 causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under
14 any legal theory under federal and state law for any alleged failure to pay all wages due (including
15 minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work),
16 failure to provide meal and rest periods, failure to timely pay wages and final wages, failure to furnish
17 accurate wage statements including claims derivative and/or related to these claims, liquidated damages,
18 conversion of wages, and record-keeping violations, up to and including the date of preliminary
19 approval by the Court. This Release shall include without limitation, claims that were raised, or that
20 reasonably could have been raised based on the facts and allegations in the Action under the applicable
21 regulations, Wage Orders and Labor Code, including sections 201, 202, 203, 204, 206, 218, 218.5, 226,
22 226.3, 226.7, 227.3, 510, 511, 512, 515, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197,
23 1197.1, 1198, and 1199 as well as claims under Business and Professions Code section 17200 *et seq.*, as
24 alleged in the Action, and/or Labor Code section 2698 *et seq.* based on alleged violations of these Labor
25 Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* This Settlement
26 Agreement is conditioned upon the release by all members of the Settlement Class of any claim under
27 Labor Code section 2699, and upon covenants by all members that they will not participate in any
28 proceeding seeking penalties under Section 2699. The Parties stipulate that beyond the Gross Fund

1 Value, Defendant shall not owe any further monies to the Settlement Class or to the State of California
2 based upon the claims made in the Lawsuit. This release shall be effective from March 17, 2012
3 through the date of Preliminary Approval. If a Class Member does not submit a timely and valid request
4 for exclusion form, he or she will still release all Releasees of the Released Claims up to and including
5 the date of Preliminary Approval by the court, except for any claims under the Fair Labor Standards Act.

6 39. Class Representatives' Released Claims. The Class Representatives hereby fully and
7 finally release and discharge Defendant from any and all claims, whether known or unknown, arising
8 during the period from the beginning of their respective dates of employment with Defendant to the date
9 on which the Class Representative executes this Stipulation ("Class Representative Release Period"),
10 whether under federal, state and/or local law, statute, ordinance, regulation, common law, or other
11 source of law; whether or not such claims are in the nature of claims for damages, unpaid wages,
12 premium pay, deductions, unreimbursed business expenses, waiting-time penalties, or other penalties for
13 overtime, missed meal periods, missed rest breaks, and other alleged wage-and-hour violations,
14 attorneys' fees or injunctive relief; and whether sounding in contract or tort. The Class Representatives'
15 Released Claims include, but are not limited to, claims arising from or dependent on the Title VII of the
16 Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §
17 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*; the
18 Age Discrimination in Employment Act, as amended; the Fair Labor Standards Act, 29 U.S.C. § 201, *et*
19 *seq.*; the Civil Rights Act of 1991; 42 U.S.C. § 1981; Executive Order 11246; Executive Order 11141;
20 the Rehabilitation Act of 1973; the Equal Pay Act; Federal Employee Polygraph Protection Act; the
21 National Labor Relations Act; the Worker Adjustment and Retraining Notification Act; the Genetic
22 Nondiscrimination Act of 2008; the California Fair Employment and Housing Act, including
23 Government Code Sections 12900, *et seq.*; the California Family Rights Act; the California Pregnancy
24 Disability Act; and the California Labor Code; any applicable California Industrial Welfare Commission
25 order; and all of their implementing regulations; claims arising from or dependent on federal or local
26 laws or regulations prohibiting discrimination or harassment in employment or otherwise, or enforcing
27 express or implied contracts, requiring employers to deal fairly or in good faith, or restricting an
28 employer's right to terminate employees, wrongful discharge, wrongful termination in violation of

1 public policy, constructive termination, retaliation, defamation, conspiracy, infliction of emotional
2 distress (intentional or negligent), invasion of privacy, assault, battery, physical or personal injury,
3 emotional distress, fraud, negligent misrepresentation, misrepresentation, or any other tort, or any law,
4 such as California Business & Professions Code Section 17200. Notwithstanding the foregoing, nothing
5 in this Settlement releases any claims that cannot be released as a matter of law. Nothing in this
6 Agreement shall affect or interfere with either Class Representative's right to participate, cooperate,
7 initiate or assist in an investigation or proceeding conducted within Defendant or by any government
8 agency (including but not limited to the Equal Employment Opportunity Commission), oversight board,
9 commission or other regulatory or investigative body. However, each Class Representative is waiving
10 any right to receive any individual remedy, such as money damages, in connection with any such
11 investigation or proceeding, including but not limited to any judicial action brought on any Class
12 Representative's behalf by any government agency.

13 The Class Representatives acknowledge that, before signing this Release, they have twenty-one
14 (21) calendar days to consider it. They further understand that they may sign this Release at any time
15 before the expiration of the 21-day consideration period. The Class Representatives agree and
16 understand that they may revoke this Agreement and their respective waivers of Age Discrimination in
17 Employment Act and Fair Employment and Housing Act claims within seven (7) calendar days after
18 their respective executions of it, and that the Agreement shall not become effective or enforceable until
19 at least seven (7) calendar days after the date on which they sign below. Any revocation must be in
20 writing and delivered by hand or certified mail to Diana Tabacopoulos, Seyfarth Shaw LLP, 2029
21 Century Park East, Suite 3500, Los Angeles, CA 90067. Failure to revoke within seven (7) calendar
22 days will result in the waiver being permanent. If either Class Representative revokes within seven (7)
23 calendar days, then the entire Agreement is voidable by Defendant as set forth in paragraph 45.

