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Attorneys for Plaintiffs SUZANNE M. RYAN and RUTH ELKINS,
individually and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

SUZANNE M. RYAN, individually and on
behalf of herself and others similarly
situated,

Plaintiff,

vs.

DIGNITY HEALTH, a California
Corporation, and DOES 1 through 100,
inclusive,

Defendants.

RUTH ELKINS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

DIGNITY HEALTH, a California
Corporation, and DOES 1 through 100,
inclusive,

Defendants.

LEAD CASE NO. 34-2013-00147371-CU-OE-GDS

CLASS ACTION

**NOTICE OF FILING FULLY-EXECUTED
STIPULATION AND SETTLEMENT OF
CLASS ACTION CLAIMS**

Date: September 14, 2017

Time: 9:00a.m.

Dept: 45

Judge: Judy H. Hersher

Complaint Filed: June 27, 2013

Trial Date: None set

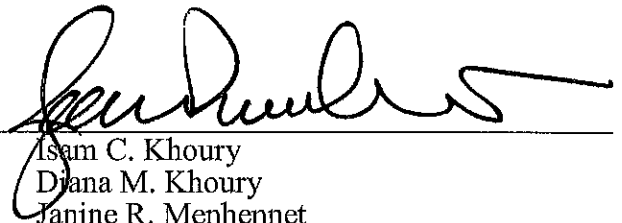
Complaint Filed: April 3, 2014

Trial date: None set

1 **PLEASE TAKE NOTICE** that Plaintiffs SUZANNE M. RYAN and RUTH ELKINS are
2 filing the fully-executed Stipulation and Settlement of Class Action Claims (“Agreement”),
3 including its exhibits, attached hereto as Exhibit “1.” The attached Agreement is intended to
4 supersede and replace the partially-executed Agreement filed on September 5, 2017, in
5 conjunction with Plaintiffs’ Motion for an Order Granting Preliminary Approval of Class Action
6 Settlement and Response to the Court’s Request for Revisions to the Settlement Agreement,
7 attached as Exhibit “1” to the Declaration of Janine R. Menhennet. Other than adding the
8 signatures of Plaintiffs Suzanne M. Ryan and Ruth Elkins, no changes were made to the
9 Agreement or to any of its exhibits.

10 Dated: September 11, 2017

COHELAN KHOURY & SINGER

11
12 By: 

Isam C. Khoury
Diana M. Khoury
Janine R. Menhennet

Attorneys for Plaintiffs SUZANNE M. RYAN and
RUTH ELKINS, individually and on behalf of others
similarly situated

EXHIBIT 1

COHELAN KHOURY & SINGER

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

SUZANNE M. RYAN, individually and on
behalf of herself and others similarly situated,

Plaintiff,

vs.

DIGNITY HEALTH, a California corporation,
and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 34-2013-00147371
[Complaint filed June 27, 2013]

**STIPULATION AND SETTLEMENT OF
CLASS ACTION CLAIMS**

RUTH ELKINS, individually and on behalf of
herself and others similarly situated,

Plaintiff,

vs.

DIGNITY HEALTH, a California corporation,
and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 34-2014-00161389
[Complaint filed April 3, 2014]

1 Subject to final approval by the Court, which counsel and the Parties agree to pursue and
2 recommend in good faith, Plaintiffs Suzanne M. Ryan and Ruth Elkins, individually and on behalf
3 of all employees similarly situated, on the one hand, and Defendant Dignity Health on the other,
4 hereby agree to the following binding Settlement of the class actions designated Suzanne M.
5 Ryan, et al. vs. Dignity Health, Sacramento County Superior Court Case No. 34-2013-00147371
6 and Ruth Elkins, et. al. v. Dignity Health, Sacramento County Superior Court Case No. 34-2014-
7 00161389.

8 I. DEFINED TERMS

9 As used herein, the following terms are defined as:

10 1. “Actions” means Suzanne M. Ryan, et al. vs. Dignity Health, Sacramento County
11 Superior Court Case No. 34-2013-00147371 and Ruth Elkins, et. al. vs. Dignity Health,
12 Sacramento County Superior Court Case No. 34-2014-00161389.

13 2. “Aggrieved Employees” means any person who was employed by the alleged
14 violator and against whom one or more of the alleged violations was committed.

15 3. “Agreement,” “Settlement” or “Stipulation” means this Stipulation and Settlement
16 of Class Action Claims.

17 4. “Attorneys’ Fees and Cost Award” means the amount authorized by the Court to
18 be paid to Class Counsel for the services they have rendered and expenses they have incurred in
19 prosecuting the Actions. Class Counsel shall request, and Defendant will not oppose, an award of
20 attorneys’ fees of up to \$130,350, and costs up to \$19,500. The Attorneys’ Fees and Cost Award
21 shall be paid from the Qualified Settlement Fund. Class Counsel will be issued an IRS Form 1099
22 for the Attorneys’ Fees and Cost Award.

23 5. “Claims Administrator” means Rust Consulting.

24 6. “Claims Administration Costs” means all costs incurred in administering the
25 Settlement, which are estimated to be \$ 55,000.

26 7. “Class” and “Class Members” are defined as: “All Registered Nurses employed
27 by Dignity Health in California who were paid at least one missed meal or rest period premium
28 payment sometime during the period from June 27, 2009 to May 2, 2017, (to the extent these

1 individuals have not already released such claims pursuant to the settlement in Bryant v. Dignity
2 Health, wherein all Registered Nurses from French Hospital, Marian Medical Center and Arroyo
3 Grande Community Hospital released the claims asserted in the Actions for the period of August
4 3, 2007 to April 20, 2016) (“Class Member(s)”).

5 8. “Class Counsel” and “Plaintiffs’ Counsel” mean and refer to Timothy D. Cohelan,
6 Isam C. Khoury, Michael D. Singer, Diana M. Khoury, Janine R. Menhennet and J. Jason Hill of
7 Cohelan, Khoury & Singer.

8 9. “Class List and Data Report” means a list of the names, most current mailing
9 address, social security number, and last known telephone number (if any telephone number is
10 available) for each Class Member and the number of meal and rest period premiums received
11 during the Class Period. Defendant will diligently and in good faith compile the Class List and
12 Data Report from its records and provide it to the Claims Administrator within 10 business days of
13 Preliminary Approval of the Settlement.

14 10. “Class Period” means the period from June 27, 2009 to the Date of Preliminary
15 Approval of this Settlement or May 2, 2017, whichever is sooner.

16 11. “Court” means the Superior Court for the State of California, for the County of
17 Sacramento.

18 12. “Defendant” means and refers to Defendant Dignity Health, fka Catholic
19 Healthcare West, including its member hospitals, affiliates and subsidiaries.

20 13. “Defendant’s Counsel” means Richard J. Simmons, Esq., Daniel J. McQueen, Esq.
21 Derek R. Havel, Esq., and Jonathan P. Barker, Esq. of Sheppard, Mullin, Richter, and Hampton,
22 LLP.

23 14. “Effective Date” means the date by which the Settlement is finally approved and
24 the Superior Court’s Final Judgment (“Final Judgment” or “Judgment”) becomes final. For
25 purposes of this paragraph, the Superior Court’s Final Judgment “becomes final” upon the latter
26 of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal
27 from the Superior Court’s Judgment; (ii) the date affirmance of an appeal of the Judgment
28 becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal

1 from the Judgment or the final dismissal of any proceeding on review of any court of appeal
2 decision relating to the Judgment.

3 15. “Final Approval Hearing/ Fairness Hearing” means the hearing at which the Court
4 considers whether to approve the Settlement and to enter the Final Judgment.

5 16. “Final Judgment” means the Court’s Final Judgment.

6 17. “Gross Settlement Amount” means the total amount available to be paid by
7 Defendant pursuant to the Settlement and equals \$395,000. All payments associated with the
8 Settlement shall be paid from the Gross Settlement Amount, including all payments to Settlement
9 Class Members, to Plaintiffs, Class Counsel, the Labor and Workforce Development Agency, the
10 Claims Administrator and employment taxes, including the employee and employer FICA, FUTA
11 and SDI contributions, on the wage portion of the Settlement.

12 18. “Gross Individual Settlement Payment” means the Settlement amount for each
13 Class Member who does not request to be excluded from the Settlement resulting from the
14 calculations set forth herein. A Class Member who does not submit a Request for Exclusion in the
15 manner set forth herein shall be deemed a Settlement Class Member and will be bound by all
16 terms of the Settlement, if the Settlement is granted final approval by the Court.

17 19. “Individual Settlement Payment” means the amount of each Settlement Class
18 Member’s Gross Individual Settlement Payment, less employee and employer portions of state and
19 federal withholding taxes, including the employee and employer FICA, FUTA and SDI
20 contributions and any other applicable payroll deductions required by law as a result of the
21 payment of the amount allocated as wages to such Settlement Class Member under the terms of
22 this Stipulation.

23 20. “Net Class Settlement Fund” refers to the funds available to be distributed to
24 Settlement Class Members under this Stipulation after payment of any Attorneys’ Fees and Cost
25 Award, Service Awards, Claims Administration Costs, and the payment of \$3,750 to the Labor
26 and Workforce Development Agency out of the \$5,000 PAGA Payment.

27 21. “Notice” means the Notice of Class Action Settlement, which provides a summary
28 of the settlement terms, the Class Members’ rights and options, the procedure and timing to submit

1 a Request for Exclusion, or an objection to the Settlement, and informs the Class of the date set for
2 the Final Approval Hearing. The Notice is in a form substantially similar to Exhibit A, attached
3 hereto, or as modified by the Court.

4 22. "Notice Packet" means the packet that will be sent via regular U.S. First Class
5 Mail to all Class Members, which shall include the Notice (Exhibit A), the Change of Address
6 form (Exhibit B) and a pre-printed return envelope.

7 23. "Notice Response Deadline" means the date 45 calendar days after all Notice
8 Packets are mailed to Class Members by the Claims Administrator, and is synonymous with
9 Request for Exclusion/Objection Deadline Date, or 15 calendar days after the date of remailing,
10 whichever is longer.

11 24. "PAGA Payment" means Defendant's payment of \$5,000 which will be allocated
12 25%, or \$1,250, to be paid to Settlement Class Members, and 75%, or \$3,750, to be paid to the
13 Labor and Workforce Development Agency. The PAGA Payment will be paid from the Gross
14 Settlement Amount to settle and resolve all claims pursuant to the Private Attorneys General Act,
15 and is made pursuant to Labor Code §2699(i).

16 25. "Parties" means Defendant and Plaintiffs.

17 26. "Plaintiffs" means named Class Representatives Suzanne M. Ryan and Ruth
18 Elkins.

19 27. "Request for Exclusion/Objection Deadline Date" means the date, no later than 45
20 calendar days after the date the Notice Packet is mailed, on or before which a written objection or
21 Request for Exclusion must be submitted, or 15 calendar days after the date of remailing,
22 whichever is longer.

23 28. "Settlement Class Member" means a Class Member who did not request exclusion
24 from the Settlement. Settlement Class Members will be mailed their proportionate share of the
25 Net Settlement Fund, an Individual Settlement Payment, without the need to submit a claim form.

26 29. "Preliminary Approval Order" means the Order issued by the Court preliminarily
27 approving the terms of the Settlement set forth in this Stipulation, in a form substantial similar to
28 Exhibit C, or as may be modified by the Court.

