

1 Laura L. Ho (SBN 173179)
 lho@gbdhlegal.com
 2 Ginger Grimes (SBN 307168)
 ggrimes@gbdhlegal.com
 3 GOLDSTEIN, BORGEN, DARDARIAN & HO
 4 155 Grand Avenue, Suite 900
 Oakland, CA 94612
 5 Tel: (510) 763-9800
 Fax: (510) 835-1417
 6

7 Attorneys for Plaintiffs and Putative Class

8 Michael D. Bruno (SBN 166805)
 mbruno@grsm.com
 9 Seth Weisburst (SBN 259323)
 sweisburst@grsm.com
 10 Rachel Winterle (SBN 269853)
 rwinterle@grsm.com
 11 GORDON REES SCULLY MANSUKHANI, LLP
 315 Pacific Avenue
 12 San Francisco, CA 94111
 Tel: (415) 986-5900
 13 Fax: (415) 986-8054

14 Attorneys for Defendant
 15 STANFORD HEALTH CARE

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 17 COUNTY OF SANTA CLARA

18 ANDREW VEITCH, RAMONA McCAMISH, and
 19 BENNIE SUMNER, individually, and on behalf of
 others similarly situated,

20 Plaintiffs,

21 vs.

22 STANFORD HEALTH CARE, a corporation, and
 23 DOES 1-20, inclusive,

24 Defendants.
 25
 26
 27
 28

Case No. 22CV395001

CLASS ACTION

**CLASS ACTION AND PAGA ACTION
 SETTLEMENT AGREEMENT AND
 RELEASE**

1 This Class Action and PAGA Action Settlement Agreement and Release (“Settlement”) is
2 entered into by Plaintiffs Andrew Veitch, Ramona McCamish, and Bennie “Jon” Sumner
3 (“Plaintiffs”), on behalf of themselves and on behalf of the Settlement Class, and Defendant Stanford
4 Health Care (“SHC” or “Defendant”), subject to approval by the Court.

5 **I. DEFINITIONS**

6 A. “Action” shall mean the civil action entitled *Veitch et al. v. Stanford Health Care*, Santa
7 Clara County Superior Court, Case No. 22CV395001, filed on March 4, 2022.

8 B. “Agreement” or “Settlement Agreement” or “Settlement” means this Class Action and
9 PAGA Action Settlement and Release.

10 C. “Aggrieved Employees” means all SHC nurses who were paid on an hourly basis and
11 who worked in California for SHC as (1) an operating nurse, (2) a peri-operative and/or post-operative
12 nurse, or (3) a catheterization laboratory/endoscopy/interventional radiology/procedure room nurse
13 from March 4, 2021 through April 13, 2024. This definition is for settlement purposes only and is not
14 an admission of any wrongdoing by Defendant.

15 D. “Class Counsel” means Laura L. Ho and Ginger L. Grimes of Goldstein, Borgen,
16 Dardarian & Ho.

17 E. “Class Counsel Award” means the amount the Court authorizes as an award of
18 attorneys’ fees, expenses, and litigation costs granted to Class Counsel and paid from the Gross
19 Settlement Amount in recognition of Class Counsel’s efforts and risks in prosecuting the Action.

20 F. “Class Data” means information regarding Class Members and Aggrieved Employees
21 that Defendant will compile from its available, existing electronic records and provide to the
22 Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include all
23 of the following information: (i) each Class Member’s full name; (ii) each Class Member’s last-known
24 mailing address; (iii) each Class Member’s social security and employee ID numbers; and (iv) the
25 number of weeks worked by each Class Member in the Settlement Class Period and, if applicable, the
26 number of pay periods during the PAGA Period.

27 G. “Class Members” means all SHC nurses who were paid on an hourly basis and who
28 worked in California for SHC as (1) an operating nurse, (2) a peri-operative and/or post-operative

1 nurse, or (3) a catheterization laboratory/endoscopy/interventional radiology/procedure room nurse
2 from March 4, 2018 through April 13, 2024.

3 H. “Class Representative Enhancement Payment(s)/General Release Payment(s)” means
4 the amount that the Court authorizes to be paid to Class Representatives from the Gross Settlement
5 Amount, in addition to their respective Individual Settlement Payment and Individual PAGA Payment,
6 in recognition of Class Representatives’ efforts and risks in assisting with the prosecution of the
7 Action.

8 I. “Class Representatives” or “Plaintiffs” means the named Plaintiffs Andrew Veitch,
9 Ramona McCamish, and Bennie “Jon” Sumner.

10 J. “Class Work Weeks” means all weeks (as reflected in Defendant’s timekeeping
11 records) during the Settlement Class Period in which a Class Member recorded hours worked.

12 K. “Court” means the Santa Clara County Superior Court.

13 L. “Defendant” or “SHC” means Stanford Health Care.

14 M. “Defense Counsel” means Michael D. Bruno, Rachel Wintterle, and Seth Weisburst of
15 Gordon Rees Scully Mansukhani, LLP.

16 N. “Effective Date” means the date by which all of the following have occurred: (a) the
17 Settlement receives final approval by the Court; and (b) the judgment becomes Final. “Final” means
18 the last of the following dates, as applicable: (1) if no objections to the Settlement are submitted, or if
19 any and all timely objections have been submitted and then withdrawn, then the date the Parties
20 receive Notice of Entry of Judgment; (2) if one or more timely objections to the Settlement have been
21 submitted and Judgment is entered but no appeal is filed, then sixty-one (61) calendar days after the
22 Parties receive Notice of Entry of Judgment; or (3) if Judgment is entered and a timely appeal from the
23 Judgment is filed, ten (10) calendar days after the appeal is withdrawn or after an appellate decision
24 affirming the final approval decision is entered.