24 In addition, as to the Class Representatives' Released Claims, the Class Representatives shall be
25 deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
26 rights, and benefits they may otherwise have had relating to the Class Representatives' Released Claims
27 pursuant to Section 1542 of the California Civil Code, which provides as follows:
28

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

5 Class Representatives hereby represent that other than the First Amended Complaint, they have
6 no other charges or cases or proceedings pending against Defendant.

7 40. Objections. All objections to the settlement by anyone, including Class Members, must
8 be served upon the Claims Administrator no later than forty-five (45) calendar days after the mailing of
9 the Settlement Documents, notwithstanding any argument regarding non-receipt of the notice. The
10 objection must state the Class Member's full name and address and must be signed, dated, completed
11 and postmarked by no later than forty-five (45) calendar days after the mailing of the Settlement
12 Documents.

13 41. Requests for Exclusion from the Settlement. Class Members who wish to be excluded
14 from the Settlement must submit a written exclusion within the Opt Out Period. The request for
15 exclusion must state the Class Member's name and address, and either employee identification number
16 or last four digits of Social Security number, and must be signed, dated, completed and postmarked on
17 or before the last day of the Opt Out Period and sent to Glendale Adventist Medical Center Class Action
18 Settlement c/o CPT Group. Request for exclusions that are post-marked after the expiration of Opt Out
19 Period will be rejected, and Class Members submitting untimely request for exclusions shall be bound
20 by the Settlement and its releases and will be considered Qualified Claimants as set forth herein for
21 settlement distribution purposes.

22 42. Court Approval of the Settlement. Class Counsel shall be responsible for preparing and
23 filing the Motion for Preliminary Approval of the Settlement and the Motion for Final Approval of the
24 Settlement.

25 A. If the Settlement receives preliminary approval from the Court, the Final
26 Approval hearing shall be scheduled to occur within thirty (30) calendar days following the end of the
27 Opt Out Period, or at the earliest date available to and proposed by the Court.

28 B. Prior to the Final Approval hearing, Class Counsel will submit a proposed
Final Order (i) finding the Settlement fair, reasonable, and in the best interests of Class Members, (ii)

1 approving Class Counsel's application for an award of attorneys' fees and costs, (iv) approving the Class
2 Representatives' application for Service Enhancement Payments, (v) approving the PAGA payment,
3 (vi) approving payment of claims administration fees, and (vii) for a final order entering judgment
4 against Defendant and releasing and barring any further actions by Class Members who do not opt out of
5 the settlement as to all state law and non-FLSA federal law claims and releasing and barring any further
6 actions by Class Members who cash the checks issued to them in connection with this settlement as to
7 all claims under the FLSA.

8 43. Motion for Attorneys' Fees and Costs. Class Counsel shall file a Motion for Attorneys'
9 Fees and Costs with their Motion for Final Approval.

10 44. Right to Revoke. Defendant retains the right to void this Stipulation and all of its
11 provisions within fifteen (15) calendar days after expiration of the Opt Out Period if thirty (30) or more
12 of eligible Class Members opt out of the Settlement by filing a timely Request for Exclusion.

13 45. Termination of Settlement Agreement. If the conditions of the Settlement set forth in this
14 Stipulation are not satisfied, or if Defendant voids the Settlement under paragraph 44 above, or if the
15 Court does not enter the Final Judgment as provided for in this Stipulation, or if appellate review is
16 sought and on such review the Court's decision is materially modified or reversed, or, if one or more of
17 the terms of the Settlement are not approved or the Stipulation with respect to one or more such terms is
18 materially modified or reversed, then this Stipulation shall be voidable. If this Stipulation is terminated,
19 revoked, or canceled pursuant to its terms, the Parties to this Stipulation shall be deemed to have
20 reverted to their respective statuses as of the date and time immediately prior to the execution of this
21 Stipulation. Except as provided herein, this Stipulation shall not be capable of being canceled or
22 terminated following the Settlement Effective Date.