1 30. “Qualified Settlement Fund” shall be the fund established by the Claims
2 Administrator pursuant to Internal Revenue Code Section 1.468B-1, and funded by Defendant
3 within 10 calendar days after the Effective Date. This amount includes all funds available for
4 Individual Settlement Payments, Attorneys’ Fees and Cost Award, Claims Administration Costs,
5 PAGA payments, Service Payment Awards and employer-owed taxes on the wage portion of the
6 Settlement.

7 31. “Released Claims” or “Class Released Claims” is defined as follows: As of the
8 date of the Judgment, all Settlement Class Members, including Plaintiffs, fully and finally release
9 and discharge Defendant and its parents, predecessors, successors, subsidiaries, and affiliates, and
10 all of their respective employees, directors, officers, agents, attorneys, fiduciaries, other service
11 providers, and assigns, from any and all claims, known and unknown, under federal, state and/or
12 local law, statute, ordinance, regulation, common law, or other source of law, arising from or
13 related to the facts and claims alleged in the Actions. Class Released Claims include all claims
14 arising from or related to the facts and claims alleged in the Actions. Class Released Claims
15 include all claims for failure to properly calculate meal and/or rest period premiums; any claim for
16 failure to pay all wages owed at the time of termination that is derivative of a claim for failure to
17 properly calculate meal and/or rest period premiums; and any other penalties, attorneys’ fees and
18 costs related to such claims, including derivative claims under the California Business and
19 Professions Code sections 17200 *et seq.* and the Private Attorneys General Act. The Released
20 Claims specifically exclude claims for workers’ compensation, unemployment insurance and state
21 disability compensation, claims under the Employment Retirement Income Security Act of 1974,
22 claims for previously vested benefits under any Employer-sponsored benefits plan, wrongful
23 termination and discrimination, retaliation, and harassment under the Age Discrimination In
24 Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil
25 Rights Act of 1964, the Federal Civil Rights Act of 1991, the California Family Rights Act, the
26 federal Family Medical Leave Act, the California Pregnancy Leave Law, the federal Equal Pay
27 Act of 1963, and the Americans with Disabilities Act of 1990. The Released Claims also exclude
28 the release of claims not permitted by law.

1 The Parties hereto, including the Settlement Class Members, stipulate and agree that the
2 consideration paid to the Settlement Class Members pursuant to this Settlement Agreement
3 compensates the Settlement Class Members for all wages and penalties due to them, along with all
4 liability for any related penalties, that are civil penalties under PAGA that are related to any of the
5 claims asserted in the Actions. Accordingly, Defendant cannot be held liable henceforth for any
6 penalties pursuant to PAGA relating to the Released Claims, and the parties hereto, including the
7 Settlement Class Members, stipulate and agree that, following the payments made pursuant to this
8 Agreement, the Settlement Class Members will no longer be “aggrieved employees” for the
9 purposes of PAGA. In addition, the Parties, including the Settlement Class Members, further
10 stipulate and agree that even if any Settlement Class Member is determined to be an “aggrieved
11 employee” for the purposes of PAGA, said Settlement Class Member waives any potential right to
12 any penalty prescribed by PAGA relating to the released claims.

13 This Release includes any claims arising from or related to the claims litigated in the
14 Actions against Defendant that any of the Settlement Class Members did not know or suspect to
15 exist in their favor at the time of their participation in this settlement, which, if known by them,
16 might have affected any or all of their Settlement with, and release of, the Released Parties or
17 might have affected any Class Member’s decision not to be excluded from the Settlement, or
18 object to this Settlement or this Release.

19 The Settlement Class Members may hereafter discover facts in addition to or different
20 from those they now know or believe to be true with respect to the claims arising from or related
21 to the claims litigated in the Actions against Defendant, but upon the Effective Date, they shall be
22 deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever
23 settled and released any and all of the claims released pursuant to this Release, whether known or
24 unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore
25 have existed upon any theory of law or equity.

26 32. “Released Parties” means Defendant Dignity Health and its past, present, or future
27 parents, predecessors, subsidiaries and affiliates, and all of their respective employees, officers,
28

1 directors, agents, partners, members, shareholders, representatives, attorneys, fiduciaries, other
2 service providers, assigns and any other legal representatives.

3 33. "Request for Exclusion" means a written request submitted by a Class Member
4 indicating a request to be excluded from the Settlement. The Request for Exclusion must, in
5 substantial form: (a) state the name of the action, (b) set forth the name, address, telephone
6 number and last four digits of the Social Security Number of the Class Member requesting
7 exclusion; (c) clearly state that the Class Member does not wish to be included in the Settlement;
8 (d) be signed by the Class Member or authorized agent, representative or counsel; (e) be returned
9 by mail, addressed to the Claims Administrator at the specified address indicated in the Notice
10 Packet; and (f) be postmarked on or before the Notice Response Deadline. The date of the
11 postmark shall be the exclusive means to determine whether a Request for Exclusion has been
12 timely submitted. A Class Member who does not request exclusion from the Settlement shall be
13 deemed a Settlement Class Member, will be mailed an Individual Settlement Payment, and will be
14 bound by all terms of the Settlement if the Settlement is granted final approval by the Court.

15 34. "Service Payment Award" means the amount the Court authorizes to be paid to
16 each Plaintiff in recognition of their efforts, as the Class Representatives, in assisting with the
17 prosecution of the Actions, work performed, risks undertaken for the payment of costs in the event
18 of loss, and a general release of all claims. Plaintiffs will request a Service Payment Award of up
19 to \$5,000 each. Plaintiffs will be issued IRS Forms 1099 in connection with these payments. The
20 Service Payment Awards will be paid in addition to the Individual Settlement Payments each is
21 entitled to receive pursuant to the terms of the Settlement.

22 35. "Settlement Class Member" means a Class Member who did not timely request to
23 be excluded from the Settlement. Settlement Class Members will be mailed a proportionate share
24 of the Net Settlement Fund, an Individual Settlement Payment, without the need to return a claim
25 form.

26 **II. RECITALS**

27 This Stipulation is made by Plaintiffs on behalf of themselves and each Class Member, on
28 the one hand, and Defendant, on the other hand, and is subject to the approval of the Court.

1 **A. INVESTIGATION IN THE CLASS ACTIONS**

2 The Parties have conducted significant investigation of the facts and law during the
3 prosecution of the Actions. Such discovery and investigation includes: production of documents,
4 detailed information and data relevant to Plaintiffs' claims and the analysis by the Parties of the
5 data to investigate the merits of Plaintiffs' claims and potential liability. Furthermore, counsel for
6 the Parties have investigated the law as applied to the facts discovered regarding the alleged
7 claims of Plaintiffs and potential defenses thereto, and the potential damages claimed by Plaintiffs.

8 Counsel for the Parties engaged in extensive discussions about the strengths and
9 weaknesses of the claims and defenses. The Parties attended a full-day mediation before an
10 experienced and well-regarded mediator, Jeffrey Krivis in Encino, California on February 2, 2017.

11 **B. BENEFITS OF SETTLEMENT TO CLASS MEMBERS**

12 Plaintiffs and Class Counsel recognize the expense and length of continued proceedings
13 necessary to litigate the disputes through trial and through any possible appeals. Plaintiffs have
14 also taken into account the uncertainty and risk of the outcome of further litigation, the uncertain
15 merits of the claims, and the difficulties and delays inherent in such litigation. Plaintiffs and Class
16 Counsel are also aware of the burdens of proof necessary to establish liability for the claims
17 asserted in the Actions, both generally and in response to Defendant's defenses thereto. Plaintiffs
18 and Class Counsel have also taken into account the extensive Settlement negotiations conducted.
19 Plaintiffs and Class Counsel have also taken into account Defendant's agreement to enter into a
20 Settlement that confers substantial relief upon the Class Members. Based on the foregoing,
21 Plaintiffs and Class Counsel have determined that the Settlement set forth in this Agreement is a
22 fair, adequate and a reasonable Settlement, and is in the best interests of the Class.

23 **C. DEFENDANT'S REASONS FOR SETTLEMENT**

24 Defendant has concluded that any further defense of this litigation would be protracted and
25 expensive for all Parties. Substantial amounts of time, energy and resources of Defendant have
26 been spent and, unless this Settlement is made, will continue to be devoted to the defense of the
27 claims asserted by the Class. Defendant has also taken into account the risks of further litigation
28 in reaching its decision to enter into this Settlement. Defendant has, therefore, agreed to settle in

1 the manner and upon the terms set forth in this Agreement to put to rest the Claims as set forth in
2 the Actions.

3 As to the Released Claims, Defendant denies and continues to deny each of those claims.
4 Defendant has repeatedly asserted and continues to assert defenses thereto, and has expressly
5 denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or
6 conduct alleged in the Actions. Nothing contained in this Agreement and no documents referred
7 to herein and no action taken to carry out this Agreement may be construed or used as an
8 admission by or against Defendant as to the Claims asserted.

9 **D. PLAINTIFFS' CLAIMS**

10 Plaintiffs have claimed and continue to claim that the Released Claims have merit and give
11 rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims.
12 Nothing contained in this Agreement and no documents referred to herein and no action taken to
13 carry out this Agreement may be construed or used as an admission by or against Plaintiffs or
14 Class Counsel as to the merits or lack thereof of the claims asserted.

15 **E. CERTIFICATION OF THE SETTLEMENT CLASS**

16 For the limited purpose of settling these Actions only, the Parties stipulate and agree to the
17 conditional certification of a class for settlement purposes, and stipulate that for such purposes that
18 the requisites for establishing class certification under Code of Civil Procedure section 382 with
19 respect to the Settlement Class, have been and are met.

20 The Parties agree that certification for settlement purposes is not an admission that class
21 certification is proper under the more stringent standard applied to contested certification motions.
22 The Parties agree that class certification under the terms of this Agreement is for settlement
23 purposes only. Nothing in this Agreement will be construed as an admission or acknowledgement
24 of any kind that any class should be certified or given collective treatment in the Actions, or in any
25 other action or proceeding for purposes other than the settlement of the Actions. Further, neither
26 this Agreement nor the Court's actions with regard to this Agreement will be admissible in any
27 court or other tribunal regarding the propriety of class certification or collective treatment for
28 purposes other than the settlement of the Actions. In the event that this Agreement is not

1 approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable,
2 Defendant will not be deemed to have waived, limited, or affected in any way any its objections or
3 defenses in the Actions, including, but not limited to, its defenses in opposition to class
4 certification.

5 **III. STIPULATION AND AGREEMENT**

6 ***NOW, THEREFORE, IT IS HEREBY STIPULATED***, by Plaintiffs, for themselves, and
7 on behalf of the Class Members on the one hand, and Defendant on the other hand, and subject to
8 the approval of the Court, that the Actions are hereby being compromised and settled pursuant to
9 the terms and conditions set forth in this Agreement and that upon the Effective Date, and the
10 payment by Defendant of all monies due under the Agreement, the Parties shall file a Satisfaction
11 of Judgment with the Court, subject to the continuing jurisdiction of the Superior Court as set forth
12 below, and subject to the following terms and conditions:

13 1. **Full Investigation.** Plaintiffs and Class Counsel have fully investigated the factual
14 and legal bases for the causes of action asserted in the Actions.