25 O. “Gross Settlement Amount” means ten-million dollars (\$10,000,000), which sum
26 includes all payments contemplated by this Agreement, including the Individual Settlement Payments,
27 the Individual PAGA Payments, the LWDA Payment, the Class Representative Enhancement
28 Payments/General Release Payments, the Class Counsel Award, and Settlement Administration Costs.

1 The Gross Settlement Amount may not increase with the exception of a potential increase based on the
2 Escalator Clause in Section III.A. This is a non-reversionary Settlement. The Parties agree and
3 acknowledge that Defendant will pay its portion of the employer’s payroll taxes in addition to the
4 Gross Settlement Amount.

5 P. “Individual PAGA Payment” means the amount payable to each Aggrieved Employee
6 from the PAGA Payment. An individual who is entitled to both an Individual Settlement Payment and
7 an Individual PAGA Payment will receive one check incorporating both amounts as part of each
8 settlement distribution.

9 Q. “Individual Settlement Payment” means the amount payable from the Net Settlement
10 Amount to each Settlement Class Member.

11 R. “LWDA” means the California Labor & Workforce Development Agency.

12 S. “LWDA Payment” means the 75% of the \$240,000 PAGA Payment (*i.e.*, \$180,000)
13 that will be paid to the LWDA.

14 T. “Net Settlement Amount” means the Gross Settlement Amount minus the sum of the
15 Class Representative Enhancement Payments/General Release Payments (up to \$60,000 total), the
16 Class Counsel Award (up to \$3,333,333.33 in attorneys’ fees and up to \$50,000 in reasonable litigation
17 expenses), the PAGA Payment (\$240,000), and the Settlement Administration Costs (estimated to be
18 \$15,000).

19 U. “Notice of Class Action and PAGA Action Settlement” means the notice substantially
20 similar to the notice attached to this Settlement as **Exhibit 1**.

21 V. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
22 Labor Code §§ 2698, *et seq.*

23 W. “PAGA Payment” means the \$240,000 portion of the Gross Settlement Amount that is
24 allocated to the settlement of claims for civil penalties under PAGA, 25% (\$60,000) of which will be
25 paid to Aggrieved Employees and 75% (\$180,000) of which will be paid to the LWDA.

26 X. “PAGA Period” means the time period from and including March 4, 2021 through April
27 13, 2024.

28

1 Y. “PAGA Released Claims” means: As of the date of the funding of the Gross Settlement
2 Amount and in exchange for the consideration provided by this Settlement, all allegations and claims
3 for PAGA civil penalties under the California Private Attorneys General Act, California Labor Code
4 sections 2698 *et seq.*, for any and all claimed violations listed and based on the facts alleged in
5 Plaintiffs’ March 4, 2022 and September 26, 2022 letters to the California Labor & Workforce
6 Development Agency, or otherwise claimed in the Action, including violations of Labor Code sections
7 201-203, 204, 210, 226, 226.3, 226.7, 256, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2698-
8 99 and Wage Order 5.

9 Z. “PAGA Pay Periods” means all pay periods (as reflected in Defendant’s records) during
10 the PAGA Period in which an Aggrieved Employee recorded hours worked.

11 AA. “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean any of
12 the Plaintiffs or Defendant, individually.

13 BB. “Payment Ratio-Aggrieved Employee” means the respective number of PAGA Pay
14 Periods for each Aggrieved Employee divided by the total number of PAGA Pay Periods for all
15 Aggrieved Employees.

16 CC. “Payment Ratio-Class Member” means the respective number of Class Work Weeks for
17 each Settlement Class Member divided by the total number of Class Work Weeks for all Settlement
18 Class Members.

19 DD. “Preliminary Approval Order” means an order granting preliminary approval of the
20 settlement.

21 EE. “Preliminary Approval Date” means the date on which the Court enters an order
22 granting preliminary approval of the settlement.

23 FF. “Qualified Settlement Fund” or “QSF” means the qualified settlement fund set up by
24 the Settlement Administrator and into which the Gross Settlement Amount shall be deposited and from
25 which disbursements shall be made.

26 GG. “Released Class Claims” means: As of the date of the funding of the Gross Settlement
27 Amount and in exchange for the consideration provided by this Settlement, Class Representatives and
28 Settlement Class Members (i.e., all Class Members who do not submit a timely and valid Request for

1 Exclusion from the class portion of the Settlement), and by operation of the contemplated final
2 judgment shall have fully, finally, and forever settled and released the Released Parties of all claims,
3 rights, demands, liabilities, charges, complaints, obligations, damages and causes of action, known or
4 suspected, that each Settlement Class Member had, now has, or may hereafter claim to have had
5 against the Released Parties, which were asserted in the Action, or that arise from or could have been
6 asserted based on any of the facts circumstances, transactions, events, occurrences, acts, disclosures,
7 statements, omissions, or failures to act alleged in the alleged in the Action, during the Settlement
8 Class Period. The Released Class Claims specifically include claims for (1) Failure to Provide Timely
9 Meal Periods; (2) Failure to Pay Meal Period Premiums at the Regular Rate of Pay; (3) Failure to
10 Provide Accurate Wage Statements; (4) Failure to Pay All Wages Owed at Separation; and (5)
11 California Unfair Competition Law. The specific statutes released include but are not limited to Labor
12 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.
13 1197.1, and 2698 *et seq.*, as well as Business & Professions Code § 17200 and Wage Order 5. The
14 enumeration of these specific statutes shall neither enlarge nor narrow the scope of res judicata based
15 on the claims that were or could have been asserted in the Action, as described above in this definition.

16 HH. “Released Parties” shall mean Defendant Stanford Health Care and all of Defendant’s
17 affiliates, parents, and each of their company-sponsored employee benefit plans, and their respective
18 successors and predecessors in interest, all of their respective officers, directors, employees,
19 administrators, fiduciaries, trustees and agents, and each of their past, present and future officers,
20 directors, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants,
21 auditors, consultants, insurers, and reinsurers.