23 **IV. CLAIMS ADMINISTRATION**

24 46. Claims Administrator Duties. The Claims Administrator shall perform, without
25 limitation, the following duties: (a) using the data provided by Defendant to prepare the Class Notice;
26 (b) mailing the Settlement Documents to Class Members by First Class U.S. Mail; (c) tracking returned
27 Requests for Exclusion, Objections or work week disputes; (d) notifying Defendant and Class Counsel
28 of timely and untimely exclusions, objections or work week disputes; (e) calculating the amounts due to

1 each Class Member pursuant to the Settlement; (f) notifying Defendant and Class Counsel of any
2 disputes regarding claims by the Class Members; (g) allowing Defendant and Class Counsel to comment
3 on any disputes regarding claims by the Class Members, and making a final decision which will be
4 binding on the Parties and the Class Members and non-appealable; (h) preparing and mailing all
5 settlement checks and tax forms to Qualified Claimants by First Class U.S. Mail; (i) collecting cashed
6 settlement checks and tracking signatures; (j) providing a declaration of all Class Members who have
7 cashed their checks by not later than two months after the expiration of check-cashing period; and
8 (k) escheating all unclaimed funds to the State of California. The Claims Administrator will provide to
9 Class Counsel and to Defendant's Counsel the number of Class Members who (a) object to the
10 Settlement, (b) request exclusion from the Settlement, or (c) otherwise express any opposition to the
11 Settlement, within five (5) calendar days of such occurrence.

12 47. Provision of Confidential Database. Defendant shall provide to the Claims
13 Administrator, within seven (7) calendar days following the Court's approval of the Settlement
14 Documents, a confidential database of all Class Members, including last known addresses, dates of
15 employment, Earnings, and social security numbers. This database shall be based on Defendant's
16 payroll and other business records. This database will be maintained as strictly confidential and used by
17 the Claims Administrator for the sole purpose of administering the Settlement herein. It shall not be
18 shared with Class Counsel or any other counsel.

19 48. Mailing of Settlement Documents. Within fifteen (15) calendar days after the Claims
20 Administrator receives the confidential database, the Claims Administrator shall mail the Settlement
21 Documents by First Class U.S. Mail. The Claims Administrator will use the United States Postal
22 Service National Change of Address List to verify the accuracy of all addresses before the initial mailing
23 date to ensure that the Settlement Documents are sent to all Class Members at the addresses most likely
24 to result in immediate receipt of them. It will be conclusively presumed that if an envelope so mailed
25 has not been returned within thirty (30) calendar days of the mailing that the Class Member received the
26 Settlement Documents. With respect to returned envelopes, within five (5) calendar days after receipt of
27 the returned envelope, the Claims Administrator will perform one routine skip trace procedure to obtain
28

1 a current address and re-mail, by First Class U.S. Mail, the Settlement Documents with a new Opt Out
2 Period deadline of fifteen (15) days after mailing.

3 49. Challenges to Class Members' Earnings Data. In calculating each Class Member's share
4 of the settlement, Defendant's records regarding the Earnings of Class Members shall be presumed to be
5 correct. Class Members who challenge Defendant's records must submit a challenge in writing to the
6 Claims Administrator and will bear the burden of proof, i.e., a Class Member who fails to provide
7 written proof will have his or her challenge denied. All such challenges must be received within the Opt
8 Out Period. The parties will then have ten (10) calendar days to investigate the challenge and determine
9 whether any additional amount is owed to the Class Member making the challenge. In no case will a
10 challenge to employment data result in a payment by Defendant in excess of the Gross Settlement
11 Amount. If the parties cannot agree on the Earnings challenge, the Claims Administrator will resolve
12 this dispute.

13 50. Status of Claims Administration and List of Qualified Claimants. Within thirty (30)
14 calendar days after the expiration of the Opt Out Period, the Claims Administrator shall provide to Class
15 Counsel and Defendant's Counsel a declaration summarizing the results of the class notice mailing
16 process that shall include, among other things, the number of Settlement Documents mailed and the
17 number of timely requests for exclusion received. This declaration shall also confirm the Claims
18 Administrator's total costs and expenses incurred in the administration of this case, including a
19 reasonable estimate of the costs and expenses needed to complete the mailing of final payments to
20 Qualified Claimants and other remaining administration of the Settlement, including preparation of tax
21 documentation and an ongoing compilation of cashed settlement checks and declaration regarding same.
22 When and if the Court grants Final Approval of the Settlement, the Claims Administrator shall promptly
23 provide Defendant with a final list of all Settling Class Members as well as a periodic report of Qualified
24 Claimants who cash their settlement checks until such time as the settlement checks expire in
25 accordance with paragraph 58.

26 51. Calculation of Final Settlement Share. Within twenty (20) calendar days after Final
27 Approval and the resolution of any challenges to employee data pursuant to paragraph 49 above, the
28 Claims Administrator will calculate the pro rata settlement payments to Qualified Claimants based on

1 each Qualified Claimant's Earnings as defined in Paragraph 10. The Claims Administrator will provide
2 Class Counsel and Defendant with a spreadsheet showing how settlement amounts were calculated, but
3 this document shall not contain the names or other identifying information about individual Qualified
4 Claimants.

5 52. Distribution of Final Payments to Qualified Claimants. No money will be distributed to
6 any Qualified Claimant until expiration of the Settlement Effective Date. Thereafter, the Claims
7 Administrator shall mail to each Qualified Claimant his or her final payment within twenty (20) calendar
8 days by First Class U.S. Mail. Within ten (10) calendar days after the mailing of the final payments to
9 Qualified Claimants, the Claims Administrator shall provide Class Counsel and Defendant's Counsel a
10 written confirmation of this mailing. Defendant shall wire the funds for such payments to the Claims
11 Administrator seven (7) calendar days after the Settlement Effective Date.

