

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

J. Jason Hill (SBN 179630)

jhill@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

**DECLARATION OF ISAM C. KHOURY
IN SUPPORT OF PLAINTIFF'S MOTION
FOR AN ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 17, 2017

Time: 1:30 p.m.

Dept: 35

Judge: Honorable Alan G. Perkins

Complaint Filed: June 27, 2013

Trial Date: None set

Complaint Filed: April 3, 2014

Trial date: None set

1 I, Isam C, Khoury, declare as follows:

2 1. I am a Partner with the law firm of Cohelan Khoury & Singer, counsel of record
3 herein for Plaintiff and the Class. I have been an attorney on this case since its inception. I submit
4 this Declaration in Support of Plaintiff's Motion for an Order Granting Preliminary Approval of
5 Class Action Settlement. The following facts are within my personal knowledge and if called to
6 testify I could and would competently testify thereto.

7 2. I am a 1973 Hastings School of Law graduate and was admitted to the California
8 State Bar in 1974 and am admitted to practice in all state and federal courts in California and in
9 the Sixth District United States Court of Appeals.

10 3. I have successfully litigated numerous complex civil matters to verdict, jury and
11 non-jury. I have been selected as a Southern California/San Diego "Super Lawyer" for the years
12 2011 through 2016 by the Southern California Super Lawyers Magazine. I am AV rated by
13 Martindale-Hubbell, as are many attorneys in our firm.

14 4. In 1981, Timothy D. Cohelan and I formed Cohelan & Khoury, a Partnership of
15 Professional Law Corporations and within a few years began to focus on class actions. In 2009,
16 Cohelan & Khoury became Cohelan Khoury & Singer. Our firm represents plaintiffs in complex
17 and class action litigation, including wage and hour, labor and employment, antitrust, consumer
18 protection, construction defect and other public interest type class actions. Attached hereto, and
19 incorporated herein by this reference as Exhibit 2 is a true and correct copy of our firm's resume.

20 5. As Class Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted
21 and concluded numerous state and federal class actions, many of which are employment law
22 related.

23 6. Cohelan Khoury & Singer has been certified by the State Bar of California to
24 provide the Mandatory Continuing Legal Education activity entitled "Litigating California Class
25 Actions" and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D.
26 Cohelan, is the author of Cohelan on California Class Actions (Thomson West 1997-2016), part of
27 Thomson West's Expert Series, which is updated annually. Managing Partner, Michael D. Singer,
28 is a contributing author on the CEB publication California Wage and Hour Law: Compliance and

1 Litigation (2010, updated annually), in which he wrote the opening chapter overview on California
2 Wage and Hour laws, including the public policy underpinnings for those laws. Mr. Singer has
3 served as a columnist for the California State Bar, Litigation Section on wage and hour litigation
4 and has contributed articles on wage and hour and class action issues through the years to
5 numerous California publications. He lectures several times per year for continuing education
6 courses on wage and hour and class action issues at events in San Diego, Orange County, Los
7 Angeles, and San Francisco, and also serves as wage and hour amicus liaison for California
8 Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on wage
9 and hour issues in the California Supreme Court and Courts of Appeal. Mr. Singer has been
10 engaged in the practice of labor and employment law since 2000, handling well over 100 wage
11 and hour class actions and several individual labor cases, and has litigated several types of
12 employment actions, including complex ERISA employee welfare benefit plan cases, as well as
13 wage and hour class actions before Federal and State Courts in California. In addition, Mr. Singer
14 has drafted numerous appellate briefs as the appellant, respondent, or amicus curiae in
15 employment class and individual actions. As co-Class Counsel in the *Brinker Restaurant Corp. v.*
16 *Superior Court* [(2008)165 Cal.App.4th 25] matter, he argued before the Fourth District Court of
17 Appeal in May 2008 on transfer from the California Supreme Court, and co-authored the granted
18 Petition for Review of the July 22, 2008 decision in the California Supreme Court, which was
19 granted on October 22, 2008, oral argument heard on November 8, 2011, ruling issued on April
20 12, 2012. Furthermore, Cohelan Khoury & Singer has successfully tried class cases, obtained
21 appellate reversals of class certification denials (*Hicks v. Kaufman and Broad*, (2001) 89
22 Cal.App.4th 908), certified wage and hour classes, and has been appointed class counsel in dozens
23 of cases.

24 7. As a part of our overall firm philosophy lawyers perform community service and
25 pro bono work. Firm volunteer work includes service through the Legal Aid Society- Employment
26 Law Center (LAS-ELC), San Diego Volunteer Lawyer Program (SDVLP), Consumer Attorneys
27 of San Diego (CASD), and Voices for Children. Mr. Singer has served on the LAS-ELC Board of
28 Directors since 2011. Mr. Cohelan currently serves as the Executive Committee Chair of the San

1 Diego Volunteer Lawyers Program and completed 24 years of volunteer judicial service as a Judge
2 Pro Tem of the San Diego Superior Court. Since admission to the California Bar, Partner Diana
3 M. Khoury, has been a member of the San Diego County Bar Association, Consumer Attorneys of
4 San Diego, ("CASD"), Consumer Attorneys of California, and American Association for Justice
5 since admission to the bar. From 2010 through 2016, Ms. Khoury served on the Board of Directors
6 for CASD. Ms. Khoury has also served on the Board of Directors for the San Diego County Bar
7 Foundation, ("SDCBF"), the 501(c)(3) charitable arm of the San Diego County Bar Association
8 since 2013. Our firm's pro bono victories have included a settlement with the City of San Diego
9 which prohibits the City from targeting homeless persons for illegal lodging tickets under Penal
10 Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).)
11 The Parties in *Spencer* entered into a settlement that has the effect of increasing the number of
12 available shelter beds in the City of San Diego.

13 8. We consider ourselves experienced and qualified to evaluate the Class claims and
14 viability of the defenses. Based on the history of this case, and given our firm's extensive
15 experience as class action employment and wage and hour litigators, it is our view that the
16 settlement is fair, reasonable, and adequate, and in the best interest of the class members.

17 **MEDIATION AND THE PROPOSED SETTLEMENT**

18 9. A true and correct copy of the Settlement Agreement is attached hereto and
19 incorporated herein by this reference as Exhibit 1. Exhibits A and B *to the Settlement Agreement*
20 are the proposed class notice (Exhibit A) and change of address form (Exhibit B). I summarize the
21 salient terms herein for the Court's convenience.

22 10. The Settlement Class is defined as "All Registered Nurses employed by Dignity
23 Health in California who were paid at least one meal or rest period premium payment at any time
24 during the period from June 27, 2009 to May 2, 2017" ("Class Members"). Individuals excluded
25 from the Class are Registered Nurses employed by Dignity Health at French Hospital, Marian
26 Medical Center and Arroyo Grande Community Hospital, to the extent they released similar
27 claims in the *Bryant v. Dignity Health* class action settlement covering the period from August 3,
28 2007 through April 20, 2016. Settlement Agreement I.6.