22 II. “Response Deadline” means either: (1) forty-five (45) calendar days after the
23 Settlement Administrator first mails the Notice of Class Action and PAGA Action Settlement to Class
24 Members, or (2) fifteen (15) calendar days after a Notice deemed undeliverable is re-mailed pursuant
25 to paragraph III.K.4 below, whichever is later. The Response Deadline is the last date on which Class
26 Members may submit a Request for Exclusion, a Notice of Objection to the settlement, or a dispute
27 regarding the calculation of Class Work Weeks and/or PAGA Pay Periods.

28 JJ. “Settlement Administrator” means Atticus Administration, LLC.

1 Plaintiffs and Class Counsel have determined that the terms set forth in this Agreement represent a fair,
2 adequate, and reasonable settlement and are in the best interests of the Class Members, the LWDA,
3 and the Aggrieved Employees.

4 D. Defendant's Reasons for Settlement. Defendant has concluded that any further defense
5 of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's
6 time and resources have been devoted and, unless this Settlement is made, will continue to be devoted
7 to the defense of the claims asserted by Plaintiffs, Class Members, and the Aggrieved Employees. In
8 reaching its decision to enter into this Settlement, Defendant has also considered the risks of further
9 litigation. Defendant denies each of the allegations and claims asserted against it in the Action.
10 Despite continuing to contend that it is not liable for any of the claims that Plaintiffs have asserted,
11 Defendant nonetheless has agreed to settle in the manner and upon the terms set forth in this
12 Agreement to put to rest the claims asserted in the Action.

13 E. Class Members' Claims. The Class Representatives contend that their allegations have
14 merit and give rise to Defendant's liability. This Agreement is a compromise of disputed claims. The
15 monies being paid as part of the settlement are genuinely disputed and the Parties agree that the
16 provisions of California Labor Code § 206.5 are not applicable to this settlement. Because there is a
17 good faith dispute as to whether any wages are due, the release of claims does not violate California
18 Labor Code § 206.5. Nothing contained in this Agreement, no documents referred to in this
19 Agreement, and no action taken to carry out this Agreement may be construed or used as an admission
20 by or against the Class Members or Class Counsel regarding the merits or lack of merit of the claims
21 asserted.

22 F. Aggrieved Employees' Claims. Plaintiffs contend that the PAGA allegations have
23 merit and give rise to Defendant's liability. This Agreement is a compromise of disputed claims. The
24 monies being paid as part of the settlement are genuinely disputed and the Parties agree that the
25 provisions of California Labor Code § 206.5 are not applicable to this settlement. Nothing contained
26 in this Agreement, no documents referred to in this Agreement, and no action taken to carry out this
27 Agreement may be construed or used as an admission by or against the Aggrieved Employees or Class
28 Counsel regarding the merits or lack of merit of the claims asserted.

1 G. Defendant’s Defenses. Defendant claims that the Released Class Claims and the PAGA
2 Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of
3 disputed claims. The monies being paid as part of the settlement are genuinely disputed and the Parties
4 agree that the provisions of California Labor Code § 206.5 are not applicable to this settlement.
5 Because there is a good faith dispute as to whether any wages are due, the release of claims does not
6 violate California Labor Code § 206.5. Nothing contained in this Agreement, no documents referred to
7 in this Agreement, and no action taken to carry out this Agreement may be construed or used as an
8 admission by or against Defendant as to the merits or lack of merit of the claims asserted.

9 **III. TERMS**

10 A. Settlement Consideration to be paid by Defendant. If the Effective Date occurs,
11 Defendant shall pay the Gross Settlement Amount. Defendant shall also pay the employer’s share of
12 payroll taxes in addition to the Gross Settlement Amount. Defendant represents that there are 877
13 Class Members and 150,578 Class Work Weeks in Defendant’s employment records between March 4,
14 2018 and January 22, 2024. If the number of Class Work Weeks is more than 10% higher than this
15 estimate at the end of the Settlement Class Period, then the Gross Settlement Amount will increase
16 proportionally for the number of Class Work Weeks above that 10% (*e.g.*, if the number of Class Work
17 Weeks increases by 15%, then Defendant shall increase the Gross Settlement Amount by 5%)
18 (“Escalator Clause”).)

19 B. Limited Release by All Settlement Class Members. As of the date Defendant funds the
20 Gross Settlement Amount plus Defendant’s share of employer-side payroll taxes, Plaintiffs and the
21 Settlement Class Members will release the Released Parties from the Released Class Claims for the
22 Settlement Class Period. Plaintiffs and the Settlement Class Members may hereafter discover facts or
23 legal arguments in addition to or different from those they now know or currently believe to be true
24 with respect to the claims, causes of action and legal theories of recovery in this Action which are the
25 subject matter of the Released Claims. Nonetheless, the discovery of new facts or legal arguments
26 shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement,
27 Plaintiffs and Settlement Class Members will be deemed to have, and, by operation of the final
28

1 judgment approved by the Court shall have, fully, finally, and forever settled and released all of the
2 Released Claims as defined in this Agreement.

3 C. PAGA Release: As of the date Defendant funds the Gross Settlement Amount plus
4 Defendant's share of employer-side payroll taxes, Aggrieved Employees release the Released Parties
5 from the PAGA Released Claims for the PAGA Period, including attorneys' fees and litigation costs
6 under the California Labor Code Private Attorneys General Act of 2004.