12 53. Payment of Costs and Attorneys' Fees and Service Enhancement Payments. No
13 attorneys' fees, costs, or Service Enhancement Payments will be distributed until twenty (20) calendar
14 days after expiration of the Settlement Effective Date. Thereafter, the Claims Administrator shall
15 (a) distribute all attorneys' fees, in an amount allowed by the Court not to exceed \$1,000,000.00, and
16 awarded costs, at such time as Class Counsel provides CPT and Defendant with email confirmation
17 agreed to by all Class Counsel stating that they have reached an agreement as to the division of all
18 attorneys' fees and costs; and (b) distribute the Class Representatives' Service Enhancement Payments
19 in an amount not to exceed \$7,900.00 (Bernal) and \$12,500.00 (Bright). In the event that the Court (or
20 any appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less than
21 the amount requested as the Service Enhancement Payments, only the awarded amounts shall be paid,
22 and any remaining or unawarded portion of the requested fee, cost, and/or Service Enhancement
23 Payment shall be added to the Net Settlement Amount. Defendant shall wire the funds for attorneys'
24 fees, costs and enhancement payments to the Claims Administrator seven (7) calendar days after the
25 Settlement Effective Date. Class Counsel agree that all awarded attorneys' fees may be sent to CPT for
26 distribution as specified above and that in no event will Defendant be responsible for payment of any
27 attorneys' fees to any counsel except as set forth in this Stipulation.

28 **V. MISCELLANEOUS PROVISIONS**

1 54. Covenants and Representations by the Signatories to the Settlement.

2 A. The Class Representatives are aware of the following legal actions against
3 Defendant alleging claims that overlap with the claims released in this agreement: *Aimee Zetina v.*
4 *Glendale Adventist Medical Center*, Superior Court, State of California, County of Los Angeles, Case
5 No. BC708653 and *Irvin Talag v. Glendale Adventist Medical Center*, State of California, County of
6 Los Angeles, Case No. BC71166. The Class Representatives covenant that, to the extent those claims
7 overlap with the claims released in paragraph 38-39 of this Stipulation, and arose during the applicable
8 release period, they will not participate in those actions and will opt out of those actions.

9 B. Class Representative Bernal agrees that she will not seek re-employment with
10 Defendant or its successors or affiliated entities.

11 C. Defendant will not retaliate against any Class Representative or Class Member
12 with respect to his or her decision to participate or not participate in the Settlement.

13 55. Drafting. The Parties hereto agree that the terms and conditions of this Stipulation are the
14 result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be
15 considered the "drafter" of this Stipulation for purposes of having terms construed against that Party.
16 Through their signatures, the Class Representatives represent that their counsel consent to the terms of
17 this Settlement and will abide by the terms thereof.

18 56. Class Information Confidential. Names of Class Members and their allocation amounts
19 shall be kept strictly confidential by the Claims Administrator, who will not release such information to
20 Class Counsel and will only file such information under seal if necessary. Notwithstanding this
21 provision, if a Class Member or Class Representative asks his or her counsel or Class Counsel to request
22 information about the computation of his or her settlement payment, the Claims Administrator may
23 provide contact information and/or information regarding the computation of the individual Class
24 Member's or Class Representative's settlement payment to Class Counsel or the Class Representative's
25 counsel to allow counsel to respond to such inquiries. Class Counsel agrees that any information they
26 receive or have received in connection with this Settlement, including but not limited to computational
27 information provided to Class Counsel pursuant to the Settlement, may be used for this Action only, and
28 may not be used for any purpose or in any other action or proceeding.

1 57. Non-Disclosure. Neither the Class Representatives nor Class Counsel, shall publicize,
2 directly or indirectly, or cause to be publicized, directly or indirectly, the discussions resulting in or the
3 existence of this Settlement or its terms, in any type of mass media or social media, including but not
4 limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts,
5 newspapers, messages on the Internet, Facebook, Twitter, or any other social media, Class Counsels'
6 website or any other website of any kind.

7 58. The Class Representatives and Class Counsel agree not to respond to any press inquiries
8 concerning the Settlement except to refer reporters to the papers filed with the Superior Court.

9 59. Uncashed Settlement Checks. Settlement checks issued to Qualified Claimants pursuant
10 to this Stipulation shall remain negotiable for a period of one hundred eighty (180) calendar days from
11 the date of mailing. The funds associated with any checks not properly or timely negotiated shall be
12 deposited with the State Controller of the State of California, pursuant to applicable law. They shall not
13 be remitted to the Department of Industrial Relations. Qualified Claimants who fail to negotiate their
14 check(s) within the specified time limit shall, like all Settling Class Members, remain bound by the
15 Settlement and its releases, except with respect to claims under FLSA. All Qualified Claimants who
16 timely cash their checks will be deemed to have opted into the FLSA settlement and shall release their
17 rights under the FLSA. Within 90 days of the check expiration deadline, Defendant may file under seal a
18 list of all the Class members who cashed their checks for purposes of the FLSA release.