1 11. Pursuant to the Agreement, the Parties have agreed the Action may be settled and
2 compromised for the non-reversionary sum of \$395,000.00 (“Gross Settlement Amount” or
3 “GSA”), which includes, subject to and contingent upon the approval of this Court, (a) attorneys’
4 fees of \$130,350.00 (one-third of the GSA) to compensate Class Counsel for work performed and
5 all work remaining to be performed in documenting and administrating the settlement and
6 securing final Court approval; (b) Class Counsel’s litigation expenses of up to \$19,500.00; (c) a
7 Service Award to each Named Plaintiff, Suzanne M. Ryan and Ruth Elkins, in the sum of
8 \$5,000.00 in consideration and recognition of their initiation and prosecution of the action, serving
9 as a representative for the Class, work performed, and risks undertaken for the payment of costs in
10 the event the case had not concluded successfully, benefits conferred on the absent Class
11 Members, and a general release of claims; (d) settlement administration fees and expenses to Rust
12 Consulting, Inc. in an amount not to exceed \$55,000.00; and (e) the payment to the California
13 Labor and Workplace Development Agency of \$3,750.00 (75% of \$5,000.00), allocated for the
14 payment of all applicable penalties under PAGA. Settlement Agreement § I, ¶¶ 16, 17, 19, 23, 33;
15 § III, ¶¶ 4, 8, 9.

16 12. After all Court-approved deductions from the GSA, the remaining sum, the Net
17 Settlement Fund, (“NSF”) estimated at \$176,650, will be divided among Class Members who do
18 not opt out, based on the total number of Premium Payments he or she was paid by Dignity
19 Health. With an aggregate 546,752 premium payments for missed meal period or rest break
20 during the Class Period from June 27, 2009 through May 2, 2017, a Participating Settlement Class
21 Member may expect to receive an estimated \$0.32 for each premium payment paid to him or her
22 during the Class period.

23 13. Furthermore, amounts allocated to Class Members who opt-out of the Settlement
24 shall be re-allocated to those Participating Class members, lowering the total number of premium
25 payments paid out so that the per-shift rate will be increased for those remaining in the settlement.
26 In other words, the entire amount of the NSA will be paid to Participating Settlement Class
27 Members and there is no reversion. Settlement Agreement § III, ¶¶ 12, 13, 14, 15.

28 14. Following final approval and the effective date of settlement, each Participating

1 Settlement Class Member will be mailed an Individual Settlement Payment representing his or her
2 proportionate share of the NSA.

3 15. Rust Consulting, Inc., the Claims Administrator selected by the Parties, will
4 conduct a search of the National Change of Address database to update Class Member addresses,
5 and will thereafter mail to each Class Member identified by Defendant's employment records, a
6 Notice of Class Action Settlement ("Notice") and Notice of Change Of Address Form
7 (collectively "Notice Packet"). Settlement Agreement § III, ¶13.

8 16. The proposed Notice advises the Class of their rights (1) to participate in the
9 proposed Settlement, (2) to be excluded from the proposed Settlement, (3) to object to the
10 Settlement or to any of its terms, (4) to dispute the dates of employment or number of premium
11 payments shown in the Notice upon which their Settlement Payment will be based, and (5) for
12 each of the foregoing actions, the manner and deadline date for doing so. The Notice also informs
13 the Class of the date of the final fairness hearing. See Exhibit A to Settlement Agreement.

14 17. In exchange for a settlement payment, each Class Member who does not submit a
15 valid and timely Request for Exclusion will release the Released Parties from the Released
16 Claims, and/or any such claims or causes of action that could have been brought in the Action and
17 based on or arising out of the events, facts, and circumstances as alleged in the Action, including
18 all claims for failure to properly calculate meal and/or rest period premiums, any claim for failure
19 to pay all wages owed at time of termination that is derivative of a claim for failure to pay all
20 wages owed at the time of termination that is derivative of a claims for failure to properly
21 calculate meal and/or rest period premiums, and any other penalties, attorneys' fees and costs
22 related to such claims, including derivative claims under the California Business and Professions
23 Code section 17200 *et seq.* and the Private Attorneys General Act. The Released Claims
24 specifically exclude claims for workers' compensation, unemployment insurance and state
25 disability compensation, claims under the Employment Retirement Income Security Act of 1974,
26 claims for previously vested benefits under any Employer-sponsored benefits plan, wrongful
27 termination and discrimination, retaliation, and harassment under the Age Discrimination in
28 Employment Act, the California Fair Employment and Housing Act, Title VII of the Federal Civil

1 Rights Act of 1964, the Federal Civil Rights Act of 1991, the California Family Rights Act, the
2 federal Family Medical Leave Act, the California Pregnancy Leave Law, the federal Equal Pay
3 Act of 1963, and the Americans with Disabilities Act of 1990, and the release of any other claims
4 not permitted by law. Settlement Agreement § I, ¶ 30.

5 18. The proposed Settlement was reached as a result of arms'-length negotiations
6 facilitated by Jeffrey Krivis, Esq. Though cordial and professional, the settlement negotiations
7 have been, at all times, adversarial and non-collusive in nature. Following the agreement to settle,
8 counsel for the Parties continued to negotiate, at arms'-length, the remainder of the terms
9 memorialized in the Agreement attached to my Declaration.

10 19. The Parties thoroughly investigated and evaluated the factual strengths and
11 weaknesses of this case before reaching the proposed Settlement, and engaged in sufficient
12 investigation, research and exchange of information referenced above, to support the Settlement.

13 20. The Settlement was only possible following litigation, discovery, evaluation of
14 Defendant's relevant policies and procedures, multiple motions to dismiss and for summary
15 adjudication, which permitted Class Counsel to engage in a comprehensive analysis of liability
16 and potential damages to prepare for and engage in meaningful discussions at mediation.

17 21. Based upon my experience, the uncertainties of certification bore heavily on the
18 negotiations leading to the Settlement now before the Court. Certainty of recovery is enhanced by
19 an equitable and timely consummated settlement such as that under consideration now.

20 22. In view of these uncertainties, the Parties agreed to a compromise, a non-
21 reversionary settlement of \$395,000.00 for the estimated 15,000 Class Members, which will pay
22 each Participating Class Member an estimated \$11.70, on average, for the total number of
23 Premium Payments he or she was allegedly underpaid by Dignity Health, which represents almost
24 a 100% net recovery.

25 ///

26 ///

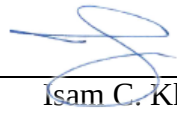
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1 23. The Class is ascertainable through Defendant's own records. Defendant possesses
2 the necessary information to identify the Class and can easily gather and organize the Class
3 Members' number of premium payments during the period from June 27, 2009 through May 2,
4 2017.

5 I declare under penalty of perjury of the laws under the State of California that the
6 foregoing is true and correct and that this declaration is executed on July 26, 2017 at San Diego,
7 California.

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Isam C. Khoury

EXHIBIT 1

1 **COHELAN KHOURY & SINGER**

Timothy D. Cohelan (SBN 60827)
2 Isam C. Khoury (SBN 58759)
Michael D. Singer (SBN 115301)
3 Diana M. Khoury (SBN 128643)
J. Jason Hill (SBN 179630)
4 605 C Street, Suite 200
San Diego, CA 92101
5 Telephone: (619) 595-3001 / Facsimile: (619) 595-3000

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

7 **SHEPPARD MULLIN RICHTER & HAMPTON LLP**

8 Richard J. Simmons (SBN 72666)
Derek R. Havel (SBN 193464)
9 Daniel J. McQueen (SBN 217498)
Jonathan P. Barker (SBN 233652)
10 333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1448
11 Telephone: (213) 620-1780 / Facsimile: (213) 620-1398

12 Attorneys for Defendant DIGNITY HEALTH

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **FOR THE COUNTY OF SACRAMENTO**

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

17 Plaintiff,)

18 vs.)