7 D. General Release by Plaintiffs. In addition to the release in Sections III.B and III.C, in
8 consideration for their Class Representative Enhancement Payments/General Release Payments and
9 upon the date Defendant funds the Gross Settlement Amount plus Defendant's share of employer-side
10 payroll taxes, Class Representatives will fully, finally, and forever release any and all of the Released
11 Class Claims and PAGA Released Claims, whether known or unknown, suspected or unsuspected,
12 contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or
13 equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without
14 malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of
15 such different or additional facts. Additionally, the Class Representatives release the Released Parties
16 of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and
17 liabilities, known or suspected, arising from their employment with Defendant, including, without
18 limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair
19 Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans
20 with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the
21 California and the United States Constitution; (8) the California Labor Code; (9) the Family and
22 Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining
23 Notification Act; (12) the Employee Retirement Income Security Act; (13) the Immigration Reform
24 and Control Act; (14) the California Business and Professions Code, sections 17200, et seq.; (15) the
25 California Government Code; and (16) the California Wage Orders (collectively "Claim" or "Claims"),
26 which the Class Representatives, or any of them, now have, own or hold, or claim to have, own or
27 hold, or which the Class Representatives, or any of them, at any time heretofore had, owned or held, or
28 claimed to have, own or hold against any of the Released Parties up to and including, as of the date the

1 Gross Settlement Amount is funded. In exchange for the consideration provided to them under the
2 Settlement, Class Representatives, and each of them, shall waive any and all rights each of them may
3 have under Civil Code section 1542, which provides:

4 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
5 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
6 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
7 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
8 **KNOWN BY HIM OR HER WOULD HAVE MATERIALLY**
9 **AFFECTED HIS OR HER SETTLEMENT WITH THE**
10 **DEBTOR OR RELEASED PARTY.**

11 Cal. Civ. Code § 1542. Accordingly, if the facts relating in any manner to this Settlement are found
12 hereafter to be other than or different from the facts now believed to be true, the release of claims
13 contained in the Plaintiffs' General Release shall be effective as to all unknown claims.

14 E. Option to Revoke Settlement. Defendant has the unilateral right to revoke this
15 Agreement if, after the Response Deadline, the number of Class Members who have submitted timely
16 and valid written Requests for Exclusion equals at least 5% of all Class Members. If Defendant
17 exercises the option to terminate this Agreement, (a) Defendant shall provide written notice to Class
18 Counsel within 15 calendar days after the Settlement Administrator sends the final exclusion list to
19 Defense Counsel, at which time this Agreement shall be void *ab initio*, (b) Defendant shall pay all
20 settlement administration costs incurred up through that date and/or as a result of the termination, and
21 (c) the Parties shall proceed in all respects as if this Agreement had not been executed.

22 F. Nullification of Settlement Agreement. In the event that the Court denies preliminary
23 or final approval of this Agreement, it fails to become effective, or it is reversed, withdrawn or
24 modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete
25 resolution of the claims as described herein:

26 1. This Agreement shall be void *ab initio* and of no force or effect, and shall not be
27 admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any
28 issue, substantive or procedural; and

1 2. None of the Parties to this settlement will be deemed to have waived any claims,
2 objections, defenses or arguments in the Action.

3 In such a case, the Parties shall be returned to their respective statuses
4 as of the date and time immediately before the execution of this
5 Agreement, and the Parties shall proceed in all respects as if this
6 Agreement had not been executed, except that any costs already
7 incurred by the Settlement Administrator shall be paid by Defendant.

8 G. Tax Liability. The Parties make no representations as to the tax treatment or legal effect
9 of the payments called for by this Agreement, and Plaintiffs, Settlement Class Members, Aggrieved
10 Employees, and the Parties are not relying on any statement or representation by any of the other
11 Parties in this regard. Plaintiffs and Settlement Class Members understand and agree that they will be
12 responsible for payment of their respective portions of any taxes and penalties assessed on the Class
13 Representative Enhancement Payments/General Release Payments, Individual Settlement Payments,
14 and Individual PAGA Payments described in this agreement and will be solely responsible for any
15 such penalties or other obligations resulting from their personal tax reporting of all such payments.

16 H. Circular 230 Disclaimer. Each Party to this Agreement acknowledges and agrees that:
17 (1) no provision of this Agreement, and no written communication or disclosure between or among the
18 Parties or their attorneys and other advisers, is or was intended to be, nor shall any such
19 communication or disclosure constitute or be construed or be relied upon as tax advice within the
20 meaning of United States Treasury Department circular 230 (31 C.F.R. part 10, as amended); (2) the
21 acknowledging party (a) as relied exclusively on their own independent legal and tax counsel for
22 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
23 Agreement based upon the recommendation of any other Party or any attorney or advisor to any other
24 Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser
25 to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3)
26 no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of
27 any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding)
28 upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
including any transaction contemplated by this Agreement.

1 I. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file with
2 the Court a Motion for Preliminary Approval and supporting papers, which shall include this
3 Agreement. Plaintiffs shall provide a courtesy draft of these papers to Defense Counsel for review at
4 least three court days before filing the documents.

5 J. Settlement Administrator. By accepting the role as Settlement Administrator, the
6 Settlement Administrator is bound to all of the terms, conditions, and obligations described in this
7 Settlement Agreement. Among these obligations, the Settlement Administrator shall have sole and
8 exclusive responsibility for calculating Individual Settlement Payments and Individual PAGA
9 Payments; processing and transmitting payments to the Class Representatives, Class Counsel, the
10 LWDA, Settlement Class Members, and Aggrieved Employees; printing the Notice of Class and
11 PAGA Action Settlement and mailing it to the Class Members and Aggrieved Employees as directed
12 by the Court; providing a toll-free telephone number and email address for Class Member
13 communications; creating and maintaining a website with relevant information and documents for
14 Class Members to access; receiving, processing, and reporting Requests for Exclusion and Notices of
15 Objection; distributing tax forms; providing declaration(s) as necessary in support of preliminary
16 and/or final approval of this Agreement; and such other tasks as the Parties mutually agree or the Court
17 orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties
18 timely apprised of the performance of all of the Settlement Administrator's responsibilities.