19 60. Return and/or Destruction of Confidential Settlement Materials. Within ten (10)
20 calendar days of the Settlement Effective Date, the Class Representatives and Class Counsel shall return
21 and/or destroy all documents produced to them for settlement purposes in this Action.

22 61. Cooperation. The Parties agree to cooperate fully with one another to accomplish and
23 implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution
24 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
25 terms of this Stipulation. The Parties shall use their best efforts, including all efforts contemplated by
26 this Stipulation and any other efforts that may become necessary by Court order, or otherwise, to
27 effectuate this Stipulation and the terms set forth herein.
28

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

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

18 To the Class:
19 Joseph Antonelli
20 Janelle Carney
21 LAW OFFICE OF JOSEPH ANTONELLI
22 14758 Pipeline Ave., Suite #, 2nd Floor
23 Chino Hills, CA 91709

24 Dennis F. Moss
25 Moss Bollinger LLP
26 15300 Ventura Boulevard
27 Sherman Oaks, CA 91403

28 Joseph Lavi
 Jordan D. Bello
 LAVI & EBRAHIMIAN, LLP
 8889 W. Olympic Boulevard, Suite 200
 Beverly Hills, CA 90211

 Sahag Majarian II
 LAW OFFICES OF SAHAG MAJARIAN II
 18250 Ventura Boulevard

1 Tarzana, CA 91356

2 To Defendant:

3 Diana Tabacopoulos

4 SEYFARTH SHAW LLP

2029 Century Park East, Suite 3500

Los Angeles, California 90067-3021

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

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

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

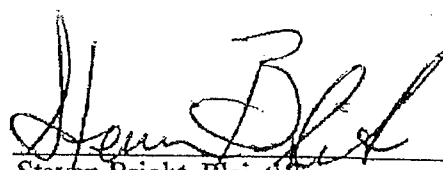
16 67. Counterparts. Because the proposed Classes have not yet been certified, and the
17 members of the proposed Classes are so numerous, the Parties agree that it is impossible or impractical
18 to have each Class Member sign this Stipulation. It is agreed that, for purposes of seeking Court
19 approval of the Settlement, this Stipulation may be executed on behalf of the proposed Class by Class
20 Counsel. The Parties may execute this Stipulation in any number of counterparts, and a facsimile
21 signature shall have the same force and effect as an original.

22 68. Integration. This Stipulation contains the entire agreement of the Parties relating to
23 settlement of the Action and all prior or contemporaneous agreements, understandings, representations
24 and statements, whether oral or in writing, are merged in this Stipulation.

25 IN WITNESS WHEREOF, this Stipulation of Settlement and Release is executed by the Parties
26 and their duly authorized attorneys, as of the day and year herein set forth.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: 3/4/19, 2018

By: 
Steven Bright, Plaintiff

DATED: _____, 2018

By: _____
Sandra Bernal, Plaintiff

DATED: _____, 2018

GLENDALE ADVENTIST MEDICAL CENTER

By: _____

DATED: _____, 2018

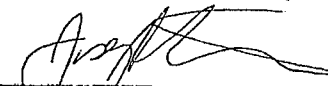
SEYFARTH SHAW LLP

By: _____

Diana Tabacopoulos
Attorneys for Defendant
Glendale Adventist Medical Center

DATED: March 4, 2019, 2018

LAW OFFICE OF JOSEPH ANTONELLI

By: 

Joseph Antonelli
Janelle Carney
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

DATED: March 5, 2019, 2018

MOSS BOLLINGER LLP

By: 

Dennis F. Moss
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

1 DATED: _____, 2018

By: Steven Bright, Plaintiff

2
3
4 DATED: 3-5-2019, 2018

By: 
Sandra Bernai, Plaintiff

5
6 DATED: _____, 2018

GLENDALE ADVENTIST MEDICAL CENTER

By: _____

7
8
9
10 DATED: _____, 2018

SEYFARTH SHAW LLP

By: _____

Diana Tabacopoulos
Attorneys for Defendant
Glendale Adventist Medical Center

11
12
13
14
15 DATED: _____, 2018

LAW OFFICE OF JOSEPH ANTONELLI

By: _____

Joseph Antonelli
Janellie Carney
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

16
17
18
19
20
21 DATED: _____, 2018

MOSS EOLLINGER LLP

By: _____

Dennis T. Moss
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

1 DATED: _____, 2018

By: _____
Steven Bright, Plaintiff

3
4 DATED: _____, 2018

By: _____
Sandra Bernal, Plaintiff

5
6 DATED: March 6, 2018⁹

GLENDALE ADVENTIST MEDICAL CENTER

7
8 By: Alice Issai
Alice Issai, President
Glendale Adventist Medical Center

9
10 DATED: 6 March, 2018⁹

SEYFARTH SHAW LLP

11
12 By: Diana T. Bacopoulos
Diana T. Bacopoulos
Attorneys for Defendant
Glendale Adventist Medical Center

13
14
15 DATED: _____, 2018

LAW OFFICE OF JOSEPH ANTONELLI

16
17 By: _____
Joseph Antonelli
Janelle Carney
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