15 2. **Release as to All Settlement Class Members.** As of the Effective Date, Settlement
16 Class Members, including Plaintiffs, shall release the Released Parties from the Released Claims.
17 The Settlement Class Members agree not to sue or otherwise make a claim against any of the
18 Released Parties for the Released Claims.

19 3. **General Release by Plaintiffs Suzanne Ryan and Ruth Elkins.** In addition to the
20 Released Claims, Plaintiffs, in their individual capacity and with respect to their individual claims
21 only, as of the date of the Judgment, agree to fully and finally release the Released Parties from
22 any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance,
23 regulation, common law, or other source of law. This General Release by Plaintiffs includes, but
24 is not limited to, all claims arising from or related to the Actions, Plaintiffs' employment with
25 Defendant and/or their separation therefrom, and Plaintiffs' compensation while employees of
26 Defendant. This General Release by Plaintiffs includes all claims arising from or related to the
27 Actions. This General Release by Plaintiffs includes, but is not limited to, all claims for unpaid
28 wages, including, but not limited to, failure to pay minimum wages, straight time compensation,

1 overtime compensation, reporting time pay, and interest; claims relating to reimbursement for all
2 necessary business expenses; claims alleging a failure to pay for all hours worked, including
3 claims pertaining to edits of time entries, rounding of time entries and off-the-clock work; claims
4 relating to meals, failure to provide meal breaks, failure to provide rest breaks, payment of meal
5 and/or rest period premiums, underpayment of meal and/or rest period premiums, and the rate at
6 which meal and/or rest period premiums have been paid; overtime claims, including claims for
7 failure to pay overtime wages, underpayment of overtime wages, and claims relating to the regular
8 rate of pay; claims relating to final pay or failure to pay all wages owed at the time of termination;
9 wage statements; failure to keep necessary or accurate records; unfair business practices; penalties,
10 including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage
11 penalties, and waiting-time penalties; and attorneys' fees, costs and interest. Plaintiffs' Released
12 Claims include all claims arising under the California Labor Code (including, but not limited to,
13 sections 201, 202, 203, 204, 210, 218.6, 221, 225.5, 226, 226.7, 227.3, 510, 511, 512, 558, 1174,
14 1174.5, 1194, 1197, 1197.1, 1197.2, 1198, 2698, *et seq.*, and 2802); the Wage Orders of the
15 California Industrial Welfare Commission; California Business and Professions Code
16 section 17200, *et seq.*; the California common law of contract; the Fair Labor Standards Act, 29
17 U.S.C. § 201, *et seq.*; federal and state common law; and the Employee Retirement Income
18 Security Act, 29 U.S.C. § 1001, *et seq.* Plaintiffs' Released Claims also include all claims for lost
19 wages and benefits, emotional distress, discrimination, retaliation, harassment, punitive damages,
20 and attorneys' fees and costs arising under federal, state, or local laws for discrimination,
21 harassment, and wrongful termination, such as, by way of example only, 42 U.S.C. section 1981,
22 Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age
23 Discrimination in Employment Act, and the California Fair Employment and Housing Act; and
24 any claims under the law of contract and tort, including any claims for promissory estoppel,
25 wrongful termination, wrongful constructive discharge, negligent hiring or retention, breach of
26 contract, and breach of the covenant of good faith and fair dealing. This release excludes the
27 release of claims not permitted by law.

1 The General Release by Plaintiffs includes any unknown Claims that either of them did not
2 know or suspect to exist in their favor at the time of the General Release, which, if known by
3 Plaintiffs, might have affected any or all of their Settlement with, and release of, the Released
4 Parties or might have affected either Plaintiff's decision not to object to this Settlement or the
5 General Release.

6 With respect to the General Release, Plaintiffs stipulate and agree that, upon the execution
7 of this Agreement, they shall be deemed to have, and by operation of the Final Judgment shall
8 have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
9 rights and benefits of Section 1542 of the California Civil Code, or any other similar provision
10 under federal or state law as to the generally released claims, which provides:

11 A general release does not extend to claims which the creditor does not know or
12 suspect to exist in his or her favor at the time of executing the release, which if
13 known by him or her must have materially affected his or her Settlement with the
14 debtor.

15 Plaintiffs may hereafter discover facts in addition to or different from those they now know
16 or believe to be true with respect to the subject matter of the General Release, but upon the
17 Effective Date, they shall be deemed to have, and by operation of the Final Judgment shall have,
18 fully, finally, and forever settled and released any and all of the claims released pursuant to the
19 General Release whether known or unknown, suspected or unsuspected, contingent or non-
20 contingent, which now exist, or heretofore have existed upon any theory of law or equity.

21 4. Service Payment Awards. Subject to Court approval, for their time and effort in
22 bringing and prosecuting this matter, Plaintiffs shall be paid up to \$5,000 each. These payments
23 are expressly made in return for the releases described above. The Service Payment Awards shall
24 be paid to Plaintiffs by the Claims Administrator no later than 15 calendar days after Defendant
25 delivers the Gross Settlement Amount to the Claims Administrator for deposit into the Qualified
26 Settlement Fund. The Service Payment Awards shall be made solely from the Qualified
27 Settlement Fund. The Parties agree that a decision by the Court to award Plaintiffs an amount less
28 than the amount stated above shall not be a basis for Class Counsel to void this Stipulation, and

1 shall not in any way affect the Plaintiffs' General Releases. The Claims Administrator shall issue
2 an IRS Form 1099 – MISC, Box 3 for the Service Payment Awards. Any amounts awarded for
3 Service Awards to Plaintiffs less than the amount listed above will result in the non-awarded funds
4 remaining with the Net Settlement Fund and made available for distribution to the Settlement
5 Class Members. Plaintiffs shall be solely and legally responsible to pay any and all applicable
6 taxes on these payments and shall hold harmless Defendant from any claim or liability for taxes,
7 penalties or interest arising as a result of the payment. The Service Payment Awards shall be in
8 addition to Plaintiffs' Individual Settlement Payments as Settlement Class Members.

9 5. Tax Liability. Defendant makes no representations as to the tax treatment or legal
10 effect of the payments called for herein, and Plaintiffs are not relying on any statement or
11 representation by Defendant in this regard. Plaintiffs understand and agree that they will be solely
12 responsible for the payment of any taxes and penalties assessed on the payments described herein.

13 6. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR
14 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
15 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
16 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
17 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
18 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS
19 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
20 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
21 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
22 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
23 EXCLUSIVELY UPON HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL
24 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
25 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
26 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
27 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
28 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY

1 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
2 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER
3 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
4 OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF
5 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
6 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
7 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
8 AGREEMENT.

9 7. Creation of the Qualified Settlement Fund and Administration of the Settlement.

10 Within 10 calendar days after the Effective Date, Defendant shall deliver the Gross Settlement
11 Amount, as required by this Stipulation, to the Claims Administrator, who shall create the
12 Qualified Settlement Fund into which the Gross Settlement Amount shall be deposited. All
13 payments that Defendant is required to make pursuant to this Agreement, including the employer's
14 portion of payroll taxes, including but not limited to, FICA, FUTA and SDI contributions, shall be
15 made from the Qualified Settlement Fund. Payments from the Qualified Settlement Fund shall be
16 made for: (1) the Service Payment Awards to Plaintiffs, as specified in this Agreement and
17 approved by the Court; (2) the Attorneys' Fees and Cost Award paid to Class Counsel, as
18 specified in this Agreement and approved by the Court; (3) the Claims Administration Costs;
19 (4) the PAGA Payment of \$3,750 to the Labor and Workforce Development Agency (75% of the
20 \$5,000) and (5) the employer's share of payroll taxes. The balance remaining shall constitute the
21 Net Settlement Fund from which Gross Individual Settlement Payments will be calculated based
22 on the formula described herein and mailed to Settlement Class Members, less applicable
23 deductions.

24 8. Attorneys' Fees and Cost Award. Defendant agrees not to oppose any motion by
25 Class Counsel for attorneys' fees not in excess of \$130,350 (i.e., 33%) of the Gross Settlement
26 Amount, and costs not in excess of \$19,500. Any amount awarded to Class Counsel less than
27 these amounts will result in the non-awarded amounts being part of the Net Settlement Fund. So
28 long as there are no objections, Class Counsel shall be paid any Court-approved Attorneys' Fees

1 and Cost Award no later than 10 calendar days after Defendant delivers the Gross Settlement
2 Amount to the Claims Administrator for deposit into the Qualified Settlement Fund. Class
3 Counsel shall be solely and legally responsible to pay all applicable taxes on payments made
4 pursuant to this paragraph. IRS Forms 1099 – MISC, Box 14 shall be provided to Class Counsel
5 for payments made pursuant to this paragraph.

6 9. Claims Administrator. The Claims Administrator shall be paid for the costs of
7 administration of the Settlement, which is estimated to be \$55,000, from the Gross Settlement
8 Amount. An IRS Form 1099 – MISC, Box 7 shall be issued to the Claims Administrator for this
9 payment. Any amount awarded for costs of administration to the Claims Administrator less than
10 \$55,000 will result in the non-awarded amount being made part of the Net Settlement Fund. The
11 Claims Administrator's services shall include, but are not limited to, a National Change of
12 Address database search to obtain updated mailing addresses, formatting, printing and mailing the
13 Notice Packets to the Class, establishing a post office box and toll-free number for receipt of
14 Class Member communications, weekly status reports, calculation of Gross Individual Settlement
15 Payments, issuance of Individual Settlement Payment checks and tax forms, tax reporting to the
16 appropriate authorities as required by law, declarations as may be required concerning its work,
17 and other tasks as the Parties mutually agree or the Court orders the Claims Administrator to
18 perform. Prior to the Final Approval Hearing, the Claims Administrator shall provide to counsel
19 for the Parties a declaration describing its work pursuant to this Agreement, the mailing of Notice
20 Packets and skip-tracing addresses performed on undelivered Notice Packets, etc., and providing
21 an itemized statement detailing the costs of administration.

22 10. Preliminary Approval Hearing. As part of this Settlement, the Parties agree to the
23 following procedures for obtaining preliminary Court approval of the Settlement:

24 a. Plaintiffs shall request a hearing before the Court to request preliminary
25 approval of the Settlement and to request the entry of the Preliminary Approval Order.

26 b. Simultaneous with the filing of the Stipulation and Settlement of Class Action
27 Agreement, and solely for purposes of this Settlement, Plaintiffs will request the Court to enter the
28 Preliminary Approval Order, preliminarily approving and conditionally certifying the Class for

1 Settlement purposes only, approving the Notice to be disseminated to the Class, and setting a date
2 for a Final Approval Hearing. Defendant will not oppose Plaintiffs' request.

3 c. In conjunction with this hearing, Plaintiffs will submit this Stipulation and
4 Settlement of Class Action Agreement, which sets forth the terms of this Settlement Agreement,
5 and will include proposed forms of all notices and other documents as attached hereto necessary to
6 implement the Settlement.

7 11. Settlement Administration/Management.

8 a. Defendant shall have no obligation to segregate the funds of the Gross
9 Settlement Amount. Defendant will retain exclusive authority over, and responsibility for, the
10 funds comprising the Gross Settlement Amount until such time as payment is due.

11 b. Rust Consulting shall be retained to serve as Claims Administrator. The Parties
12 represent that they do not have any financial interest in the Claims Administrator or otherwise
13 have a relationship with the Claims Administrator that could create a conflict of interest.