19 K. Notice Procedure.

20 1. Class Data. No later than twenty-one (21) calendar days after the Preliminary
21 Approval Date and upon Defendant's receipt of sufficient and reasonable assurance that the Settlement
22 Administrator will maintain the confidentiality of the Class Data, Defendant shall provide the
23 Settlement Administrator with the Class Data for purposes of preparing and mailing the Notice of
24 Class and PAGA Action Settlement to Class Members and Aggrieved Employees, as well as
25 undertaking its other obligations. The Settlement Administrator shall be obligated to keep the Class
26 Data confidential and shall take reasonable and necessary precautions to maintain the confidentiality of
27 the data. The Settlement Administrator shall not distribute or use the Class Data or any information
28 contained therein for any purpose other than to administer this Settlement.

1 2. Notice of Class and PAGA Action Settlement.

2 a. The Notice of Class and PAGA Action Settlement shall be in a form
3 substantially similar to the form attached to this Stipulation as **Exhibit 1**. The Notice of Class and
4 PAGA Action Settlement shall instruct Class Members and Aggrieved Employees to keep the
5 Settlement Administrator apprised of their current mailing addresses, to which the Settlement
6 Payments will be mailed following the Effective Date. The Notice of Class and PAGA Action
7 Settlement shall set forth the release to be given by Settlement Class Members in exchange for an
8 Individual Settlement Payment.

9 b. The Notice of Class and PAGA Action Settlement shall be
10 individualized by inclusion of each Class Member’s number of Class Work Weeks and PAGA Pay
11 Periods and the Settlement Administrator’s calculation of each Class Member’s estimated gross
12 Individual Settlement Payment if that Class Member does not request exclusion from the Settlement
13 and each Aggrieved Employee’s estimated Individual PAGA Payment.

14 c. The Settlement Administrator shall provide Class Counsel and Defense
15 Counsel with its calculation of estimated Class Member awards for purposes of sending out Notice
16 with sufficient time for Class Counsel and Defense Counsel to check the calculations.

17 3. Notice By First Class U.S. Mail. Upon receipt of the Class Data, the Settlement
18 Administrator will perform a search based on the National Change of Address Database to update and
19 correct any known or identifiable address changes. No later than seven (7) calendar days after
20 receiving the Class Data from Defendant, the Settlement Administrator create a website containing the
21 Notice and information about the Settlement and shall mail copies of the Notice of Class and PAGA
22 Action Settlement to all Class Members and Aggrieved Employees via regular First-Class U.S. Mail.
23 The Settlement Administrator shall exercise its best judgment to determine the current mailing address
24 for each Class Member and Aggrieved Employee. The address identified by the Settlement
25 Administrator as the current mailing address shall be presumed to be the best mailing address for each
26 Class Member and Aggrieved Employee.

27 4. Undeliverable Notices. Any mailed Notice of Class and PAGA Action
28 Settlement that is returned to the Settlement Administrator on or before the Response Deadline as not

1 having been delivered shall be re-mailed to the forwarding address affixed to it. If no forwarding
2 address is provided, the Settlement Administrator promptly shall attempt to determine a correct address
3 by lawful use of skip-tracing and by other searches using the name, address, and Social Security
4 number of the Class Member or Aggrieved Employee involved and, if another mailing address is
5 identified by the Settlement Administrator, then shall perform a re-mailing to that Class Member or
6 Aggrieved Employee. In addition, if any Notices of Class and PAGA Action Settlement that are
7 addressed to Class Members or Aggrieved Employees who are employed by Defendant at the time of
8 mailing are returned to the Settlement Administrator as non-delivered and no forwarding address is
9 provided, the Settlement Administrator shall so notify Defendant. Defendant then will request, using
10 written communication to the Class Member or Aggrieved Employee with language mutually agreed
11 upon by the Parties, that the currently-employed Class Member or Aggrieved Employee provide a
12 corrected address and will transmit to the Administrator any corrected address provided by the Class
13 Member or Aggrieved Employee. In the event of such remailing of the Notice of Class and PAGA
14 Action Settlement, the Class Member and/or Aggrieved Employee shall have an additional 15 calendar
15 days to respond to the Notice, *i.e.*, opt-out, object and/or dispute their Class Work Weeks or PAGA
16 Pay Periods.

17 5. Disputes Regarding Class Work Weeks and/or PAGA Pay Periods. A Class
18 Member and/or Aggrieved Employee who disagrees with the number of Class Work Weeks or PAGA
19 Pay Periods stated on that Class Member or Aggrieved Employee's Notice of Class and PAGA Action
20 Settlement will have the opportunity to provide documentation and/or an explanation to show a
21 different number of pay periods having been worked during the Settlement Class Period. If there is a
22 dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment
23 is warranted. Disputes may be sent via email or First Class U.S. Mail to the Settlement Administrator
24 and shall be postmarked no later than the Response Deadline. The postmark date of mailing shall be
25 deemed to be the exclusive means for determining whether a dispute was timely submitted.

26 6. Disputes Regarding Class Member Status. Any person who does not receive a
27 Class Notice but believes they should be a Class Member must notify the Settlement Administrator and
28 provide documentary support they wish to have considered by the Response Deadline. The Settlement

1 Administrator shall share any such documents with Class Counsel and Defense Counsel. Defendant
2 shall investigate the matter, including with reference to its business records, and shall determine
3 whether the person is a Class Member. Within seven (7) calendar days of receipt of such notice,
4 Defendant shall notify the Settlement Administrator and Class Counsel as to the results of its
5 investigation into the person's status as a Class Member, including any documentary support.