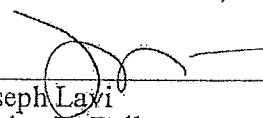
18
19
20
21 DATED: _____, 2018

MOSS BOLLINGER LLP

22
23 By: _____
Dennis F. Moss
Attorneys for Plaintiff
Steven Bright on behalf of himself and all
others similarly situated

1 DATED: 3/5, 2018²⁰¹⁹

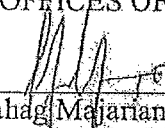
LAVI & EBRAHIMIAN, LLP

2
3 By: 

4 Joseph Lavi
5 Jordan D. Bello
6 Attorneys for Plaintiff
7 Sandra E. Bernal on behalf of herself and
8 others aggrieved

9 DATED: 3/5, 2018¹⁸

LAW OFFICES OF SAHAG MAJARIAN II

10
11 By: 

12 Sahag Majarian II
13 Attorneys for Plaintiff
14 Sandra E. Bernal on behalf of herself and
15 others aggrieved
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

Superior Court of the State of California, County of Los Angeles
Steven Bright v. Glendale Adventist Medical Center, Case No. BC619998
Sandra E. Bernal v. Glendale Adventist Medical Center, Case No. BC614236

A state court has authorized this notice. This is not a solicitation.

If you are or were employed in California by Glendale Adventist Medical Center (“GAMC” or “Defendant”) in a non-exempt position during the time period March 17, 2012 to [date of preliminary approval], then you might be a member of the Class and entitled to monetary recovery from a class action settlement.

PLEASE READ THIS NOTICE CAREFULLY.

Pursuant to the order of the Superior Court of the State of California, County of Los Angeles, entered _____, 2019, YOU ARE HEREBY NOTIFIED AS FOLLOWS: A settlement has been reached between the parties in a lawsuit pending in the Superior Court of the State of California, County of Los Angeles (“Court”) on behalf of the class identified above. You have received this notice because GAMC’s records indicate that you worked as a non-exempt employee during the periods identified above (“Class Period”). This notice is designed to advise you of how you can participate in this settlement and your rights under the settlement.

BACKGROUND OF THE SETTLEMENT

On March 18, 2016, Sandra Bernal (“Bernal”) filed a putative representative action against GAMC. On May 11, 2016, Steven Bright (“Bright”) filed a putative class action against GAMC. On ____ 2018, Plaintiffs Bright and Bernal filed a First Amended Complaint in the Bright action alleging claims for (1) Violation of B&PC §§ 17200, et seq.; (2) Failure to Pay All Wages (Lab. Code §§ 200, et seq., 218, 226, 510, 511, 1194, 1198, and 2802); (3) Failure to Pay All Wages Due to Rounding; (4) Failure to Provide Meal Breaks (Lab. Code §§ 226.7, and 512, et seq.); (5) Inaccurate Wage Statements (Lab. Code § 226); (6) Failure to Provide Rest Periods (Lab. Code §§ 226.7 and 512); (7) Failure to Pay Accrued Vacation; (8) Violation of Labor Code §§ 200, et seq.; (9) Violation of Labor Code §§ 2698-2699 Private Attorney General Act (PAGA); and (10) Failure to Pay Overtime Compensation, Fair Labor Standards Act. On or about ____, 2018, Bernal dismissed her lawsuit and was added as a plaintiff in the Bright action. Bright and Bernal filed a First Amended Complaint on ____, 2019. The First Amended Complaint and the Bright and Bernal lawsuits against GAMC described above are referred to as the “Lawsuit.”

GAMC denies that it violated the law in any manner described in the Lawsuit. The Court has not entered judgment or determined that GAMC engaged in any wrongdoing alleged in the Lawsuit. As a result of extensive settlement negotiations, the parties entered into a Joint Stipulation of Settlement and Release (“Settlement Agreement”).

The Settlement Agreement has been given preliminary approval by the Court. If you are part of the Class (referred to as “Class Members”), then you have the opportunity to participate in the settlement and receive a payment.

OPTIONS UNDER THE SETTLEMENT

Summary of Your Legal Rights and Options in this Settlement	
DO NOTHING	You do not need to do anything in order to receive your pro rata share of the settlement. You will automatically receive a check representing your pro rata share of the settlement and release certain claims under state and federal law, unless you submit a written request to exclude yourself from the Settlement. If you timely cash your settlement check, you will be deemed to have opted-in to the settlement for purposes of releasing any rights under the Fair Labor Standards Act (FLSA).
EXCLUDE YOURSELF	You may submit a written request to exclude yourself no later than _____, 2019. You will not receive your pro rata share of the settlement and you will retain your right to pursue both state and federal claims against GAMC in a separate lawsuit at your own expense.
OBJECT	You may submit a written objection if you disagree with the proposed settlement. If the court agrees with your objection, the parties can choose whether to withdraw the settlement or change its terms. If the court rejects your objection, you will be entitled to participate in the settlement provided that you have not submitted a request for exclusion.