14 c. Defendant shall provide to the Claims Administrator the Class List and Data
15 Report within 10 business days of Preliminary Approval of the Settlement. The Class List and
16 Data Report will be provided to the Administrator in a format acceptable for use by the Claims
17 Administrator. In preparation for the transmittal of the Class List and Data Report, and upon
18 execution of this Settlement Agreement, Defendant shall consult with the Claims Administrator to
19 ensure the Class List and Data Report will be prepared in a format acceptable for use by the
20 Claims Administrator, i.e., in Excel spreadsheet format or such other format requested by the
21 Claims Administrator.

22 d. Within 15 business days of receipt of the Class List and Data Report, the
23 Claims Administrator shall mail the Notice Packet, as described herein, to each Class Member in
24 accordance with paragraph 13 *infra*.

25 e. Five days prior to the Final Approval Hearing, the Claims Administrator shall
26 provide Defendant's Counsel and Class Counsel a report showing: (i) the names and number of
27 Class Members who have objected to the Settlement and(ii) the names and number of Class
28 Members who have timely filed a Request for Exclusion. The Claims Administrator will also

1 retain records showing the amount to be paid to each Settlement Class Member, which
2 information will be made available to Defendant's payroll department on request, but which will
3 not be made available to on-site managers or supervisors of any Settlement Class Member unless
4 necessary in order to resolve any issue relating to taxes, wages or a legal claim.

5 f. The Parties agree to cooperate in the Settlement administration process and to
6 make all reasonable efforts to control and minimize costs and expenses incurred.

7 g. The Claims Administrator, on Defendant's behalf, shall have the authority and
8 obligation to make payments, credits and disbursements, including payments and credits in the
9 manner set forth herein, to Settlement Class Members calculated in accordance with the
10 methodology set out in this Agreement and orders of the Court.

11 h. Any tax return filing(s) required by this Agreement shall be made by the Claims
12 Administrator from the Qualified Settlement Fund. Any expenses incurred in connection with
13 such filing shall be a cost of administration of the Settlement.

14 i. No person shall have any claim against Defendant or Defendant's Counsel,
15 Plaintiffs, Class Members, the Class, Class Counsel or the Claims Administrator based on
16 distributions and payments made in accordance with this Agreement.

17 12. Formula for Calculation of Individual Settlement Payments. To determine the
18 Gross Individual Settlement Payment for each Settlement Class Member:

19 a. Each Settlement Class Member shall receive a pro-rata share of the Net
20 Settlement Fund, based on the number of meal and rest period premiums received. The Gross
21 Individual Settlement Payment shall be calculated by the Claims Administrator in the following
22 manner: 1) calculate the total number of meal and rest period premiums paid to all Settlement
23 Class Members during the Class Period, 2) divide the Net Settlement Fund by the total number of
24 meal and rest premiums paid to all Settlement Class Member during the Class Period to determine
25 an average value for meal and rest period premiums, 3) multiply the average value of meal and
26 rest premiums paid by the Settlement Class Member's individual number of meal and rest period
27 premium received during the Class Period.

28 b. The Gross Individual Settlement Payment shall be allocated as follows: one-

1 half to penalties and interest, to be reported on an IRS 1099 Form; and one-half to wages (“Wage
2 Component”), to be reported on a IRS W-2 Form.

3 c. The Claims Administrator shall determine the eligibility for, and the amounts
4 of, any Individual Settlement Payments under the terms of this Settlement Agreement. Any
5 disputes not resolved by the Claims Administrator concerning the administration of the Settlement
6 will be resolved by the Court, venued in Sacramento County, California, under the laws of the
7 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer
8 in good faith to resolve the dispute without the necessity of involving the Court.

9 d. The Gross Individual Settlement Payments will be reduced by any required
10 legal withholdings and deductions for each Settlement Class Member. All standard employer and
11 employee payroll deductions will be made for state and federal withholding taxes, including all
12 employer-owned tax liabilities, as well as any other applicable payroll deductions owed by the
13 employer and Settlement Class Members as a result of the Wage Component, resulting in a “Net
14 Wage Component.”

15 e. The Claims Administrator shall be responsible for issuing Individual Settlement
16 Payment checks to Settlement Class Members and calculating and withholding all required state
17 and federal taxes, and performing all necessary tax reporting on such payments. The Claims
18 Administrator will issue one check to each Settlement Class Member for the Wage Component
19 and the remaining interest and penalty component, and will issue W-2 Forms and IRS Form 1099s
20 to each Settlement Class Member. No withholding shall be made on the interest and penalty
21 portion of the Gross Individual Settlement Payment.

22 f. Individual Settlement Payment checks issued to the Plaintiffs and/or Settlement
23 Class Members shall remain valid for 120 calendar days from the date of issuance. This
24 expiration or cancellation date shall be clearly printed on the front of the check (“Void Date”). If
25 Plaintiffs and/or any Settlement Class Member do not cash their Individual Settlement Payment
26 check before the Void Date, their check will be voided and a stop payment will be placed on it.
27 Settlement checks can be reissued to Plaintiffs and/or any Settlement Class Member upon request
28 within this 120-day period, but any reissued checks shall have the same Void Date as the original

1 settlement check. Those Plaintiffs and/or Settlement Class Members who fail to cash their
2 settlement checks will still be bound by the Settlement Agreement. The funds represented by
3 uncashed Settlement Payment checks will be forwarded to the California Department of Industrial
4 Relations, Unpaid Wage Fund 150 days from issuance of the checks for further handling on behalf
5 of the Settlement Class Members.

6 13. Notice to the Class. Notice of the Settlement shall be provided to all Class
7 Members using the following procedures:

8 a. Notice by First-Class U.S. Mail. Within 15 business days after receipt of the
9 Class List and Data Report, the Claims Administrator shall mail the Notice Packet to all Class
10 Members via First-Class regular U.S. Mail. Prior to the initial mailing, the Claims Administrator
11 will cause to be performed a search of the National Change of Address Database to update Class
12 Member addresses. The mailing envelope shall include the following language beneath the
13 Administrator's name and address:

14 Important Legal Document

15 You May Get Money From A Class Action Settlement.

16 Your Prompt Reply to Correct a Bad Address is Required.

17 b. Request for Exclusion/Objection Deadline Date: Class Members will have 45
18 days from the mailing of the Notice Packets to submit a timely postmarked Request for Exclusion
19 or an objection to the Settlement, or 15 calendar days after the date of re-mailing, whichever is
20 longer.

21 c. Procedure for Undeliverable Notice Packets. If a Notice Packet is returned as
22 undeliverable with a forwarding label affixed, the Claims Administrator shall promptly mail the
23 original Notice Packet to the updated address indicating on the original Notice Packet the date of
24 such re-mailing. If a forwarding address is not provided, the Claims Administrator shall promptly
25 attempt to determine a correct address by using a single skip-trace, computer or such other
26 database search using the name, address and/or social security number of the Class Member
27 involved, and shall then perform a single re-mailing within five business days. In the event the
28 procedures in this paragraph are followed and the intended recipient of a Notice Packet does not

1 receive the Notice Packet, the Class Member shall be bound by all terms of the Settlement and the
2 Final Judgment entered by the Court. The Individual Settlement Payment amount associated with
3 any Settlement Class Member whose Notice Packet has been returned after unsuccessful efforts to
4 locate a better address, shall be forwarded to California's Department of Industrial Relations,
5 Unpaid Wage Fund, for further handling on behalf of the Settlement Class Member 150 days from
6 issuance of the Individual Settlement Payments to the Settlement Class.

7 14. Procedure for Submitting Valid and Timely Objections and Requests for Exclusion.

8 Class Members shall submit objections to the Settlement and Requests for Exclusion from the
9 Settlement, using the following procedures:

10 a. Objections. Class Members who wish to object to the Settlement must submit
11 a personally signed, written statement objecting to the Settlement, setting forth their name,
12 address, telephone number and the basis for their objections, postmarked to the Claims
13 Administrator on or before the Notice Response Deadline. Class Members who timely postmark a
14 signed objection to the Settlement may, but are not required to, appear at the Final Approval
15 Hearing. The Claims Administrator shall provide to Counsel for the Parties copies of all
16 objections received from Settlement Class Members, along with documents showing the
17 postmarked date for each objection, as soon as possible following receipt.

18 b. Effect of Not Timely Objecting. No Class Member shall be entitled to be heard
19 at the Final Approval Hearing, whether individually or through separate counsel, unless the
20 written statement of objections and supporting materials in the manner set forth above are timely
21 postmarked to the Claims Administrator. Settlement Class Members who fail to file and serve
22 timely written objections in the manner specified above shall be deemed to have waived any and
23 all objections and shall be foreclosed from making any objection (whether by appeal or otherwise)
24 to the Settlement.

25 c. Requests for Exclusion. Class Members who wish to be excluded from the
26 Settlement must mail a written Request for Exclusion to the Claims Administrator postmarked on
27 or before the Notice Response. The Request for Exclusion must contain (i) the name of the
28 Actions; (ii) the full name, address, telephone number and last four digits of the Social Security

1 Number of the person requesting to be excluded; (iii) the words “Request for Exclusion” at the top
2 of the document (or caption of the document); (iv) a statement indicating that the person wishes to
3 be excluded from the Settlement of the Actions (v) be signed by the Class Member or authorized
4 agent, representative, or counsel; (vi) be returned by mail, addressed to the Claims Administrator
5 at the specified address in the Notice Packet; and (vii) be postmarked on or before the Notice
6 Response Deadline. The date of the postmark on the return mailing envelope shall be the exclusive
7 means to determine whether a Request for Exclusion has been timely submitted. Any Class
8 Member who submits a valid and timely Request for Exclusion, or one that substantially complies
9 with these provisions, shall no longer be a member of a Class, shall be barred from participating in
10 this Settlement, shall be barred from objecting to this Settlement and shall receive no benefit from
11 this Settlement. A Class Member who does not submit a valid and timely Request for Exclusion
12 shall be deemed a Settlement Class Member and will be bound by all terms of the Settlement, if
13 the Settlement is granted final approval by the Court.

14 d. No Solicitation of Objections or Requests for Exclusion. The Parties agree to
15 use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties
16 or their counsel seek to solicit or otherwise encourage or influence Class Members to submit
17 written objections to the Settlement, to request exclusion from the Settlement or to appeal from the
18 Final Approval Order and Final Judgment.

19 e. No Requests for Exclusion or Subsequent Lawsuits by Any Parties Represented
20 by Class Counsel. Class Counsel agrees that all individuals that they currently or formerly
21 represented with regard to wage/hour claims, specifically including but not limited to Plaintiffs,
22 shall waive any right to request exclusion from or object to this Settlement. This Settlement shall
23 become null and void if any individual parties represented by Class Counsel request exclusion
24 from or object to the Settlement. This clause specifically includes former clients Rhonda Cherin,
25 Joanne Underwood, and Patricia Thomas, named plaintiffs in case *Cherin et al. v. Catholic*
26 *Healthcare West*, San Francisco Superior Court case number CGC-08-471761.