6 7. Resolution of Work Week and Class Membership Disputes. The Settlement
7 Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement
8 Payments under the terms of this Agreement. The Settlement Administrator's determination of the
9 eligibility for and the amount of any Individual Settlement Payment or Individual PAGA Payment
10 shall be binding upon the Settlement Class Member and/or Aggrieved Employee and the Parties.

11 8. Disputes Regarding Administration of Settlement. Any disputes not resolved by
12 the Settlement Administrator concerning the administration of the settlement will be resolved by the
13 Court under the laws of the State of California. Before any such involvement of the Court, counsel for
14 the Parties will confer in good faith to resolve the disputes without the necessity of involving the
15 Court.

16 9. Requests for Exclusion.

17 a. The Notice of Class and PAGA Action Settlement shall state that Class
18 Members who wish to exclude themselves from the class action settlement must submit a written
19 Request for Exclusion by the Response Deadline. The written Request for Exclusion must state that
20 the Class Member wishes to exclude himself or herself from the class action settlement and: (1) must
21 contain the full name and class member ID as indicated on the Notice of the person requesting
22 exclusion; (2) must be signed by the Class Member; (3) must be postmarked by the Response Deadline
23 and returned to the Settlement Administrator at the specified mailing address; and (4) must contain a
24 typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class
25 action lawsuit titled *Veitch v. Stanford Health Care*."

26 b. The Request for Exclusion will not be valid if it is not timely submitted
27 and/or if it does not comply with the requirements set forth above. The date of the postmark on the
28 return mailing envelope for the Request for Exclusion shall be the exclusive means used to determine

1 whether the Request for Exclusion was timely submitted. If the Settlement is approved by the Court,
2 Class Members who fail to submit a valid and timely written Request for Exclusion on or before the
3 Response Deadline shall be Settlement Class Members who are bound by all terms of the settlement
4 and any Final Approval Order entered in this Action.

5 c. Any Class Member who properly requests to be excluded from the class
6 action settlement will not be entitled to an Individual Settlement Payment and will not be bound by the
7 terms of the class action settlement or have any right to object, appeal or comment thereon. Nothing in
8 this settlement or Settlement Agreement will constitute or be construed as a waiver of any defense that
9 Defendant or the Released Parties have or could assert against anyone who timely serves a Request for
10 Exclusion.

11 d. Aggrieved Employees may not request to be excluded from the
12 settlement of the PAGA Released Claims.

13 e. No later than five calendar days after the latest Response Deadline (e.g.,
14 if due to a remailing, one or more Class Members has additional time to submit a Request for
15 Exclusion or work week dispute), the Settlement Administrator shall provide counsel for the Parties
16 with a final list of the Class Members who have timely submitted written Requests for Exclusion.

17 f. At no time shall any of the Parties or their counsel solicit or otherwise
18 encourage Class Members to submit Requests for Exclusion from the settlement.

19 10. Objections.

20 a. The Notice of Class and PAGA Action Settlement shall state that Class
21 Members who wish to object to the settlement in writing must mail or email the Settlement
22 Administrator or by mail to the Court a typed or written statement of objection (“Notice of Objection”)
23 by the Response Deadline. The postmark date of a mailed objection shall be deemed to be the
24 exclusive means for determining whether a Notice of Objection was timely submitted.

25 b. The Notice of Objection must be signed by the Class Member and state:
26 (1) the case name and number; (2) the name of the Class Member and Class Member ID as indicated
27 on the Notice; and (3) the basis for the objection and any supporting documents. Class Members may
28 also appear at the Final Approval Hearing to orally object to the Settlement by following the

1 instructions in the Notice of Class and PAGA Action Settlement. Class Members who fail to make
2 objections in the manner specified above and in the Notice of Class and PAGA Action Settlement may
3 be deemed to have waived any objections and to be foreclosed from making any objections to the
4 settlement, whether by appeal or otherwise. No group or representative objections are allowed or
5 accepted.

6 c. At no time shall any of the Parties or their counsel seek to solicit or
7 otherwise encourage Class Members to file or serve written objections to the settlement or to appeal
8 from the Final Approval Order.

9 d. Class Members who submit a written Request for Exclusion may not
10 object to the Settlement. In the event that a Class Member submits both a Request for Exclusion and a
11 Notice of Objection, the Request for Exclusion will be valid and the Notice of Objection will be
12 invalid.

13 e. Plaintiffs and/or Defendant may file oppositions to any properly-
14 submitted Notices of Objection.

15 L. Funding and Allocation of the Gross Settlement Amount. This is a non-reversionary
16 settlement in which Defendant is required to pay the entirety of the Gross Settlement Amount (plus the
17 employer's share of the payroll taxes) contingent on the occurrence of the Effective Date. No amount
18 of the Gross Settlement Amount will revert to Defendant. Upon satisfaction of the conditions
19 described in this Settlement, Defendant will deposit the Gross Settlement Amount into a Qualified
20 Settlement Fund to be established by the Settlement Administrator.

21 1. Funding Due Date. Defendant will pay the \$10,000,000 Gross Settlement
22 Amount (plus the employer's share of all payroll taxes) to the Settlement Administrator within thirty
23 (30) calendar days of the Effective Date.

24 a. Within seven (7) calendar days of the receipt of the Gross Settlement
25 Amount, the Settlement Administrator will issue payments to Class Counsel for their Class Counsel
26 Award and to Plaintiffs for their Class Representative Enhancement Payments/General Release
27 Payments. Within fourteen (14) calendar days of the receipt of the Gross Settlement Amount, the
28

1 Settlement Administrator will issue payments to: (i) Settlement Class Members, (ii) Aggrieved
2 Employees; and (iii) the Labor and Workforce Development Agency.

3 2. Payments to Settlement Class Members and Aggrieved Employees.