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

21 Defendants.)
22 _____)

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

25 Plaintiff,)

26 vs.)

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

Defendants.)
_____)

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

**STIPULATION AND SETTLEMENT OF
CLASS ACTION CLAIMS**

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. “Agreement,” “Settlement” or “Stipulation” means this Stipulation and Settlement
14 of Class Action Claims.

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

21 4. “Claims Administrator” means Rust Consulting.

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

24 6. “Class” and “Class Members” are defined as: “All Registered Nurses employed
25 by Dignity Health in California who were paid at least one missed meal or rest period premium
26 payment sometime during the period from June 27, 2009 to May 2, 2017, (to the extent these
27 individuals have not already released such claims pursuant to the settlement in Bryant v. Dignity
28 Health, wherein all Registered Nurses from French Hospital, Marian Medical Center and Arroyo

1 Grande Community Hospital released the claims asserted in the Actions for the period of August
2 3, 2007 to April 20, 2016) (“Class Member(s)”).

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

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

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

14 10. “Court” means the Superior Court for the State of California, for the County of
15 Sacramento.

16 11. “Defendant” means and refers to Defendant Dignity Health, fka Catholic
17 Healthcare West, including its member hospitals, affiliates and subsidiaries.

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

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

1 14. “Final Approval Hearing/ Fairness Hearing” means the hearing at which the Court
2 considers whether to approve the Settlement and to enter the Final Judgment.

3 15. “Final Judgment” means the Court’s Final Judgment.

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

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

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

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

25 20. “Notice” means the Notice of Class Action Settlement, which provides a summary
26 of the settlement terms, the Class Members’ rights and options, the procedure and timing to submit
27 a Request for Exclusion, or an objection to the Settlement, and informs the Class of the date set for
28

1 the Final Approval Hearing. The Notice is in a form substantially similar to Exhibit A, attached
2 hereto, or as modified by the Court.

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

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

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

15 24. "Parties" means Defendant and Plaintiffs.

16 25. "Plaintiffs" means Suzanne M. Ryan and Ruth Elkins.

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

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

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

27 29. "Qualified Settlement Fund" shall be the fund established by the Claims
28 Administrator pursuant to Internal Revenue Code Section 1.468B-1, and funded by Defendant

1 within 10 calendar days after the Effective Date. This amount includes all funds available for
2 Individual Settlement Payments, Attorneys' Fees and Cost Award, Claims Administration Costs,
3 PAGA payments, Service Payment Awards and employer-owed taxes on the wage portion of the
4 Settlement.

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

27 The Parties hereto, including the Settlement Class Members, stipulate and agree that the
28 consideration paid to the Settlement Class Members pursuant to this Settlement Agreement

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

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

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

24 31. “Released Parties” means Defendant Dignity Health and its past, present, or future
25 parents, predecessors, subsidiaries and affiliates, and all of their respective employees, officers,
26 directors, agents, partners, members, shareholders, representatives, attorneys, fiduciaries, other
27 service providers, assigns and any other legal representatives.
28

32. “Request for Exclusion” means a letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set forth the name, address, and telephone number of the Class Member requesting exclusion; (b) clearly state that the Class Member does not wish to be included in the Settlement; (c) be signed by the Class Member; (d) be returned by mail, addressed to the Claims Administrator at the specified address indicated in the Notice Packet; and (e) be postmarked on or before the Notice Response Deadline. The date of the postmark shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement shall be deemed a Settlement Class Member, will be mailed an Individual Settlement Payment, and will be bound by all terms of the Settlement if the Settlement is granted final approval by the Court.

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

34. “Settlement Class Member” means a Class Member who did not timely request to be excluded from the Settlement. Settlement Class Members will be mailed a proportionate share of the Net Settlement Fund, an Individual Settlement Payment, without the need to return a claim form.

II. RECITALS

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

A. INVESTIGATION IN THE CLASS ACTIONS

The Parties have conducted significant investigation of the facts and law during the prosecution of the Actions. Such discovery and investigation includes: production of documents,

1 detailed information and data relevant to Plaintiffs' claims and the analysis by the Parties of the
2 data to investigate the merits of Plaintiffs' claims and potential liability. Furthermore, counsel for
3 the Parties have investigated the law as applied to the facts discovered regarding the alleged
4 claims of Plaintiffs and potential defenses thereto, and the potential damages claimed by Plaintiffs.

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

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

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

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

21 Defendant has concluded that any further defense of this litigation would be protracted and
22 expensive for all Parties. Substantial amounts of time, energy and resources of Defendant have
23 been spent and, unless this Settlement is made, will continue to be devoted to the defense of the
24 claims asserted by the Class. Defendant has also taken into account the risks of further litigation
25 in reaching its decision to enter into this Settlement. Defendant has, therefore, agreed to settle in
26 the manner and upon the terms set forth in this Agreement to put to rest the Claims as set forth in
27 the Actions.

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

7 **D. PLAINTIFFS' CLAIMS**

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

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

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

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

1 defenses in the Actions, including, but not limited to, its defenses in opposition to class
2 certification.

3 **III. STIPULATION AND AGREEMENT**

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

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

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

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

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

25 The General Release by Plaintiffs includes any unknown Claims that either of them did not
26 know or suspect to exist in their favor at the time of the General Release, which, if known by
27 Plaintiffs, might have affected any or all of their Settlement with, and release of, the Released
28

1 Parties or might have affected either Plaintiff's decision not to object to this Settlement or the
2 General Release.

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

8
9 A general release does not extend to claims which the creditor does not know or
10 suspect to exist in his or her favor at the time of executing the release, which if
11 known by him or her must have materially affected his or her Settlement with the
12 debtor.

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

19 4. Service Payment Awards. Subject to Court approval, for their time and effort in
20 bringing and prosecuting this matter, Plaintiffs shall be paid up to \$5,000 each. These payments
21 are expressly made in return for the releases described above. The Service Payment Awards shall
22 be paid to Plaintiffs by the Claims Administrator no later than 15 calendar days after Defendant
23 delivers the Gross Settlement Amount to the Claims Administrator for deposit into the Qualified
24 Settlement Fund. The Service Payment Awards shall be made solely from the Qualified
25 Settlement Fund. The Parties agree that a decision by the Court to award Plaintiffs an amount less
26 than the amount stated above shall not be a basis for Class Counsel to void this Stipulation, and
27 shall not in any way affect the Plaintiffs' General Releases. The Claims Administrator shall issue
28 an IRS Form 1099 – MISC, Box 3 for the Service Payment Awards. Any amounts awarded for
Service Awards to Plaintiffs less than the amount listed above will result in the non-awarded funds

1 remaining with the Net Settlement Fund and made available for distribution to the Settlement
2 Class Members. Plaintiffs shall be solely and legally responsible to pay any and all applicable
3 taxes on these payments and shall hold harmless Defendant from any claim or liability for taxes,
4 penalties or interest arising as a result of the payment. The Service Payment Awards shall be in
5 addition to Plaintiffs' Individual Settlement Payments as Settlement Class Members.