27 15. Procedure for Payment of Individual Settlement Payments.
28

1 a. All Settlement Class Members will be mailed an Individual Settlement Payment
2 as calculated by the Claims Administrator based upon the formula described above in Paragraph
3 13, unless the Claims Administrator is unable to provide Notice to the Class Member, in which
4 case the Individual Settlement Payment shall be forwarded to California's Department of
5 Industrial Relations, Unpaid Wage Fund, for further handling on behalf of the Settlement Class
6 Member 150 days from issuance of the Individual Settlement Payments to the Settlement Class.
7 The Individual Settlement Payments shall be mailed within 15 calendar days after Defendant
8 delivers the Gross Settlement Amount to the Claims Administrator for deposit into the Qualified
9 Settlement Fund.

10 b. Should any question arise regarding the determination of eligibility for, or the
11 amounts of, any Individual Settlement Payment under the terms of this Agreement, Class Counsel
12 and Defendant's Counsel shall meet and confer in an attempt to reach agreement. If they cannot
13 agree, the Claims Administrator shall make the final determination, and that determination shall be
14 conclusive, final and binding on all Parties, including all Settlement Class Members.

15 16. Certification By Claims Administrator. Upon completion of administration of the
16 distributions, 150 days from the issuance of the Individual Settlement Payment checks, the Claims
17 Administrator shall provide written certification of such completion to counsel for the Parties.

18 17. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration
19 of the Notice Response Deadline, on a date set by the Court at the time of the preliminary approval
20 hearing, Plaintiffs' Counsel shall file a Motion for Order Granting Final Approval of Class Action
21 Settlement ("Final Approval Hearing") to determine whether to enter an Order Granting Final
22 Approval and Entering Judgment finally approving and implementing the terms of this
23 Agreement. The Final Approval Motion will seek: (i) reasonable Attorneys' Fees and Costs
24 Award; (ii) Service Payment Awards; and (iii) Claims Administration Costs. Upon the entry of
25 the Order Granting Final Approval of the Class Action Settlement, the Court will enter a Final
26 Judgment. After entry of the Final Judgment, the Court shall have continuing jurisdiction solely
27 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement;
28

1 (ii) Settlement administration matters; and (iii) such post-Final Judgment matters as may be
2 appropriate under court rules or as set forth in this Agreement.

3 18. Defendant's Option to Nullify The Agreement. In the event that more than 100
4 Class Members timely and validly request exclusion from the Settlement, Defendant, in its sole
5 discretion, shall have the option of nullifying the Agreement. Defendant must make the election
6 to nullify the Agreement no later than ten (10) business days following the Notice Response
7 Deadline. In the event Defendant elects to nullify the Agreement, Defendant shall be solely
8 responsible for payment of the Claims Administration Costs incurred through the date it elects to
9 nullify the Agreement.

10 19. Nullification of Settlement Agreement. In the event: (i) the Court does not enter
11 the Order specified herein; (ii) the Court does not finally approve the Settlement as provided
12 herein; (iii) the Court does not enter a Final Judgment as provided herein, which becomes final as
13 a result of the occurrence of the Effective Date; (iv) Defendant exercises its option to nullify the
14 agreement if more than 100 Class Members submit timely and valid Requests for Exclusion; or,
15 (v) the Settlement does not become final for any other reason, this Settlement Agreement shall be
16 null and void. Any order or judgment entered by the Court in furtherance of this Settlement shall
17 be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be
18 of no force or effect, and shall not be treated as an admission by the Parties or their Counsel. In
19 such a case, the Parties and any funds to be awarded under this Settlement shall be returned to
20 their respective statuses as of the date and time immediately prior to the execution of the
21 Memorandum of Understanding that preceded this Agreement, and the Parties shall proceed in all
22 respects as if this Settlement Agreement had not been executed, except that any fees already
23 incurred by the Claims Administrator shall be paid in equal parts by Plaintiffs and Defendant. In
24 such event, the Parties will retain the right to make all arguments for or against the certification of
25 a class in the Actions, and the Parties' Settlement shall not affect the Court's determination as to
26 whether or not to certify a class in the Actions and/or whether or not to allow Plaintiffs to pursue
27 PAGA claims on a representative basis, in any way. If, however, Defendant elects to terminate the
28 Settlement should more than 100 Class Members return timely and valid Requests for Exclusion,

1 Defendant shall be responsible for all fees incurred by the Claims Administrator through the date
2 of the election.

3 20. Publicity. Other than as necessary to implement the Settlement, neither Plaintiff
4 nor Class Counsel shall initiate any publicity, disclosure or contact with the media, or respond to
5 any inquiry from the media, regarding the Settlement other than to confirm that this Action has
6 settled. Any confirmation of settlement shall remain confidential until Notice is mailed. Nothing
7 herein shall require that any documents filed with the Court in connection with this settlement be
8 filed under seal, nor shall it impose any confidentiality obligations on the Court.

9 21. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
10 the interpretation, calculation or payment of Individual Settlement Payments, or other disputes
11 regarding compliance with this Agreement shall be resolved as follows:

12 a. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Class Member, or
13 Defendant or Defendant's Counsel, on behalf of Defendant, at any time believe that the other
14 Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in
15 writing of the alleged violation.

16 b. Upon receiving notice of the alleged violation or dispute, the responding Party
17 shall have 10 calendar days to correct the alleged violation and/or respond to the initiating Party
18 with the reasons why the Party disputes all or part of the allegation.

19 c. If the response does not address the alleged violation to the initiating Party's
20 satisfaction, the Parties shall negotiate in good faith for up to 10 calendar days to resolve their
21 differences.

22 d. If Class Counsel and Defendant's Counsel are unable to resolve their
23 differences after 20 calendar days, either Party may file an appropriate motion for enforcement
24 with the Court. The briefing of such motion should be in letter brief form and shall not exceed
25 five single-spaced pages (excluding exhibits).

26 e. Reasonable attorneys' fees and costs for work done in resolving a dispute under
27 this Section may be recovered by any Party that prevails under the standards set forth within the
28 meaning of applicable law.

1 22. No Retaliation. Defendant shall not take any adverse action against any Class
2 Member, including Plaintiffs, because of the Actions or because of the existence of, and/or
3 participation in, the Settlement, or because they choose to benefit from the Settlement or to object
4 to the Settlement, or because they choose the request exclusion from the Settlement.

5 23. Exhibits and Headings. Any exhibits to this Agreement are an integral part of the
6 Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted
7 for convenience of reference only and do not constitute a part of this Agreement.

8 24. Interim Stay of Proceedings. The Parties agree to entry of a formal stay of all
9 proceedings in the Actions, except such proceedings as may be necessary to implement and
10 complete the Settlement, pending the Final Approval Hearing to be conducted by the Court. The
11 Parties agree not to conduct further discovery in the Actions, and not to file any motions unrelated
12 to the Settlement, during such a stay.

13 25. Amendment or Modification. This Agreement may be amended or modified only
14 by a written instrument signed by counsel for all Parties or their successors-in-interest.

15 26. Entire Agreement. This Agreement and any attached exhibits constitute the entire
16 agreement among these Parties, and no oral or written representations, warranties or inducements
17 have been made to any Party concerning this Agreement or its exhibits other than the
18 representations, warranties and covenants contained and memorialized in such documents. In the
19 event the Court finds that an amendment must be made to this Agreement in order for the
20 Settlement to be approved, the Parties will meet and confer in good faith to determine whether
21 they are willing to make such an amendment, and if so will execute a written amendment to this
22 Agreement.

23 27. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
24 and represent that they are expressly authorized by the Parties whom they represent to negotiate
25 this Agreement and to take all appropriate action required or permitted to be taken by such Parties
26 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
27 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
28 other and use their best efforts to effect the implementation of the Settlement. In the event the

1 Parties are unable to reach agreement on the form or content of any document needed to
2 implement the Settlement, or on any supplemental provisions that may become necessary to
3 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
4 such disagreement. The persons signing this Agreement on behalf of Defendant represent and
5 warrant that they are authorized to sign this Agreement on its behalf.

6 28. Binding on Successors and Assigns. This Agreement shall be binding upon, and
7 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

8 29. California Law Governs. All terms of this Agreement and the exhibits hereto shall
9 be governed by and interpreted according to the laws of the State of California.

10 30. Counterparts. This Agreement may be executed in one or more counterparts. All
11 executed counterparts and each of them shall be deemed to be one and the same instrument.

12 31. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
13 Settlement is a fair, adequate and reasonable settlement of the Actions and have arrived at this
14 Settlement after extensive arms'-length negotiations, taking into account all relevant factors,
15 present and potential.

16 32. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the
17 interpretation, implementation and enforcement of the terms of this Agreement and all orders and
18 judgments entered in connection therewith, and the Parties and their counsel hereto submit to the
19 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement
20 embodied in this Agreement and all orders and judgments entered in connection therewith.

21 33. Cooperation and Drafting. Each of the Parties has cooperated in the drafting and
22 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
23 not be construed against any Party.

24 34. Invalidity of Any Provision. Before declaring any provision of this Agreement
25 invalid, the Court shall first attempt to construe the provisions as valid and enforceable to the
26 fullest extent possible consistent with applicable law.

27 35. Time to Consider and Revoke Agreement. Plaintiffs acknowledge and agree that
28 they have been provided 21 calendar days to consider this Agreement and to consult with their

1 legal counsel, and have been encouraged to do so. To the extent that Plaintiffs have taken fewer
2 than 21 days to consider this Agreement, Plaintiffs acknowledge that they have each had sufficient
3 time to consider the Agreement and to consult with counsel and that none of them desired or
4 needed additional time in which to do so. Plaintiffs also understand that they each have
5 seven calendar days following their execution of this Agreement within which to revoke it. Any
6 such revocation must be in writing, must specifically revoke this Agreement, and must be directed
7 to the attention of Defendant's Counsel. If either Plaintiff revokes this Agreement, this entire
8 Settlement and Agreement will become null and void, and of no force or effect, and no Plaintiff or
9 Class Member will receive a Service Payment or an Individual Settlement Payment, respectively,
10 and the Parties will continue to litigate the Actions.

11 36. Plaintiffs' Waiver of Right to be Excluded and Object. Plaintiffs agree to sign this
12 Agreement, and by signing this Agreement are bound by the terms herein stated, and further agree
13 not to file a Request for Exclusion or to object to any of the terms of this Agreement. Non-
14 compliance by Plaintiffs with this paragraph shall be void and of no force or effect. Any such
15 objection shall therefore be void and of no force or effect.

16
17 Dated: ^{September} ~~July~~ __, 2017

PLAINTIFFS/CLASS REPRESENTATIVES:

Suzanne M. Ryan
Suzanne M. Ryan

19 Dated: July __, 2017

Ruth Elkins

21 Represented By:

22 COHELAN, KHOURY & SINGER

24 Dated: July __, 2017

By: Isam C. Khoury/Michael D. Singer
Diana M. Khoury/J. Jason Hill

26 Attorneys for Plaintiffs and Class

27

28

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2 than 21 days to consider this Agreement, Plaintiffs acknowledge that they have each had sufficient
3 time to consider the Agreement and to consult with counsel and that none of them desired or
4 needed additional time in which to do so. Plaintiffs also understand that they each have
5 seven calendar days following their execution of this Agreement within which to revoke it. Any
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13 not to file a Request for Exclusion or to object to any of the terms of this Agreement. Non-
14 compliance by Plaintiffs with this paragraph shall be void and of no force or effect. Any such
15 objection shall therefore be void and of no force or effect.