4 a. Calculation of Individual Settlement Payments. Every Settlement Class
5 Member is entitled to an Individual Settlement Payment without the need to submit a claim form.
6 Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid under
7 the following formula: using the Class Data and any additional information received during the notice
8 period, Defendant will calculate the total number of Class Work Weeks for all Settlement Class
9 Members. To determine each Class Member's Individual Settlement Payment, the Settlement
10 Administrator will take the number of Class Work Weeks for each Settlement Class Member and
11 divide by the total number of Class Work Weeks for all Settlement Class Members. The result of that
12 division will be multiplied by the Net Settlement Amount to calculate that Settlement Class Member's
13 share of the Net Settlement Amount, *i.e.*, Individual Settlement Payment = (Individual Workweeks ÷
14 Class Workweeks) × Net Settlement Amount.

15 b. Calculation of Individual PAGA Payments: Individual PAGA Payments
16 shall be calculated by the Settlement Administrator using the following formula: the number of PAGA
17 Pay Periods for each Aggrieved Employee divided by the total number of PAGA Pay Periods for all
18 Aggrieved Employees. The result of that division will be multiplied by the \$60,000 portion of the
19 PAGA Payment that is allocated for distribution to the Aggrieved Employees to calculate each
20 Aggrieved Employee's Individual PAGA Payment, *i.e.*, Individual PAGA Award Payment =
21 (Individual PAGA Period Workweeks ÷ Total PAGA Period Workweeks) x PAGA Award Amount
22 (\$60,000).

23 c. The Settlement Administrator shall provide Class Counsel and Defense
24 Counsel with its calculation of Individual Settlement Payments and Individual PAGA Payments with
25 sufficient time for Class Counsel and Defense Counsel to check to the calculation prior to the issuance
26 of checks.

27 d. Tax Allocation. For tax purposes, Individual Settlement Payments shall
28 be allocated and treated as 20% wages and 80% penalties, interest, and other non-wages. For tax

1 purposes, Individual PAGA Payments shall be allocated and treated as 100% statutory penalties. The
2 Settlement Administrator will be responsible for issuing and mailing all required IRS Form W-2s and
3 1099s.

4 e. Uncashed Checks. Any checks issued to Settlement Class Members
5 shall remain valid and negotiable for 180 calendar days from the date of their issuance. In the event
6 any Individual Settlement Payment or Individual PAGA Payment checks have not been cashed by the
7 check cashing deadline, upon Court approval, the Settlement Administrator shall distribute the funds
8 represented by any such uncashed checks to the State of California as Unclaimed Property. If the
9 Court does not approve escheatment to the State, the Parties agree to split the uncashed amounts
10 equally to two *cy pres* recipients: Asian Law Alliance and Centro Legal de la Raza.

11 3. Class Representative Enhancement Payments/General Release Payments.

12 a. Plaintiffs will each apply for a Class Representative Enhancement
13 Payment/General Release Payment of up to \$20,000 for each Plaintiff for their time, effort, and risk in
14 bringing and prosecuting this Action. The Class Representative Enhancement Payments/General
15 Release Payment shall be in addition to Plaintiffs' Individual Settlement Payment and Individual
16 PAGA Payment.

17 b. The Settlement Administrator shall issue an IRS Form 1099 - MISC to
18 Plaintiffs for each of their Class Representative Enhancement Payment/General Release Payment.

19 c. If the Court reduces the requested Class Representative Enhancement
20 Payments/General Release Payments, the difference in the requested amount and awarded amount will
21 be redistributed to the Net Settlement Amount and shall be distributed to Settlement Class Members as
22 provided in this Agreement.

23 4. Class Counsel Award.

24 a. Class Counsel intends to apply for an award of attorneys' fees of one-
25 third of the Gross Settlement Amount, including any escalated amount if the Escalator Clause is
26 triggered. (*i.e.*, \$3,333,333.33 of the \$10,000,000 Gross Settlement Amount), plus actual costs and
27 litigation expenses estimated not to exceed \$50,000.

1 b. Any portion of the requested Class Counsel Award that is not awarded to
2 Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class
3 Members as provided in this Agreement.

4 5. PAGA Payment. Two-hundred forty thousand dollars (\$240,000) shall be
5 allocated from the Gross Settlement Amount for settlement and release of claims for civil penalties
6 under PAGA. The Settlement Administrator shall pay 75%, *i.e.*, \$180,000, to the LWDA (the
7 “LWDA Payment”) and the remaining 25%, *i.e.*, \$60,000, to the Aggrieved Employees according to
8 the formula described herein.

9 6. Settlement Administration Costs. The Settlement Administrator shall be paid
10 from the Gross Settlement Amount for the costs of administration of the Settlement, not to exceed
11 \$15,000. Any funds allocated but not paid to the Settlement Administrator shall be part of the Net
12 Settlement Amount and shall be distributed to Settlement Class Members as provided in this
13 Agreement.

14 M. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to
15 accomplish the terms of this Settlement Agreement, including but not limited to executing the
16 necessary documents and taking such other action as reasonably may be necessary to implement the
17 terms of this Settlement Agreement. As soon as practicable after executing this Settlement Agreement,
18 Class Counsel and Plaintiffs shall, with the assistance and cooperation of Defendant and Defense
19 Counsel, take all necessary steps to secure the Court’s Preliminary and Final Approval of this
20 Settlement Agreement. The Parties also agree to cooperate in the settlement administration process.

21 N. Preliminary Approval Hearing. Plaintiffs will request preliminary approval of the
22 settlement, entry of a Preliminary Approval Order for preliminary approval of the proposed
23 Agreement, and the setting of a date for a final-approval hearing. The Preliminary Approval Order
24 shall provide for the Notice of Class and PAGA Action Settlement to be sent to all Class Members as
25 specified in this Stipulation. In conjunction with the preliminary approval hearing, Plaintiffs shall
26 submit this Agreement, which sets forth the terms of this settlement, and will include the proposed
27 Notice of Class Action Settlement. Plaintiffs shall provide a courtesy draft of those motion papers to
28 Defense Counsel for review at least three court days before filing the documents.