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

10 6. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR
11 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
12 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
13 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
14 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
15 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS OR WAS
16 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
17 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
18 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
19 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
20 EXCLUSIVELY UPON HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL
21 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
22 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
23 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
24 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
25 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY
26 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
27 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER
28 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY

1 OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF
2 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
3 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
4 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
5 AGREEMENT.

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

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

21 8. Attorneys' Fees and Cost Award. Defendant agrees not to oppose any motion by
22 Class Counsel for attorneys' fees not in excess of \$130,350 (i.e., 33%) of the Gross Settlement
23 Amount, and costs not in excess of \$19,500. Any amount awarded to Class Counsel less than
24 these amounts will result in the non-awarded amounts being part of the Net Settlement Fund. So
25 long as there are no objections, Class Counsel shall be paid any Court-approved Attorneys' Fees
26 and Cost Award no later than 10 calendar days after Defendant delivers the Gross Settlement
27 Amount to the Claims Administrator for deposit into the Qualified Settlement Fund. Class
28 Counsel shall be solely and legally responsible to pay all applicable taxes on payments made

1 pursuant to this paragraph. IRS Forms 1099 – MISC, Box 14 shall be provided to Class Counsel
2 for payments made pursuant to this paragraph.

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

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

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

23 b. Simultaneous with the filing of the Stipulation and Settlement of Class Action
24 Agreement, and solely for purposes of this Settlement, Plaintiffs will request the Court to enter the
25 Preliminary Approval Order, preliminarily approving and conditionally certifying the Class for
26 Settlement purposes only, approving the Notice to be disseminated to the Class, and setting a date
27 for a Final Approval Hearing. Defendant will not oppose Plaintiffs' request.
28

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

5 11. Settlement Administration/Management.

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

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

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

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

23 e. Five days prior to the Final Approval Hearing, the Claims Administrator shall
24 provide Defendant's Counsel and Class Counsel a report showing: (i) the names and number of
25 Class Members who have objected to the Settlement and(ii) the names and number of Class
26 Members who have timely filed a Request for Exclusion. The Claims Administrator will also
27 retain records showing the amount to be paid to each Settlement Class Member, which
28 information will be made available to Defendant's payroll department on request, but which will

1 not be made available to on-site managers or supervisors of any Settlement Class Member unless
2 necessary in order to resolve any issue relating to taxes, wages or a legal claim.

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

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

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

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

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

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

26 b. The Gross Individual Settlement Payment shall be allocated as follows: one-
27 half to penalties and interest, to be reported on an IRS 1099 Form; and one-half to wages ("Wage
28 Component"), to be reported on a IRS W-2 Form.

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

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

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

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

1 uncashed Settlement Payment checks will be forwarded to the California Department of Industrial
2 Relations, Unpaid Wage Fund 150 days from issuance of the checks for further handling on behalf
3 of the Settlement Class Members.

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

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

12 Important Legal Document

13 You May Get Money From A Class Action Settlement.

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

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

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

1 any Settlement Class Member whose Notice Packet has been returned after unsuccessful efforts to
2 locate a better address, shall be forwarded to California's Department of Industrial Relations,
3 Unpaid Wage Fund, for further handling on behalf of the Settlement Class Member 150 days from
4 issuance of the Individual Settlement Payments to the Settlement Class.

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

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

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

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

23 c. Requests for Exclusion. Class Members who wish to be excluded from the
24 Settlement must mail a written Request for Exclusion to the Claims Administrator postmarked on
25 or before the Notice Response. The Request for Exclusion must contain (i) the name of the
26 Actions; (ii) the full name, address, telephone number and last four digits of the Social Security
27 Number of the person requesting to be excluded; (iii) the words "Request for Exclusion" at the top
28 of the document; and (iv) a statement indicating that the person wishes to be excluded from the

1 Settlement of the Actions. The Request for Exclusion must be personally signed by the Class
2 Member. No Class Member may request exclusion by having such a request submitted by an
3 actual or purported agent or attorney acting on behalf of the Class Member. No Request for
4 Exclusion may be made on behalf of a group of Class Members. The date of the postmark on the
5 return mailing envelope shall be the exclusive means to determine whether a Request for
6 Exclusion has been timely submitted. Any Class Member who submits a valid and timely Request
7 for Exclusion shall no longer be a member of a Class, shall be barred from participating in this
8 Settlement, shall be barred from objecting to this Settlement and shall receive no benefit from this
9 Settlement. A Class Member who does not submit a valid and timely Request for Exclusion shall
10 be deemed a Settlement Class Member and will be bound by all terms of the Settlement, if the
11 Settlement is granted final approval by the Court.

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

17 e. No Requests for Exclusion or Subsequent Lawsuits by Any Parties Represented
18 by Class Counsel. Class Counsel agrees that all individuals that they currently represent with
19 regard to wage/hour claims, specifically including but not limited to Plaintiffs, shall waive any
20 right to request exclusion from or object to this Settlement. This Settlement shall become null and
21 void if any individual parties represented by Class Counsel request exclusion from or object to the
22 Settlement.

23 15. Procedure for Payment of Individual Settlement Payments.

24 a. All Settlement Class Members will be mailed an Individual Settlement Payment
25 as calculated by the Claims Administrator based upon the formula described above in Paragraph
26 13, unless the Claims Administrator is unable to provide Notice to the Class Member, in which
27 case the Individual Settlement Payment shall be forwarded to California's Department of
28 Industrial Relations, Unpaid Wage Fund, for further handling on behalf of the Settlement Class

1 Member 150 days from issuance of the Individual Settlement Payments to the Settlement Class.
2 The Individual Settlement Payments shall be mailed within 15 calendar days after Defendant
3 delivers the Gross Settlement Amount to the Claims Administrator for deposit into the Qualified
4 Settlement Fund.

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

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

13 17. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration
14 of the Notice Response Deadline, on a date set by the Court at the time of the preliminary approval
15 hearing, Plaintiffs' Counsel shall file a Motion for Order Granting Final Approval of Class Action
16 Settlement ("Final Approval Hearing") to determine whether to enter an Order Granting Final
17 Approval and Entering Judgment finally approving and implementing the terms of this
18 Agreement. The Final Approval Motion will seek: (i) reasonable Attorneys' Fees and Costs
19 Award; (ii) Service Payment Awards; and (iii) Claims Administration Costs. Upon the entry of
20 the Order Granting Final Approval of the Class Action Settlement, the Court will enter a Final
21 Judgment. After entry of the Final Judgment, the Court shall have continuing jurisdiction solely
22 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement;
23 (ii) Settlement administration matters; and (iii) such post-Final Judgment matters as may be
24 appropriate under court rules or as set forth in this Agreement.

25 18. Defendant's Option to Nullify The Agreement. In the event that more than 100
26 Class Members timely and validly request exclusion from the Settlement, Defendant, in its sole
27 discretion, shall have the option of nullifying the Agreement. Defendant must make the election
28 to nullify the Agreement no later than ten (10) business days following the Notice Response

1 Deadline. In the event Defendant elects to nullify the Agreement, Defendant shall be solely
2 responsible for payment of the Claims Administration Costs incurred through the date it elects to
3 nullify the Agreement.