16 **PLAINTIFFS/CLASS REPRESENTATIVES:**

17 Dated: July __, 2017

18 Suzanne M. Ryan

19 September

20 Dated: July __, 2017

21 Ruth B. Elkins
22 Ruth Elkins

23 Represented By:

24 COHELAN, KHOURY & SINGER

25 Dated: July __, 2017

26 By: _____
27 Isam C. Khoury/Michael D. Singer
28 Diana M. Khoury/J. Jason Hill

Attorneys for Plaintiffs and Class

1 legal counsel, and have been encouraged to do so. To the extent that Plaintiffs have taken fewer
2 than 21 days to consider this Agreement, Plaintiffs acknowledge that they have each had sufficient
3 time to consider the Agreement and to consult with counsel and that none of them desired or
4 needed additional time in which to do so. Plaintiffs also understand that they each have
5 seven calendar days following their execution of this Agreement within which to revoke it. Any
6 such revocation must be in writing, must specifically revoke this Agreement, and must be directed
7 to the attention of Defendant's Counsel. If either Plaintiff revokes this Agreement, this entire
8 Settlement and Agreement will become null and void, and of no force or effect, and no Plaintiff or
9 Class Member will receive a Service Payment or an Individual Settlement Payment, respectively,
10 and the Parties will continue to litigate the Actions.

11 36. Plaintiffs' Waiver of Right to be Excluded and Object. Plaintiffs agree to sign this
12 Agreement, and by signing this Agreement are bound by the terms herein stated, and further agree
13 not to file a Request for Exclusion or to object to any of the terms of this Agreement. Non-
14 compliance by Plaintiffs with this paragraph shall be void and of no force or effect. Any such
15 objection shall therefore be void and of no force or effect.

16
17 **PLAINTIFFS/CLASS REPRESENTATIVES:**

18 Dated: September __, 2017

Suzanne M. Ryan

19 Dated: September __, 2017

Ruth Elkins

21 Represented By:

22 COHELAN, KHOURY & SINGER

24 Dated: September 5, 2017

By: _____
Isam C. Khoury/Michael D. Singer
Diana M. Khoury/J. Jason Hill/ Janine R. Menhennet

26 Attorneys for Plaintiffs and Class

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DEFENDANT:

DIGNITY HEALTH

Dated: September 1, 2017

By: 
Rick Grossman
Its: Executive Vice President and General Counsel,

Represented By:

SHEPPARD MULLIN RICHTER & HAMPTON LLP

Dated: September 5
~~Sept~~ 2017

By: 
Richard J. Simmons
Derek R. Havel
Daniel J. McQueen
Jonathan P. Barker

Attorneys for Defendant

EXHIBIT A

Superior Court for the State of California, County of Sacramento
Ryan v. Dignity Health; Elkins v. Dignity Health
Lead Case No. 34-2013-00147371-CU-OE-GDS

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected whether you act or don't act.*

NOTICE OF CLASS ACTION SETTLEMENT

IF YOU WORKED FOR DIGNITY HEALTH AS A NON-EXEMPT REGISTERED NURSE BETWEEN JUNE 27, 2009 AND MAY 2, 2017, AND RECEIVED AT LEAST ONE MEAL OR REST PERIOD PREMIUM PAYMENT DURING THAT TIME FRAME, YOU MAY BE ENTITLED TO A CASH PAYMENT UNDER THIS SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	To receive your Individual Settlement Payment, you do not need to do anything. Your payment will be mailed to you, automatically, after the Court grants final approval to the Settlement. <i>[You must, however, keep a current address on file with the Settlement Administrator to ensure receipt of your check.]</i>
EXCLUDE YOURSELF	You may exclude yourself from the Settlement (i.e. opt out), if you do not wish to participate in the Settlement.
OBJECT	You may write to the Court, and ask to address it, if you think the Settlement is not fair.

- **YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE.**
- **DIGNITY HEALTH WILL NOT RETALIATE IN ANY MANNER AGAINST ANY CLASS MEMBER WHO STAYS IN THE CLASS AND RECEIVES A SETTLEMENT PAYMENT CHECK, OR WHO REQUESTS EXCLUSION FROM THE SETTLEMENT.**

BASIC INFORMATION

1. Why did I get this notice packet?

You received this notice because Dignity Health's records identify you as someone who was employed as a Registered Nurse by Dignity Health in California and paid at least one missed meal or rest period premium payment sometime during the period from June 27, 2009 to May 2, 2017.

The Court in charge of the cases is the Superior Court of the State of California, County of Sacramento. The cases are known as the *Ryan v. Dignity Health*, Case No. 34-2013-00147371 and *Elkins v. Dignity Health*, Case 34-2014-00161389, which were consolidated on April 11, 2017 for purposes of processing the Settlement described in this Notice. The cases are referred to collectively as the "Action" or "Lawsuit" throughout this Notice. There was a hearing on August 17, 2017 in the

Superior Court, County of Sacramento, at which the Court preliminarily approved the Settlement, preliminarily certified a Class for Settlement purposes only, and directed that you receive this Notice describing the Settlement.

2. What is this Class Action Lawsuit about?

On June 27, 2013, Ms. Ryan filed a complaint on behalf of herself and all others similarly situated alleging that when Dignity Health paid a premium of one hour's pay for a missed meal or rest break, the correct rate of pay was not used, and thus additional wages were due to Class Members. On April 3, 2014, Ms. Elkins also filed complaint alleging the same claims as Ms. Ryan, and adding a representative action claim under the Private Attorney General Act ("PAGA"). The Action sought injunctive relief, damages, costs, attorneys' fees and any other further relief deemed appropriate by the Court on the basis of these allegations.

The Court has made no ruling on the merits of the claims alleged by Plaintiffs in the Action or the defenses asserted by Dignity Health. The Court has preliminarily approved the proposed Settlement.

Dignity Health denies all allegations in the Action and contends it has complied with the California Labor Code. The Settlement is not an admission of any wrongdoing by Dignity Health or an indication that any law was violated. The Parties have reached a proposed Settlement, subject to Court approval, presented in the Stipulation and Settlement of Class Action Claims, ("Settlement Agreement" or "Settlement").

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Suzanne M. Ryan and Ruth Elkins), sue on behalf of themselves and other people who have similar claims. The group of people with similar claims is called a "Class." Each person covered by the class definition is a "Class Member." There are an estimated 15,504 members of the proposed Class. The Class is defined as: "All Registered Nurses employed by Dignity Health in California who were paid at least one missed meal or rest period premium payment sometime during the period from June 27, 2009 to May 2, 2017, (to the extent these individuals have not already released such claims pursuant to the settlement in Bryant v. Dignity Health, wherein all Registered Nurses from French Hospital, Marian Medical Center and Arroyo Grande Community Hospital released the claims asserted in the Action for the period of August 3, 2007 to April 20, 2016)."

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs Ms. Ryan or Ms. Elkins, or Defendant Dignity Health. There was no trial. Instead, both sides agreed to a no-fault Settlement of the Action ("Settlement").

5. Who are the Parties in this Lawsuit?

Ms. Ryan and Ms. Elkins are the Plaintiffs, and appointed Class Representatives who were employed by Dignity Health in California sometime during the period from June 27, 2009 through May 2, 2017 and who received at least one premium payment for a missed meal or rest break.

Dignity Health is the Defendant.

6. Who are the Attorneys for the Parties?

Counsel for Plaintiffs and the Class

Cohelan Khoury & Singer

Timothy D. Cohelan / Isam C. Khoury
Michael Singer / Diana M Khoury/
J. Jason Hill / Janine R. Menhennet
605 “C” Street, Suite 200
San Diego, CA 92101-5305
Telephone: (619) 595-3001

Counsel for Defendant

Sheppard Mullin Richter & Hampton LLP

Richard J. Simmons/Daniel J. McQueen
Jonathan P. Barker
333 South Hope Street, 43rd Floor
Los Angeles, California 90071-1448
Telephone: (213) 620-1780

If you have questions regarding this Settlement, you should contact Counsel for Plaintiffs, Counsel for Defendant, and/or the Claims Administrator. Please do not contact the Court.

THE TERMS OF THE SETTLEMENT

7. What is the Settlement Amount?

The proposed Settlement provides for a maximum Gross Settlement Amount of \$395,000. From this amount, Class Counsel will apply to the Court for an award of attorneys’ fees of up to 33%, or \$130,350, and litigation costs of up to \$19,500, a Class Representative Service Payment of \$5,000 to Ms. Ryan and \$5,000 to Ms. Elkins for their work and efforts prosecuting this case, for undertaking the risks of payment of costs (in the event this Lawsuit were lost) and a general release of all claims; a claims administration payment to Rust Consulting of an amount not to exceed \$55,000, and a payment in the sum of \$3,750 (75% of \$5,000) to the California Labor Workforce and Development Agency, under California Labor Code’s Private Attorneys General Act of 2004 (“PAGA”), to cover all applicable civil penalties implicated or raised by the allegations in the Lawsuit. The employer-side payroll taxes will also be deducted from the Gross Settlement Amount. The exact amount of the attorneys’ fees, litigation costs, Class Representative service payment, and administration expenses will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement Amount, the “Net Settlement Amount” (estimated to be approximately \$176,400) will be apportioned and paid out to Class Members who do not request to be excluded from the Settlement. A claim form is not required. **You do not need to do anything in order to receive a payment.** The entire amount of the Net Settlement Amount will automatically be paid out to the participating Class Members who do not request to be excluded from the Settlement.

8. How will the Settlement Payments be calculated?

Class Members who do not request to be excluded from the Settlement (who do not ‘opt out’) will receive their share of the Net Settlement Amount based on the number of meal and/or rest period premium payments he or she was paid by Dignity Health during the period from June 27, 2009 through May 2, 2017 (the “Class Period”). This does not include premiums paid to class members in the Bryant case that were made prior to April 20, 2016.

Here’s how it will work: the gross amount allocated to each individual Class Member will be based on (a) the individual Class Member’s total number of non-excluded premium payments paid to him or

her during the Class Period, (b) divided by the aggregate number of non-excluded premium payments paid to all members of the Class during the Class Period (c) multiplied by the Net Settlement Amount. An IRS Form W-2 will be issued for the portion of the Settlement Payment allocated to wages (50%), and an IRS Form 1099 will be issued for the portion of the payment allocated to penalties (25%) and interest (25%). Settlement Class Members receiving a Settlement Payment will be responsible for correctly characterizing and reporting this compensation for tax purposes, as necessary.

9. How much will my Settlement Payment be?

Dignity Health's records indicate you were paid [REDACTED] meal and/or rest period premium payments during the Class Period of June 27, 2009 through May 2, 2017. If you participated in the Bryant settlement, this does not include premiums paid to you prior to April 20, 2016. If you stay in the Class, (that is, do not request to be excluded from the Settlement), you will be mailed a Settlement Payment check estimated to be \$[REDACTED], less taxes. The actual amount you receive may be slightly more or less than the estimated amount shown.