SUMMARY OF THE PROPOSED SETTLEMENT

I. THIS SETTLEMENT IS NOT AN ADMISSION OF LIABILITY. The Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing contained in this Notice, nor the consummation of this settlement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of GAMC. GAMC vigorously denies all of Plaintiffs' material allegations. Specifically, GAMC denies that Plaintiffs and the Class Members are owed any compensation for alleged unpaid wages, overtime hours, off-the-clock work, minimum wages, meal periods or rest periods, or any related claims, or interest or penalties of any kind.

Counsel for the class ("Class Counsel") believes that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. Class Counsel cannot predict with certainty how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believes that the proposed settlement is fair, reasonable and adequate.

II. HOW WILL THE SETTLEMENT FUNDS BE DISTRIBUTED?

The total settlement paid by GAMC is \$3,000,000.00 ("Gross Settlement Amount"). From this sum, Plaintiffs will request the following deductions:

- Class Counsel attorneys' fees up to \$1,000,000.00 or 33 1/3% of the Gross Settlement Amount and costs up to \$60,000.00 as authorized by the Court;
- All expenses of administering the settlement, reasonably estimated to be approximately \$38,000.00;
- Up to \$12,500.00 and \$7,900.00 for Class Representatives' Bright and Bernal's enhancement payments respectively;
- All legally required employer withholding and employer taxes on the settlement payments; and
- \$18,750 for payment under PAGA to the State of California (Which is 75%, of a \$25,000 Private Attorney General Act payment. The remaining 25%, \$6,250, will be distributed to Class Members as part of the Net Settlement Amount).

Assuming these requests are granted in full, the settlement fund for the Class Members, prior to deduction for employer withholding and employer taxes on the settlement payments, will be approximately \$1,856,600.00 ("Net Settlement Amount").

Class Members who do not file a written request for exclusion (Qualified Claimants) will be paid pursuant to the Court-approved plan of distribution as described in the Settlement Agreement and set forth below.

III. YOUR SHARE OF THE SETTLEMENT AND HOW IT WILL BE DETERMINED

Your settlement share calculation is based on your total gross earnings of the type used for calculating Social Security and Medicare contributions usually reflected in boxes 3 and 5 of your IRS Form W2 ("earnings") in an hourly paid ("non-exempt") position during the Class Period relative to the earnings of other class members who do not opt out of the settlement. The approximate value of your claim is: \$_____.

GAMC's records will be determinative with respect to earnings for Qualified Claimants. CPT Group (the Claims Administrator) will compute each Qualified Claimant's settlement payment.

If you believe in good faith that your earnings as a non-exempt employee in California during the Class Period are incorrect, you must provide to CPT Group a statement and documents, under penalty of perjury, regarding why you believe that data is incorrect and authorizing CPT Group to review your records and related documents to determine such information. Any such claim must be received by _____, 2018 at the designated address for CPT Group.

Upon timely receipt of any such dispute of claim, CPT Group will review the pertinent records showing your earnings from GAMC as a non-exempt employee during the Class Period. GAMC has agreed to make these records available for this purpose. In the event there remains a dispute, counsel for the parties may stipulate to a compromise or stipulate to allow CPT Group to make the final decision.

YOUR RIGHTS AS A CLASS MEMBER

I. DO NOTHING

You will automatically receive your share of the settlement and release certain state law and non-FLSA claims provided that you do not submit a timely written request for exclusion. By cashing your settlement check, you are consenting to the settlement and will release your Fair Labor Standards Act ("FLSA") rights as described in this notice. If you are a current GAMC employee, whether or not you participate in the settlement will have no impact on your employment with GAMC.

II. REQUEST EXCLUSION FROM THE SETTLEMENT

If you do not wish to participate in the settlement then you may exclude yourself (i.e., "opt out") by submitting a written request for exclusion. The written request for exclusion must include your full name and address and either employee identification number or last four digits of your Social Security number, and be signed, dated, completed, and postmarked by _____, 2019 and sent to GAMC, Inc. Class Action Settlement c/o CPT Group [INSERT ADDRESS].

Any person who files a complete and timely request for exclusion will not be a member of the Settlement Class (SCM), will not be permitted to participate in any portion of the settlement, and will receive no payment from the settlement. Any such person, at their own expense, may pursue any claims he or she may have against GAMC.

III. OBJECT TO THE SETTLEMENT

If you do not opt out of the settlement by submitting a valid and timely request for exclusion, you may object to the settlement before the hearing on Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the settlement and will release your state law claims and non-FLSA federal claims. You will additionally release your FLSA claims if you cash your settlement check. To object, you must send your written objection that must state your full name and address and must be signed, dated, completed, and postmarked by and _____, 2018 and sent to GAMC, Inc. Class Action Settlement c/o CPT Group [INSERT ADDRESS].

Any written objections must state each specific reason in support of your objection and any legal support for each objection.

If you choose to file an objection to the terms of the Settlement Agreement, you do not have to provide the court with a Notice of Intent to Appear at the final fairness hearing if you choose to participate at the hearing. If you do appear you may do so with or without counsel. The final fairness hearing at which the Court will be asked to approve the settlement will be at _____ p.m. on _____, 2019, in Department 11 of the Superior Court, State of California located at 312 N. Spring Street, Los Angeles, California 90012-4793, or such other later date as the Court may authorize.