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

25 20. Publicity. Unless and to the extent agreed by Defendant, neither Plaintiffs nor
26 Plaintiffs' Counsel shall issue any press release related in any way to the Settlement. Plaintiffs
27 and Plaintiffs' Counsel agree that, prior to preliminary approval of the Settlement, they will keep
28 the terms of this Settlement confidential except for purposes of communicating with Plaintiffs and

1 those Class Members who are currently represented by Class Counsel only. Plaintiffs shall be
2 informed that the Settlement is confidential and shall be advised to keep the Settlement
3 confidential. From and after preliminary approval of the Settlement, the Class Members
4 (including Plaintiffs and Class Counsel) may: (1) as required by law; (2) as required under the
5 terms of the Settlement; or (3) as required under counsel's duties and responsibilities as Class
6 Counsel, comment regarding the specific terms of the Settlement. In all other cases, Plaintiffs and
7 Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral,
8 written or electronic (including the internet/world wide web), to say the Class Action has been
9 resolved and that Plaintiffs and Class Counsel are satisfied with the Settlement terms. Nothing in
10 this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully
11 discharge their duties as Class Counsel, including but not limited to, answering questions from
12 Class Members.

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

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

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

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

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

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

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

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

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

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

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

1 27. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
2 and represent that they are expressly authorized by the Parties whom they represent to negotiate
3 this Agreement and to take all appropriate action required or permitted to be taken by such Parties
4 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
5 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
6 other and use their best efforts to effect the implementation of the Settlement. In the event the
7 Parties are unable to reach agreement on the form or content of any document needed to
8 implement the Settlement, or on any supplemental provisions that may become necessary to
9 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
10 such disagreement. The persons signing this Agreement on behalf of Defendant represent and
11 warrant that they are authorized to sign this Agreement on its behalf.

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

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

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

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

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

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

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

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

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

PLAINTIFFS/CLASS REPRESENTATIVES:

Dated: July __, 2017

Suzanne M. Ryan

Dated: July __, 2017

Ruth Elkins

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

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6 fullest extent possible consistent with applicable law.

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12 needed additional time in which to do so. Plaintiffs also understand that they each have
13 seven calendar days following their execution of this Agreement within which to revoke it. Any
14 such revocation must be in writing, must specifically revoke this Agreement, and must be directed
15 to the attention of Defendant's Counsel. If either Plaintiff revokes this Agreement, this entire
16 Settlement and Agreement will become null and void, and of no force or effect, and no Plaintiff or
17 Class Member will receive a Service Payment or an Individual Settlement Payment, respectively,
18 and the Parties will continue to litigate the Actions.

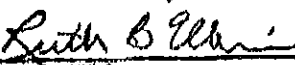
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22 compliance by Plaintiffs with this paragraph shall be void and of no force or effect. Any such
23 objection shall therefore be void and of no force or effect.

24 **PLAINTIFFS/CLASS REPRESENTATIVES:**

25
26 Dated: July __, 2017

Suzanne M. Ryan

27 Dated: July 25, 2017


Ruth Elkins

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Represented By:

COHELAN, KHOURY & SINGER

Dated: July 26, 2017

By: 

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

Attorneys for Plaintiffs and Class

DEFENDANT:

DIGNITY HEALTH

Dated: July 26, 2017

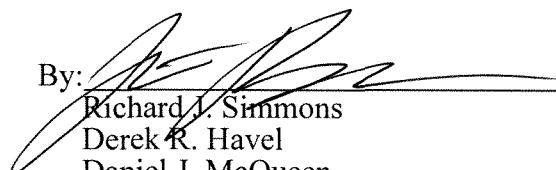
By: _____

Rick Grossman
Its: Executive Vice President and General Counsel,

Represented By:

SHEPPARD MULLIN RICHTER & HAMPTON LLP

Dated: July 26, 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

J. Jason Hill (SBN 179630)

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: August 17, 2017

Time: 1:30 p.m.

Dept.: 35

Judge: Honorable Alan G. Perkins

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 August 17, 2017 at 1:30 p.m. in Department 35 of the
2 above-captioned Court on Plaintiffs' Motion for Order Granting Preliminary Approval of Class
3 Action Settlement, Conditional Certification of Class, Approval of Class Notice and Setting of
4 Final Approval Hearing ("Motion"). The Court, having fully reviewed the Motion, the supporting
5 memorandum of points and authorities and Declaration of Isam C. Khoury filed in support thereof,
6 the Stipulation and Settlement of Class Action Claims ("Agreement"), and the Notice of Class
7 Action Settlement, attached as Exhibit "A" to the Agreement, and having carefully analyzed the
8 Agreement and the proposed Notice of Class Action Settlement and in recognition of the Court's
9 duty to make a preliminary determination as to the reasonableness of any proposed class action
10 settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to
11 all members of the Class ("Class Members") in accordance with due process requirements, and to
12 set a Final Approval Hearing to consider the proposed settlement as to the good faith, fairness,
13 adequacy and reasonableness of any proposed settlement, THE COURT HEREBY MAKES THE
14 FOLLOWING DETERMINATIONS AND ORDERS:

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

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

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

1 Settlement has been reached as the result of intensive, serious and non-collusive negotiations
2 between the Parties facilitated by an experienced wage and hour mediator.

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

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

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

27 7. Accordingly, good cause appearing, the Court hereby APPROVES the Notice of
28 Class Action Settlement attached as Exhibit "A" to the Agreement.

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

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

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

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

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

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

21 **IMPORTANT LEGAL DOCUMENT**

22 **YOU MAY GET MONEY FROM A CLASS ACTION**
23 **SETTLEMENT; Your Prompt Reply to Correct A Bad**
24 **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
in the Notice of Class Action Settlement.

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

9 9. IT IS FURTHER ORDERED that the Final Approval Hearing shall be held before
10 the undersigned at ____ a.m. on _____, 2017 in Department 35 of the Superior Court for
11 the State of California, County of Sacramento located at 720 Ninth Street, Sacramento, California
12 95814 to consider the fairness, adequacy and reasonableness of the proposed Settlement
13 preliminarily approved by this Order of preliminary approval, and to consider the application for
14 service payments to the named Plaintiffs/Class Representatives, for claims administration
15 expenses and for Class Counsel's attorneys' fees and litigation expenses. All briefs and materials
16 in support of an Order Granting Final Approval, service payments, claims administration
17 expenses, and Class Counsel's attorneys' fees and litigation costs shall be filed with this Court on
18 or before _____, 2017.

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

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

28 ///

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

IT IS SO ORDERED.