HOW TO GET A PAYMENT

10. How can I get my Settlement Payment?

If you do nothing, you will be mailed a Settlement Payment, automatically, without having to submit a claim form, after the Court approves the Settlement at a Final Approval Hearing. You must, however, notify the Claims Administrator of any change in your name, mailing address and/or telephone number if the information shown on this Notice is not correct. **It is your responsibility to keep the Administrator informed of any change in your address. Your Settlement Payment will be mailed to the last known address the Settlement Administrator has on file for you.** If needed, a Change of Address Form and a preprinted return envelope are enclosed for your convenience. It is strongly recommended you retain a copy of the completed Change of Address form until you receive your Settlement Payment. Settlement Payment checks should be cashed or deposited soon after receipt. Please do not delay. Funds for checks which remain uncashed after 120 days will be forwarded to California's Industrial Relations Unpaid Wage Fund for further handling.

11. What do I do if the listed number of premium payments is wrong?

If you believe the number of premium payments you were paid during the Class Period listed above is wrong, you may send a letter to the Claims Administrator indicating what you believe the correct information to be. Your letter must be postmarked on or before _____, 2017. *[45 days from mailing the Notice Packet.]* You should include any documents or other information which support what you believe to be the correct number of premium payments paid during the Class Period. The Claims Administrator will resolve any dispute regarding the number of premium payments paid based on Dignity Health's records and any information you provide. The number of premium payments you were paid as supplied by Defendant will be presumed correct unless you supply company records from Dignity Health showing different information.

12. When can I expect to receive my Settlement Payment?

If you do not exclude yourself from the Settlement, and no Class Member objects to the Settlement, and the Court finally approves the Settlement, your share of the Settlement will be mailed to you within approximately 75 days after the Court grants final approval of the Settlement.

13. What am I giving up to get a payment?

Unless you exclude yourself from the Settlement, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendant Dignity Health about the legal issues in this case. As noted, the Lawsuit alleges miscalculated meal and/or rest period premiums. Specifically, you will be giving up or "releasing" the claims described below. as of the Judgment:

Released Claims: All Settlement Class Members fully and finally release and discharge Defendant and its parents, predecessors, successors, subsidiaries, and affiliates, and all of their respective employees, directors, officers, agents, attorneys, fiduciaries, other service providers, and assigns, from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising from or related to the facts and claims alleged in the Action. Class Released Claims include all claims arising from or related to the facts and claims alleged in the Action. Class Released Claims include all claims for failure to properly calculate meal and/or rest period premiums; any claim for failure to pay all wages owed at the time of termination that is derivative of a claim for failure to properly calculate meal and/or rest period premiums; and any other penalties, attorneys' fees and costs related to such claims, including derivative claims under the California Business and Professions Code sections 17200 *et seq.* and the Private Attorneys General Act.

The Released Claims specifically exclude claims for workers' compensation, unemployment insurance and state disability compensation, claims under the Employment Retirement Income Security Act of 1974, claims for previously vested benefits under any Employer-sponsored benefits plan, wrongful termination and discrimination, retaliation, and harassment under the Age Discrimination In Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil Rights Act of 1964, the Federal Civil Rights Act of 1991, the California Family Rights Act, the federal Family Medical Leave Act, the California Pregnancy Leave Law, the federal Equal Pay Act of 1963, and the Americans with Disabilities Act of 1990. The Released Claims also exclude the release of claims not permitted by law.

This Release includes any claims arising from or related to the claims litigated in the Action against Defendant that you do not know or suspect to exist in your favor at this time, which, if known by you, might have affected your decision not to be excluded from the Settlement, or object to this Settlement or this Release. You may hereafter discover facts in addition to or different from those you now know or believe to be true with respect to the claims arising from or related to the claims litigated in the Action against Defendant, but unless you exclude yourself from the Settlement, you shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to this Release, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you wish to pursue your own separate lawsuit against Defendant Dignity Health for the claims asserted in this Action, which relate to the alleged miscalculation of meal and/or rest period premium payments, or if you otherwise wish not to participate in the Settlement for whatever reason, you should exclude yourself from this case (that is, opt out of the Settlement). To opt out and exclude yourself from the Settlement, you must submit a timely written request for exclusion. Your request for exclusion must include (a) your full name, current address, telephone number and last four digits of your social security number; (b) must be personally signed by you; (c) must be postmarked and mailed to the Settlement Administrator at the address shown below on or before _____, 2017 [45 days from mailing of the Notice Packet] and (d) must state the following:

“I wish to be excluded from the Settlement of this case, entitled *Ryan/Elkins v. Dignity Health Class Action Settlement*, Case No. 34-2013-00147371 filed in the Superior Court of California, County of Sacramento. I understand that by requesting to be excluded from the Lawsuit and Settlement, I will receive no money from the Settlement described in this Notice.”

As stated above, your request for exclusion must be mailed to the Administrator postmarked no later than _____, 2017 [45 days from mailing of the Notice Packet] in the envelope provided or in a separate envelope addressed to:

Ryan/Elkins v. Dignity Health Class Action Settlement
Claims Administrator
c/o _____
P. O. Box _____
_____, _____

Again, you should not request exclusion if you wish to receive money from the Settlement.

15. If I don't exclude myself, can I sue Defendant Dignity Health for the same thing later?

No. Unless you exclude yourself from the Lawsuit, you give up any right to sue Defendant Dignity Health for the claims that were raised in this Lawsuit and which this Settlement resolves, which relate to the alleged miscalculation of meal and/or rest period premium payments. ***If you have a claim or lawsuit already against Defendant Dignity Health, you should speak to your lawyer in that case immediately.*** You may need to opt out this Lawsuit to continue your own lawsuit. Remember, the request for exclusion deadline is _____, 2017 [45 days from mailing of the Notice Packet.]

16. If I request exclusion from the Lawsuit and Settlement, can I still get a Settlement Payment?

No. If you request to be excluded from the Settlement (opt out), you will not receive a Settlement Payment. The Settlement Payment you would have been entitled to receive will be redistributed to

participating Settlement Class Members. No portion of the Settlement monies will go back to Defendant Dignity Health as a result of any person requesting to be excluded from the Lawsuit.

OBJECTING TO THE SETTLEMENT

17. **How do I tell the Court that I don't like the Settlement?**

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court you don't agree with it, or some part of it. The Court will consider your views. To object, you must send a letter saying you object to the *Ryan/Elkins v. Dignity Health*, Case No. 30-2013-00147371-CU-OE-GDS proposed Settlement. To be considered, be sure to include your name, address, your signature, and the specific reasons you object to the terms of the Settlement. Mail the objection to the addresses listed below postmarked on or before _____, 2017 [45 days from mailing of the Notice Packet.]

Ryan/Elkins v. Dignity Health Class Action Settlement
Claims Administrator
c/o _____
P. O. Box _____
_____, _____

18. **What's the difference between objecting and requesting exclusion (opting out)?**

Objecting is simply telling the Court that you don't like something about the Settlement. You may object only if you stay in the Class. Requesting to be excluded (or opting out of the case) is telling the Court that you don't want to be part of this Settlement and Class. If you opt out of the Settlement, you have no basis to object because the case no longer affects you.

If you object to any of the terms of the Settlement, the Court will consider your objections when deciding whether to grant final approval of the Settlement.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval hearing in Department 35 of the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, located at 720 9th Street, Sacramento, California 92701 on _____ 2017, at ____ p.m. At this hearing the Court will 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 and litigation costs, the Class Representatives' service payments, and the Administrator's fees and expenses.

The Court may reschedule the Final Approval hearing without further notice to Class Members. If you plan to attend the Final Approval hearing, you should check the Court's website in advance to make sure that the hearing has not been moved. Any Class Member who has filed a Notice of Intention to Appear at the Final Fairness hearing will be notified by Class Counsel of any rescheduling of the date and time of the Final Fairness hearing.

20. Do I have to come to the hearing?

No. Class Counsel and Counsel for Defendant will answer any questions the Judge may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you have mailed your written objection as shown in Paragraph 17, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval hearing. To do so, you may send a letter saying that it is your "Notice of Intention to Appear" in the *Ryan/Elkins v. Dignity Health Class Action Settlement*, Case No. 34-2013-00147371. Be sure to include your name, address, and signature. Your Notice of Intention to Appear must be postmarked on or before _____, 2017 [45 days from mailing the Notice Packets] and be sent to the Administrator at the addresses shown in Paragraph 17, above. [You cannot speak at the hearing if you have excluded yourself from the Lawsuit.] You may also hire and pay your own lawyer to attend if you so desire. Any attorney who will represent an objecting Class Member must file a notice of appearance with the Court and serve Counsel for the Parties no later than forty-five (45) days after the initial mailing of the Notice Packet.

GETTING MORE INFORMATION

22. Who may I contact if I have questions about the Settlement?

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may review the Stipulation and Settlement of Class Action Claims ("Settlement Agreement"), which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at any time during regular business hours in the Superior Court of California, County of Sacramento, Gordon D. Schaber Courthouse, located at 720 Ninth Street, Sacramento, California 95814.

You may also contact the attorneys for Plaintiffs, or the attorneys for Defendant, at the contact information listed above in Paragraph 6, if you have any questions about the Settlement. You may also contact the Administrator by calling toll free 1-_____, or you can write to Administrator at the address shown above in paragraph 17.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, OR THE JUDGE, FOR MORE INFORMATION.

ADDITIONAL IMPORTANT INFORMATION

- A. Dignity Health will not retaliate in any manner whatsoever against any Class Member who stays in the Class and receives his or her Settlement Payment or requests to be excluded from or objects to the Settlement.
- B. It is your responsibility to ensure that the Administrator has your current mailing address and telephone number on file, as this will be the address to which your Settlement Payment will be sent.
- C. **Settlement Payment checks must be cashed soon after receipt.** Monies represented by checks which remain uncashed after 120 days of the date of issuance will be forwarded to the California Industrial Relations Unpaid Wage for further handling. If your check is lost or misplaced, you should immediately contact the Settlement Administrator to request a replacement.

EXHIBIT B

Superior Court for the State of California, County of Sacramento
Ryan v. Dignity Health; Elkins v. Dignity Health
Lead Case No. 34-2013-00147371-CU-OE-GDS

NOTICE OF CHANGE OF ADDRESS FORM

I wish to change my name and/or mailing address and/or other contact information to the following:

Name: _____

Former Name (if applicable): _____

Street and Apt. No., if any: _____

City, State and Zip Code: _____

Telephone(s): (Home): _____; (Cell): _____

Email: _____

I understand all future correspondence in this Action, including but not necessarily limited to important notices or Settlement Payments, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Submitted by:

DATED: _____, 2017

Print Name:

Signature:

**PLEASE RETURN THIS FORM IN THE ENVELOPE PROVIDED
OR VIA UNITED STATES FIRST-CLASS MAIL TO:**

Ryan v. Dignity Health Class Action Settlement
Claims Administrator
c/o _____,
P. O. Box _____
_____, _____

EXHIBIT C

COHELAN KHOURY & SINGER

Isam C. Khoury (SBN 58759)

ikhoury@ckslaw.com

Michael D. Singer (SBN 115301)

msinger@ckslaw.com

Diana M. Khoury (SBN 128643)

dkhoury@ckslaw.com

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jhill@ckslaw.com

Janine R. Menhennet (SBN 163501)

jmenhennet@ckslaw.com

605 C Street, Suite 200

San Diego, California 92101

Phone: (619) 595-3001 / Fax: (619) 595-3000

Attorneys for Plaintiffs SUZANNE M. RYAN and RUTH ELKINS,
individually and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

SUZANNE M. RYAN, individually and on
behalf of herself and others similarly situated,

Plaintiff,

vs.