CLASS COUNSEL
LAW OFFICE OF JOSEPH ANTONELLI

GAMC'S COUNSEL
SEYFARTH SHAW LLP

Joseph Antonelli
JAntonelli@antonellilaw.com
Janelle Carney
JCarney@antonellilaw.com
14758 Pipeline Ave., Suite #, 2nd Floor
Chino Hills, CA 91709
Telephone: (909) 393-0223
Facsimile: (909) 393-0471

Diana Tabacopoulos
dtabacopoulos@seyfarth.com
2029 Century Park East, Suite 3500
Los Angeles, California 90067-3021
Telephone: (310) 201-5255
Facsimile: (310) 301-5219

MOSS BOLLINGER LLP
Dennis F. Moss
dennis@dennismosslaw.com
15300 Ventura Boulevard
Sherman Oaks, CA 91403
Telephone: (310) 773-0323

LAVI & EBRAHIMIAN, LLP
Joseph Lavi
jlavi@lelawfirm.com
Jordan D. Bello
jbello@lelawfirm.com
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, CA 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-00001

LAW OFFICES OF SAHAG MAJARIAN II
Sahag Majarian II
SahagII@aol.com
18250 Ventura Boulevard
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

IV. CHANGE OF ADDRESS

If you move after receiving this notice, if it was misaddressed or if for any reason you want your payment or future correspondence concerning this action and the settlement to be sent to a different address, you should supply your current preferred address to the Settlement Administrator at the address listed above.

EFFECT OF THE SETTLEMENT

I. RELEASED RIGHTS AND CLAIMS

1. Upon the final approval by the Court of this Settlement, and except as to the right to enforce the terms and conditions of this Settlement Agreement, all Class Members, except those who have filed a timely request for exclusion, who cash their settlement check hereby fully release Defendant, Adventist Health System/West, Adventist Health, and all of Defendant's present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their

officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Releasees"), from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, and record-keeping violations, up to and including the date of preliminary approval by the Court. This Release shall include without limitation, claims that were raised, or that reasonably could have been raised based on the facts and allegations in the Lawsuit under the applicable regulations, Wage Orders and Labor Code, including sections 201, 202, 203, 204, 206, 218, 218.5, 226, 226.3, 226.7, 227.3, 510, 511, 512, 515, 551, 552, 558, 1174, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199, as well as claims under Business and Professions Code section 17200 *et seq.*, as alleged in the Lawsuit, and/or Labor Code section 2698 *et seq.* based on alleged violations of these Labor Code provisions, and the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* This Settlement Agreement is conditioned upon the release by all members of the Settlement Class of any claim under Labor Code section 2699, and upon covenants by all members that they will not participate in any proceeding seeking penalties under Section 2699. The Parties stipulate that beyond the Gross Fund Value, Defendant shall not owe any further monies to the Settlement Class or to the State of California based upon the claims made in the Lawsuit. This release shall be effective from March 17, 2012 through the date of Preliminary Approval. If a Class Member does not submit a timely and valid request for exclusion form, he or she will still release all Releasees of the Released Claims up to and including the date of Preliminary Approval by the court, except for any claims under the Fair Labor Standards Act.

2. The Class Representatives will release more claims than the other class members. They are releasing Defendant from any and all claims, from the beginning of their respective dates of employment with Defendant to the date they signed the Settlement Agreement.

II. PAYMENT TO CLASS MEMBERS

Payment under the settlement will occur after the judgment by the Court of Final Approval of the settlement is no longer appealable or if an appeal has been filed, the date on which the appeal upholding the Final Approval of this Settlement Agreement is final and no longer appealable. Currently, the Court's Final Approval hearing is set for _____, 2019.

WHAT IS THE NEXT STEP?

The Court will hold a Final Approval hearing in Department 11 of the Superior Court, State of California, located at 312 N. Spring Street, Los Angeles, California 90012-4793 on _____, 2018, at _____ to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees in the amount of \$1,000,000.00, reimbursement of expenses in the amount of up to \$60,000.00, settlement administrator costs, reasonably estimated to be approximately \$38,000.00, PAGA payment of \$25,000.00 and up to a \$12,500.00 and \$7,900.00 for service payments to the Class Representatives.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at this hearing unless you have timely filed an objection with the Court. Notice of any final judgment entered after the Final Fairness hearing will be posted on the administrator's website [web address with link information]

ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should consult the detailed Settlement Agreement, which is on file with the Clerk of the Court. In the event there is a conflict between this summary and the Settlement Agreement, the terms of the Settlement Agreement shall control. The pleadings and other records in this litigation, including that stipulation, may be examined at any time during regular business hours at the Office of the Clerk of the Superior Court, State of California, located at 312 N. Spring Street, Los Angeles, California 90012-4793.

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS**

BY ORDER OF THE SUPERIOR COURT, STATE OF CALIFORNIA