Dated: _____, 2017

The Honorable Judge Alan Perkins
Judge of the Superior Court

EXHIBIT 2

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, * APLC
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, •APLC

(*Also admitted in the District of Columbia)
(•Also admitted in Colorado)

ATTORNEYS AT LAW

605 "C" STREET, SUITE 200
SAN DIEGO, CALIFORNIA 92101-5305

Telephone: (619) 595-3001

Facsimile: (619) 595-3000

www.ckslaw.com

JEFF GERACI Δ
J. JASON HILL†
JANINE R. MENHENNET

(† Also admitted in Illinois)
(Δ Of Counsel)

TIMOTHY D. COHELAN and **ISAM C. KHOURY** are the founding partners of **COHELAN KHOURY & SINGER**, a civil litigation firm established in 1981. Since 1987, Cohelan Khoury & Singer has specialized in class action cases and has been certified as class counsel and lead counsel in numerous state and federal court cases throughout the United States. The firm has successfully prosecuted well over 150 class action cases representing diverse groups of victims, including urban homeless entitled to emergency shelter; victims of a national health insurance fraud scheme; retirees entitled to pension benefits; defrauded investors; consumers; and workers entitled to back wages. Cohelan Khoury & Singer's diverse practice currently includes representation of, among others, employees contesting wage and hour violations as well as consumers battling unfair business practices.

Cohelan Khoury & Singer has a broad array of experience in prosecuting class action cases. The firm has successfully achieved a landmark California Supreme Court reversal of a court of appeal reversal of a trial court grant of certification affecting over 100,000 workers in *Brinker Restaurant Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, as well as a groundbreaking reversal of a class certification denial in *Hicks v. Kaufman and Broad* (2001) 89 Cal.App.4th 908. Cohelan Khoury & Singer has also achieved statewide recognition for pro bono public interest work including successful cases prosecuted on behalf of homeless persons in *Hoffmaster v. City of San Diego* (1997) 55 Cal.App.4th 1098.

Cohelan Khoury & Singer's public interest work has been recognized in numerous cases including that of United States District Court Judge Milton Pollack, a Senior United States District Court Judge for the Southern District of New York, who has publicly stated that he had "seen no similar indication of a public service rendered by any group of lawyers in all the years I have practiced law myself, which is for 38, or the 27 years that I have been on the bench." Judge Pollack's comments came in connection with a class action case brought on behalf of thousands of victims of health insurance fraud across the nation.

The firm has substantial trial experience in class action, representative, and complex litigation, as well as individual matters. Cohelan Khoury & Singer is one of a handful of firms to have tried class action wage and hour cases, including an independent contractor misclassification action on behalf of newspaper carriers against the Orange County Register and an action for unpaid wages, wage deductions, and expense

reimbursements on behalf of a certified class of truckers and appliance installation helpers. The firm also tried to judgment a certified case against the State of Hawaii Child Support Enforcement Agency for wrongful retention of child support monies. The agency was ordered to conduct an accounting and pay the funds to the custodial parents. The firm has also represented large numbers of individuals collectively for construction defect claims and major investment frauds, recovering monies related to cracked slab foundations and defrauded investors of Ponzi schemes.

Cohelan Khoury & Singer has certified classes in heavily contested hearings against the following entities:

1. Atlantic Richfield Corporation, Chevron Corporation, Exxon Corporation, Mobil Oil Corporation, Shell Oil Company, Texaco, Inc., Tosco Corporation, Ultramar Corporation, and Unocal Corporation
2. Empire Blue Cross/Blue Shield
3. Pioneer Mortgage
4. Liebert Corporation
5. PaineWebber, Inc.
6. Dayton Hudson Corp.
7. Chartwell Financial
8. Cal Fed, Inc.
9. Jones, American Thrift
10. Service Technicians, Inc.
11. Kaufman & Broad
12. Washington Mutual Bank
13. Albertson's, Inc.
14. Wells Fargo Home Mortgage, Inc.
15. Brinker Restaurant Corporation
16. FedEx Ground Package System
17. Ethan Allen, Inc.
18. State of Hawaii Child Support Enforcement Agency
19. Victoria Apartments
20. AT&T Wireless Services, Inc.
21. Farmers Insurance Company
22. City of San Diego
23. Lewis Homes of California
24. Freedom Communications, Inc. d/b/a The Orange County Register
25. California Pizza Kitchen
26. Raytheon Company
27. Les Schwab Tire Centers of California, Inc.
28. Catholic Healthcare West
29. Kaiser Foundation Hospitals
30. Penske Logistics and Penske Truck Leasing
31. Conair

32. Container Connection of Southern California
33. Ashley Furniture/Stoneledge Furniture
34. Lenovo, Inc.
35. Save Mart Supermarkets
36. PICO Enterprises, Inc. dba Phyle Inventory Control Specialist and PICS
37. Certified Class Counsel well over 100 settlement classes

Cohelan Khoury & Singer has obtained numerous verdicts, judgments, or settlements since September 1993. Listed below are a few recent examples of cases the firm has played a central role in the resolution of and which have received final approval by the Court:

- *Bennett v. Countrywide*, San Diego Superior Court, Case No. GIC840981 [expense reimbursement claim by commission employees];
- *Evans v. Washington Mutual Bank*, Orange County Superior Court Case No. 02CC15415 [expense reimbursement and wage deduction claim by commission employees];
- *Gonzalez, et al. v. Freedom Communications, Inc. d/b/a The Orange County Register*, Orange County Superior Court Case No. 03CC08756 [home delivery carriers misclassified as “independent contractors”];
- *Aravena v. Cisco Systems, Inc.*, Orange County Superior Court Case No. 07CC01367 [OT misclassification claim by IT employees];
- *Venturini v. Genentech, Inc.*, San Francisco Superior Court Case No. CGC-09-492494 [OT misclassification claim by IT employees];
- *Durrani v. Western Digital Corporation, et al.*, Orange County Superior Court Case No. 30-2009-00268212 [OT misclassification claim by IT Employees];
- *Watson v. Raytheon Company*, United States District Court, Southern District of California Case No. 10CV0634 [Ot misclassification claim by IT employees];
- *Bills v. Sutter Health*, Alameda Superior Court Case No. RG09465894 [Ot misclassification claim by IT employees];
- *Smith v. California Pizza Kitchen*, San Diego Superior Court Case No. 37-2008-00083992 [OT misclassification claims by managers and assistant managers];
- *Dunn v. The Kroger Company, et al.*, Los Angeles Superior Court Case No. Case No. BC323252 [meal and rest break claims];
- *Gallen v. Gambro Healthcare, Inc.*, Orange County Superior Court Case No. 04CC00571 [OT claims by nurses];
- *Hohnbaum, et al. v. Brinker Restaurant Corp.*, San Diego Superior Court Case No. GIC834348 [meal and rest break claims];
- *Liberty Mutual Overtime Cases*, Los Angeles Superior Court Case No. J.C.C.P. 4234 [OT misclassification of Insurance Claims Handlers];
- *Leisinger-Reed, et al. v. Equinox Holdings, Inc., et al.*, Los Angeles Superior Court Case No. BC481860 [unpaid wages, and meal and rest

- break claims by massage therapists, estheticians, and nail technicians];
- *Rite Aid Wage and Hour Cases*, Los Angeles Superior Court Case No. J.C.C.P. 4583 [OT, Meal and Rest Period Claims by Pharmacists]
- *Djukich v. Carwell, LLC*, United States District Court, Central District of California Case No. 13CV4455 BRO [unpaid wages claims by automotive technicians];
- *Laureano, Jr. et al. v. The Art of Shaving-FL, LLC*, Los Angeles Superior Court Case No. BC550093 [meal and rest break and overtime claims by non-exempt employees];
- *Martinez v. Alameda Health System*, Alameda Superior Court Case No. RG14719205 [unpaid wages by non-exempt employees];
- *Freeman v. Coast to Coast Manpower, LLC*, Los Angeles Superior Court Case No. BC543709 [unpaid wages, meal and rest break, and vacation pay claims by truck drivers];
- *Morales v. The Los Angeles Country Club*, Los Angeles Superior Court Case No. BC566493 [unpaid wages, meal and rest break, reporting and split shift pay, expense reimbursement and improper wage deductions claims by non-exempt employees]; and
- *Bradley v. Safe Haven Security Services, Inc.*, San Diego Superior Court Case No. 37-2015-00019576-CU-OE-CTL [expense reimbursement and wage statement claims by Sales Representatives], among others

Recoveries for workers and consumers count in the hundreds of millions of dollars.