DIGNITY HEALTH, a California corporation,
and DOES 1 through 100, inclusive,

Defendants.

RUTH ELKINS, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

DIGNITY HEALTH, a California corporation,
and DOES 1 through 100, inclusive,

Defendants.

Lead Case No. 34-2013-00147371-CU-OE-GDS

CLASS ACTION

[PROPOSED]

[UNOPPOSED MOTION]

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: September 14, 2017

Time: 9:00 a.m.

Dept.: 45

Judge: Honorable Judy H. Hersher

Ryan Complaint Filed: June 27, 2013

Trial Date: None set

Elkins Complaint Filed: April 3, 2014

Trial date: None set

1 This matter came on for hearing on September 14, 2017 at 8:30 a.m. in Department 45 of
2 the above-captioned Court on Plaintiffs' Motion for Order Granting Preliminary Approval of
3 Class Action Settlement, Conditional Certification of Class, Approval of Class Notice and Setting
4 of Final Approval Hearing ("Motion"). The Court, having fully reviewed the Motion, the
5 supporting memorandum of points and authorities, the Declarations of Isam C. Khoury and Janine
6 R. Menhennet filed in support thereof, the revised Stipulation and Settlement of Class Action
7 Claims ("Agreement") attached as Exhibit "1" to the Menhennet Declaration, and the Notice of
8 Class Action Settlement, attached as Exhibit "A" to the Agreement, and having carefully analyzed
9 the Agreement and the proposed Notice of Class Action Settlement and in recognition of the
10 Court's duty to make a preliminary determination as to the reasonableness of any proposed class
11 action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is
12 provided to all members of the Class ("Class Members") in accordance with due process
13 requirements, and to set a Final Approval Hearing to consider the proposed settlement as to the
14 good faith, fairness, adequacy and reasonableness of any proposed settlement, THE COURT
15 HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

16 1. The Court conditionally finds that, for the limited purpose of approving this
17 settlement only, the proposed Class meets the requirements for certification under section 382 of
18 the California Code of Civil Procedure.

19 2. The Court finds on a preliminary basis that the Agreement, attached to the
20 Declaration of Janine R. Menhennet as Exhibit "1", incorporated herein by this reference in full,
21 and made a part of this Order of preliminary approval, appears to be within the range of
22 reasonableness of a settlement which could ultimately be given final approval by this Court.

23 3. Further, it appears to the Court on a preliminary basis that: (a) the settlement
24 amount is fair and reasonable to the members of the Class when balanced against the probable
25 outcome of further litigation relating to class certification, liability and damages issues and
26 potential appeals; (b) significant litigation, investigation, research, and formal and informal
27 discovery have been conducted such that counsel for the Parties at this time are able to reasonably
28 evaluate their respective positions; (c) settlement at this time will avoid substantial costs, delay

1 and risks that would be presented by the further prosecution of the litigation; and (d) the proposed
2 Settlement has been reached as the result of intensive, serious and non-collusive negotiations
3 between the Parties facilitated by an experienced wage and hour mediator.

4 4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
5 Approval of Class Action Settlement is hereby GRANTED, and as a part of said preliminary
6 approval, the Court hereby accepts and incorporates the Agreement and hereby orders that the
7 Class be conditionally certified for settlement purposes only pursuant to the terms and conditions
8 contained in the Agreement.

9 5. For purposes of this Settlement, the Class is defined as: All Registered Nurses
10 employed by Dignity Health in California who were paid at least one missed meal or rest period
11 premium payment sometime during the period from June 27, 2009 to May 2, 2017 (to the extent
12 these individuals have not already released such claims pursuant to the settlement in Bryant v.
13 Dignity Health, wherein all Registered Nurses from French Hospital, Marian Medical Center and
14 Arroyo Grande Community Hospital released the claims asserted herein for the period of August
15 3, 2007 to April 20, 2016).

16 6. The Court further finds that the proposed Notice of Class Action Settlement,
17 attached to the Agreement, fairly and adequately advises Class Members of a) the pendency of the
18 Class Action; b) the conditional certification of the Class for settlement purposes only; c)
19 preliminary Court approval of the proposed Settlement; d) the date, time and place of the Final
20 Approval Hearing; e) the terms of the proposed Settlement and the benefits available to Class
21 Members thereunder; f) their right to receive their proportionate share of the Net Settlement Fund
22 without the need to return a claim form; g) their right to request exclusion from the Settlement and
23 the procedures and deadline for doing so; g) their right to object to the Settlement, and the
24 procedure for doing so; and h) their right to file documentation in support of or in opposition to,
25 and to appear in connection with, said hearing. The Court further finds that the Notice of Class
26 Action Settlement clearly comports with all constitutional requirements, including those of due
27 process.

28 7. Accordingly, good cause appearing, the Court hereby APPROVES the Notice of

1 Class Action Settlement attached as Exhibit “A” to the Agreement.

2 8. The Court further finds that mailing the Notice of Class Action Settlement to the
3 last known address of Class Members as specifically described within the Agreement, with
4 measures taken for verification of an address and skip tracing set forth therein, constitutes an
5 effective method of notifying Class Members of their rights with respect to the class action and
6 Settlement. Accordingly, it is hereby ORDERED, that:

7 A. Rust Consulting be appointed the Claims Administrator to administer the
8 Settlement of this matter as more specifically set forth in the Agreement;

9 B. The law firm of Cohelan Khoury & Singer be appointed as Class Counsel.

10 C. Plaintiffs Suzanne M. Ryan and Ruth Elkins be appointed as the Class
11 Representatives.

12 D. Within ten (10) business days of the date of this Preliminary Approval
13 Order, Defendant shall provide the Class List to the Claims Administrator.

14 E. Within fifteen (15) business days of the delivery of the Class List and Data
15 Report to the Claims Administrator, the Claims Administrator shall perform an electronic address
16 search using the National Change of Address Database and shall send the Notice of Class Action
17 Settlement, Notice of Change of Address, and pre-printed return envelope (“Notice Packet”) to all
18 Class Members by regular First Class United States Mail, using the most current mailing addresses
19 information available, with measures taken for updating an address as provided by the terms of the
20 Agreement. The envelope containing the Notice Packet shall bear the following phrase below the
21 name of the Claims Administrator:

22 **IMPORTANT LEGAL DOCUMENT**

23 **YOU MAY GET MONEY FROM A CLASS ACTION**
24 **SETTLEMENT; Your Prompt Reply to Correct A Bad**
Address is Required

25 F. On or before forty-five (45) calendar days from the initial mailing of the
26 Notice Packet to the Class, or 15 calendar days after the remailing of Notice Packet, whichever is
27 longer, Class Members who wish to exclude themselves from the Class and the Settlement must
28 submit to the Claims Administrator a written statement in the manner and by the deadline set forth

1 in the Notice of Class Action Settlement.

2 G. On or before forty-five (45) days from the initial mailing of the Notice
3 Packets, or 15 calendar days after the remailing of Notice Packet, whichever is longer, written
4 objections to the Settlement must be personally signed, dated, and postmarked to the Claims
5 Administrator as set forth in the Class Notice. Class Members may also choose to appear at the
6 Final Approval Hearing to comment upon or to object to the Settlement provided that a Notice of
7 Intention to Appear is postmarked and returned to the Administrator on or before 45 days from the
8 initial mailing of the Notice Packets or 15 calendar days after the remailing of the Notice Packet,
9 whichever is longer.

10 9. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before
11 the undersigned at 10:00 a.m. on January 26, 2018 in Department 45 of the Superior Court for the
12 State of California, County of Sacramento located at 720 Ninth Street, Sacramento, California
13 95814 to consider the fairness, adequacy and reasonableness of the proposed Settlement
14 preliminarily approved by this Order of preliminary approval, and to consider the application for
15 service payments to the named Plaintiffs/Class Representatives, for claims administration
16 expenses and for Class Counsel's attorneys' fees and litigation expenses. All briefs and materials
17 in support of an Order Granting Final Approval, service payments, claims administration
18 expenses, and Class Counsel's attorneys' fees and litigation costs shall be filed with this Court on
19 or before January 3, 2018.

20 10. IT IS FURTHER ORDERED that if for any reason the Court does not execute and
21 file an Order Granting Final Approval, or if the Effective Settlement Date, as defined in the
22 Agreement, does not occur for any reason whatsoever, the Agreement and the proposed Settlement
23 that is the subject of this Order, and all evidence and proceedings had in connection therewith,
24 shall be restored without prejudice to the *status quo ante* rights of the Parties to the litigation, as
25 more specifically set for in the Agreement.

26 11. IT IS FURTHER ORDERED that pending further order of this Court, all
27 proceedings in this matter, except those contemplated herein and in the Agreement, are hereby
28 stayed.

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2 12. The Court expressly reserves the right to adjourn or continue the Final Approval
3 hearing from time to time without further notice to Class Members.

4 IT IS SO ORDERED.

5 Dated: _____, 2017

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The Honorable Judge Judy H. Hersher
Judge of the Superior Court

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1 **PROOF OF SERVICE**

2 ***Ryan and Elkins v. Dignity Health***
3 **Sacramento Superior Court Lead Case No. 34-2013-00147371**

4 I, Matthew Atlas, declare as follows:

5 I am over the age of 18 years and not a party to the within action. I am employed in the
6 County of San Diego, California, where the mailing occurs; and my business address is 605 "C"
7 Street, Suite 200, San Diego, California 92101-5305.

8 I further declare that I am readily familiar with the business' practice for collection and
9 processing of correspondence for mailing with United States Postal Service; and that the
10 correspondence shall be deposited with United States Postal Service this same day in the ordinary
11 course of business.

12 On September 11, 2017, I caused to be served a copy of the foregoing document(s):

13 **NOTICE OF FILING FULLY-EXECUTED STIPULATION AND SETTLEMENT OF**
14 **CLASS ACTION CLAIMS**

15 And by placing a true copy of each document in a separate envelope addressed as follows:

16 **Counsel for Defendant**

17 Richard J. Simmons, Esq.
18 Derek R. Havel, Esq.
19 Daniel McQueen, Esq.
20 Jonathan P. Barker, Esq.
SHEPPARD MULLIN RICHTER
& HAMPTON LLP
333 South Hope Street, 48th Floor
Los Angeles, CA 90071-1448
Facsimile: (213) 620-1398

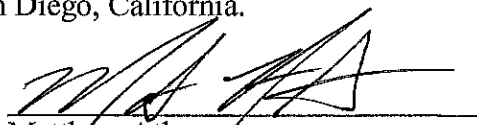
Counsel for Defendant

Morgan P. Forsey, Esq.
SHEPPARD MULLIN RICHTER
& HAMPTON LLP
Four Embarcadero Center 17th Floor
San Francisco, CA 94111
Facsimile: (415) 434-3947

21 I then caused service of each document in the manner described below:

- 22
- 23 ☐ **BY FAX:** Per agreement of the parties, I transmitted the foregoing document(s) by
24 facsimile to the party identified above by using the facsimile number indicated. Said
25 transmission(s) were verified as complete and without error.
- 26 ☒ **BY MAIL:** I placed each for deposit in the United States Postal Service this same day,
27 at my business address shown above, following ordinary business practices.
- 28 ☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct.

Executed September 11, 2017, at San Diego, California.


Matthew Atlas