TIMOTHY D. COHELAN, Founding Partner, author of *Cohelan on California Class Actions* (Thomson-West, 1997-2012, updated annually), is the son of the late Jeffery Cohelan, former California Congressman. He is a 1974 graduate of California Western School of Law, where he was a law review editor. Mr. Cohelan served as an Officer in the U.S. Navy from 1968 to 1971 and received a B.A. from the University of Arizona in 1967. Mr. Cohelan was admitted to the State Bar of California in 1974, and was admitted to the Bar in the District of Columbia in 1996. He also served as the Chairman of the San Diego Coast Regional Commission from 1978 to 1981. From 1982 to 2006, Mr. Cohelan served the San Diego Superior Court as a Judge Pro Tem, hearing and ruling on hundreds of matters during his service.

Timothy Cohelan was named a “California Lawyer of the Year” by California Lawyer Magazine (Clay Award) in 1996. Mr. Cohelan’s memberships include former member of the Board of Governors of the Association of Business Trial Lawyers for San Diego County, member of the American Bar Association and the Consumer Attorneys of California and San Diego County Bar Association. His main areas of practice include class action, civil, wage and hour and antitrust cases.

Mr. Cohelan currently serves as the President of San Diego Volunteer Lawyer Program, a non-profit successor of Legal Aid, for whom he will begin serving a three-year term as president as of January 1, 2015. As an advocate for the homeless, Mr. Cohelan received San Diego County Bar Association honors for community service in connection with his work on behalf of SDVLP on an important class action case impacting homeless shelter locations.

ISAM C. KHOURY, Founding Partner, is a 1970 graduate of the University of California at San Diego and received a law degree from Hastings School of Law in 1973. Mr. Khoury is a member of the State Bar of California, admitted in 1974, the San Diego County Bar Association, Consumer Attorneys of San Diego and Consumer Attorneys of California. He has successfully litigated numerous complex civil matters to verdict, jury and non-jury. His main areas of practice include civil tort litigation, personal injury, business torts, antitrust and class action cases.

In recent years, Mr. Khoury has emphasized wage and hour class action matters having assisted in the litigation to judgement or settlement of over 150 wage and hour class actions. The Southern California Super Lawyers Magazine has selected Mr. Khoury as a southern California/San Diego Super lawyer for the years 2011 through 2016. He has been approved as a CLE lecturer and has participated in seminars on class action wage and hour issues, the complexities of mediation, and the procedural requirements involved in class action settlements. He has argued appeals and been co-counsel in several matters of major import including California Supreme Court decisions including the *Brinker* decision clarifying California meal and rest break requirements and *Harris v Liberty Mutual* which defined parameters for the use of the administrative exemption.

MICHAEL D. SINGER, Managing Partner, is a 1984 graduate of U.C. Hastings Law School. He graduated magna cum laude from San Francisco State University in 1980 with a B.A. in English. He was admitted to the State Bar of California in 1984 and the State Bar of Colorado in 2001. For over twelve years, he has been co-chair to the California Employment Lawyers Association (CELA). He is a member of the San Diego County Bar Association. He is the author of the opening chapter overview on California wage and hour law and PAGA Claim chapter in *California Wage and Hour Law: Compliance and Litigation* (CEB 2010-2016). He was named to the Daily Journal 2012 and 2013 list of the Top 75 California Labor and Employment Attorneys. Mr. Singer serves on the LAS-ELC Board of Directors. His main areas of practice include employment wage and hour, consumer, and unfair competition class actions and appellate practice.

Mr. Singer regularly contributes amicus curiae briefs on employment issues for California Employment Lawyers Association and also serves as wage and hour amicus liaison for CELA, reviewing and coordinating amicus filings on wage and hour issues in the California Supreme Court and Courts of Appeal. With regard to CELA, he has acted

as amicus curiae liaison, coordinating, drafting or co-drafting amicus letters and briefs on a wide range of labor law issues in the rapidly developing decisional law, supporting Review in the Supreme Court, and publication or depublication of Court of Appeal decisions in the following cases since January 1, 2008: *Chindarah v. Pick up Stix*, 171 Cal. App. 4th 796 (2009), California Superior Court Case No. S171864 [regarding propriety under Labor Code section 206.5 and California Rules of Court of settling with absent class members without court supervision prior to class certification] (Supporting Petition for Review; Review Denied); *Lu v Hawaiian Gardens Casino*, California Supreme Court Case No. S171442 [whether a private cause of action exists under the Labor Code for tip pooling violations](Review Granted); *Brinkley v Public Storage*, 198 P.3d 1087 (2009), California Supreme Court Case No. S168806 [denying class certification of rest and meal period claims](Review Granted); *Estrada v. Fedex Ground Package System*, 154 Cal. App. 4th 1 (2007), California Supreme Court Case No. S156595 [judgment finding drivers entitled to expense reimbursement] (supporting opposition to Review; Review denied); *Group Brewer v Premier Golf*, 168 Cal. App. 4th 1243 (2008), California Supreme Court Case No. 169666 [holding punitive damages unavailable in connection with wage claims] (supporting Petition for Review; Review Denied); *Christler v. Express Messenger*, California Supreme Court Case No. S171439 [jury verdict finding employees independent contractors] (supporting Petition for Review; Review Denied); *Watkins v. Wachovia*, 172 Cal. App. 4th 1576 (2009), California Court of Appeal Case No. B199982 [affirming dismissal of appeal following denial of class certification based on employee severance agreement resolving claims] (depublishing request pending); *Ghazaryan v. Diva Limousine*, 169 Cal. App. 4th 1524 (2008), California Court of Appeal Case No. B201509 [reversing class certification denial] (publication request granted); *Bufl v Dollar Financial Group*, 162 Cal. App. 4th 1193 (2008), California Court of Appeal Case No. A118143 [reversing certification denial of meal period claims applying collateral estoppels] (publication request granted); *Kurian v. U.S. Mortgage Capital*, California Court of Appeal Case No. B201013 [regarding propriety of wage compromises under Labor Code section 206.5] (publication request denied); *BCBG Overtime Cases*, 163 Cal. App. 4th 1293 (2008), California Supreme Court Case No. S165348 [propriety of defendant bringing preemptive motion to deny class certification] (depublishing request denied); *Kenny v Supercuts*, 252 F.R.D. 641 (2008), United State District Court Case No. C 06-07521 CRB; *Salazar v Avis*, 251 F.R.D. 529 (2008), United State District Court Case No. 07-CV-0064-IEG-WMC [denying certification of rest and meal period claims] (request that 9th Circuit Court of Appeals certify question to the California Supreme Court denied); and *Methodist Hospital v Superior Court*, California Court of Appeal Case No. B208295 [ruling a private right of action exists for rest and meal period claims under Labor Code section 226.7] (supporting opposition to Petition for Writ; Writ denied), among many others.

Mr. Singer is a contributor to the Los Angeles Daily Journal, having authored articles on the California Court of Appeal decision in *Parris v. Superior Court* regarding communications with absent class members (May, 2003), SB 796 (Dunn, D-Garden Grove), California's Private Attorneys General Law providing employees a private right

of action against employers for civil penalties under the Labor Code (October 2003), the California Court of Appeal decision in *Bell v. Farmers Ins. Exch.* and its guidance for the use of statistical sampling and extrapolation to prove aggregate class-wide damages (February 2004), and the then-pending Supreme Court decision regarding Sav-On and Overtime Class Suits.

He is an MCLE lecturer on class action procedure and wage and hour issues and has argued appeals in the Second, Third, and Ninth Federal Circuit Courts of Appeals, as well as the Second and Fourth California District Courts of Appeal. Published decisions include *Hicks v. Kaufman and Broad Home Corp.* (2001) 89 Cal.App.4th 908 (reversing the denial of certification of a class of home buyers for construction defects); *Hicks v. Superior Court* (2004) 115 Cal.App.4th 77 (challenging implied construction warranty disclaimers); *Federal Home Loan Mortgage Corp. v. La Conchita Ranch Co.* (1998) 68 Cal.App.4th 856 (defending challenge to attorney disqualification); and *Save Our NTC, Inc. v. City of San Diego* (2003) 105 Cal.App.4th 285 (challenging private development of former naval training center). He also contributed to the briefing of *Aguilar v. Atlantic Richfield, et al.* (2001) 25 Cal.4th 826 (summary judgment of antitrust claim of certified class of 20 million California drivers). He is one of the very few attorneys in the State of California to have tried a wage and hour class action involving contested procedures regarding the use of sampled and statistical evidence.

DIANA M. KHOURY, Partner, received a law degree from Western State University in 1986 and is a graduate of San Diego State University, where she received her Bachelors of Science degree in 1975. She is a member of the State Bar of California, admitted in 1987. Since admission to the bar, Ms. Khoury has been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego, Consumer Attorneys of California, American Bar Association and the American Association of Justice. From 2010 through 2016, Ms. Khoury served on the Board of Directors for Consumer Attorneys of San Diego. Since 2013, Ms. Khoury has served on the Board of Directors for the San Diego County Bar Foundation, (“SDCBF”), the 501(c) (3) charitable arm of the San Diego County Bar Association. Ms. Khoury has been selected by her peers based on ethics, experience and reputation as a “Super Lawyer” in Civil Litigation from 2010 through the present by the Southern California Super Lawyers Magazine, and is also AV-Preeminent rated by Martindale –Hubbell, the highest possible rating for a lawyer.

Upon being admitted to the State Bar of California, a major focus of Ms. Khoury’s practice has been on consumer rights litigation, and has included civil tort litigation, personal injury, and business torts. Throughout her career, she has taken numerous jury trials to verdict. She has been a lecturer for Mandatory Continuing Legal Education regarding class actions. Ms. Khoury currently represents employees in wage and hour class actions, where her recognized specialty is class action resolution.

JEFF GERACI, Of Counsel, is a 1982 graduate of Pitzer College with a degree in Sociology. He is a 1990 graduate of the University of San Diego School of Law, and has practiced employment law for over seventeen years. He has handled matters in California state and federal trial and appellate courts, and before many administrative agencies, including the California Division of Labor Standards Enforcement, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the California State Personnel Board, the California Board of Psychology, and the California State Commission for Teacher Credentialing.

Mr. Geraci has provided counseling and representation in all areas of employment law, including wrongful termination, employment discrimination, sexual harassment, and wage and hour laws. His practice is now focused on class actions, including wage and hour class action litigation and consumer actions.

Mr. Geraci's published decisions include *McAlindin v. County of San Diego* (1999) 192 F.3d 1226 [reversing summary judgment in a disability discrimination case] and *Araiza v. National Steel and Shipbuilding* (S.D. Cal. 1997) 973 F. Supp. 963 [denying mandatory arbitration of employment claims under a collective arbitration agreement].

Mr. Geraci is a member of the Labor and Employment Law sections of the California and San Diego County Bar Associations, and has served as Editor of the Employment Law column for the Consumer Attorneys of San Diego monthly publication, *Trial Bar News*. He is a past recipient of the Wiley W. Manuel Award for Pro Bono Service.

J. JASON HILL, Attorney, is a 1992 graduate of the University of Illinois at Urbana-Champaign and holds a B.A. in Philosophy, Political Science and Communications. In 1995, he received his J.D. degree from California Western School of Law, where he was a member of the Law Review and International Law Journal, as well as editor of the Telecommunications Law Forum. Currently, Mr. Hill is admitted to the bar in both California and Illinois, and is a broker licensed by the California Department of Real Estate. He maintains memberships not only with the San Diego County Bar Association, but also the National Association of Realtors, the California Association of Realtors and the San Diego Association of Realtors.

Prior to joining Cohelan Khoury & Singer, Hill represented large institutional clients in a variety of civil litigation settings, including insurance coverage, employment law, health care law, general and professional liability, as well as, premises and product liability claims. He has particular emphasis on all aspects of professional liability claims in a healthcare setting, as well as claims brought pursuant to the Emergency Medical Treatment and Active Labor Act (EMTALA) and the Elder Abuse and Dependent Adult Civil Protections Act (EADACPA). Mr. Hill is also an accomplished appellate

practitioner and has briefed and/or argued over 40 matters in both state and federal courts of appeal, yielding several published decisions on a range of legal issues.

JANINE R. MENHENNET, Attorney, is a 1988 graduate of the University of California, Berkeley, holding a Bachelor of Arts in Psychology, and gave the commencement address. In 1992, she graduated from Loyola Law School of Los Angeles. At Berkeley, Ms. Menhennet was an editor and contributor to the California Legal Studies Journal, Volumes IV and V. At Loyola, she was and editor and contributor to the Loyola of Los Angeles Entertainment Law Journal, Volumes 11 and 12. She has been a member of the California State Bar since 1992, and is currently a member of the San Diego County Bar Association.

Ms. Menhennet has practiced multiple aspects of employment law including employer representation in front of the NLRB, wrongful termination, sexual harassment, and employer representation and advisement on behalf of credit unions, including preparation of United States Supreme Court amicus briefs respecting economies of scale and credit unions. She successfully fought transient occupancy taxes imposed on federal credit unions in *California Credit Union League v. City of Anaheim*, 95 F.3d 30 (9th Cir. 1996), which had far-reaching impacts on taxation of federal instrumentalities beyond federal credit unions.

During the past several years, Ms. Menhennet has been involved in employee-side wage and hour class actions, as well as employee-side antitrust class actions. Her appellate experience includes dozens of matters, from briefs to argument, in both California and varied federal venues with a successful appeal in *Dennis v. Kellogg Co.*, 697 F.3d 858 (9th Cir. 2012).