1 O. Motion for Final Approval, Class Representative Enhancement Payments, Class
2 Counsel Award, and Settlement Administration Costs. No later than 16 court days before the final
3 approval hearing, Plaintiffs shall file with the Court a motion for final approval of the Settlement, and
4 approval of the Class Representative Enhancement Payments, the Class Counsel Award, and the
5 Settlement Administration Costs. Plaintiffs shall provide a courtesy draft of those motion papers to
6 Defense Counsel for review at least three court days before filing the documents.

7 1. Declaration by Settlement Administrator. The Settlement Administrator shall
8 submit a declaration in support of Plaintiffs' Motion for Final Approval of this Settlement. That
9 declaration shall detail the number of Notices of Class and PAGA Action Settlement mailed and re-
10 mailed to Class Members, the number of undeliverable Notices of Class Action Settlement, the number
11 of timely Requests for Exclusion, the number of Notices of Objection received, the amount of the
12 average Individual Settlement Payment, the average Individual PAGA Payment, the settlement
13 administration costs, and any other information that the Parties mutually agree to include or that the
14 Court orders the Settlement Administrator to provide.

15 2. Final Approval Order. The Parties shall present a proposed Final Approval
16 Order to the Court, consistent with the terms and conditions of this Agreement, for the Court's
17 approval and judgment thereon.

18 P. Interim Stay of Proceedings. Pending the final approval hearing to be conducted by the
19 Court, the Parties agree to stay all proceedings in the Action except such proceedings as are necessary
20 or desirable to implement and complete the Settlement. Pursuant to Code of Civil Procedure section
21 583.330(a), the Parties stipulate that the time for bringing a case to trial under Code of Civil Procedure
22 section 583.310 is tolled during the time it takes to obtain a Final Judgment approving the Agreement,
23 beginning January 24, 2024. If the Agreement does not obtain final approval or is otherwise
24 terminated, the tolling period will end fourteen (14) business days after the decision rendering the
25 Agreement unenforceable, denial, or termination date.

26 Q. No Effect on Employee Benefits. Amounts paid to Plaintiffs, Settlement Class
27 Members, and Aggrieved Employees under this Agreement shall be deemed not to be pensionable
28 earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee

1 benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiffs, the Settlement Class
2 Members, and/or Aggrieved Employees.

3 R. Headings. The descriptive headings of any paragraphs or sections of this Agreement
4 are inserted for convenience of reference only and do not constitute a part of this Agreement.

5 S. Amendment or Modification. This Agreement may be amended or modified only by a
6 written instrument that (1) is signed by counsel for all Parties or their successors-in-interest, (2) is
7 signed by the Parties or their successors-in-interest, and (3) if the Court’s approval is required, is as
8 approved by the Court.

9 T. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
10 Agreement among these Parties. Apart from the representations, warranties and covenants contained
11 and memorialized in this Agreement and its Exhibits, no oral or written representations, warranties or
12 inducements have been made to any Party concerning this Agreement or its Exhibits.

13 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
15 and to take all appropriate actions required or permitted to be taken by those Parties under this
16 Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms
17 of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants
18 that he or she is authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
19 warrant that they are authorized to sign this Agreement and that he has not assigned or transferred to
20 any third-party or encumbered any claim, or part of a claim, demand, cause of action or any rights
21 herein released and discharged or covered by this Agreement.

22 V. Binding on Successors and Assigns. The provisions of this Settlement Agreement shall
23 run in perpetuity. This Agreement shall be binding upon and inure to the benefit of the successors or
24 assigns of the Parties to this Agreement, including the Settlement Class Members and the LWDA.

25 W. California Law Governs. All terms of this Agreement and its Exhibits and any disputes
26 arising under this Agreement shall be governed by and interpreted in accordance with the laws of the
27 State of California.

28

1 X. Counterparts. This Agreement may be executed in one or more counterparts and
2 electronically by DocuSign. All executed counterparts and each of them shall be deemed to be one and
3 the same instrument, provided that counsel for the Parties to this Agreement shall exchange among
4 themselves copies or originals of the signed counterparts.

5 Y. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this Settlement
6 to be a fair, adequate, and reasonable settlement of this Action and have arrived at this Agreement after
7 extensive arm's-length negotiations, taking into account all relevant factors, present and potential. The
8 Parties further agree that this Settlement Agreement shall not be construed in favor of or against any
9 Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of
10 this Settlement Agreement.

11 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
12 respect to the interpretation, implementation and enforcement of the terms of this Agreement and all
13 orders and judgments entered in connection therewith. The Parties to this Agreement and their counsel
14 submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the
15 settlement embodied in this Agreement and all orders and judgments entered in connection with this
16 Agreement. In any proceeding to enforce its terms of this Agreement under Code of Civil Procedure
17 section 664.6 and any other applicable statute or law, the prevailing party will be entitled to reasonable
18 attorneys' fees and costs.

19 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement to be
20 invalid, the Court first shall attempt to construe those provisions as valid to the fullest extent possible
21 consistent with applicable precedents so as to hold all provisions of this Agreement valid and
22 enforceable.

23 BB. Waiver of Certain Appeals. Provided that the Court does not materially modify the
24 terms of this Agreement, the Parties agree to waive all appeals and to stipulate to class certification for
25 purposes of this Settlement.

26 CC. Confidentiality of Documents. After the expiration of any appeals period, Plaintiffs, the
27 Settlement Administrator, and Class Counsel shall maintain the confidentiality of all settlement-related
28

1 documents and other information obtained from the other Party in the Action, unless necessary for
2 appeal or such documents are ordered to be disclosed by the Court or by a subpoena.

3 DD. No Admissions by the Parties. Plaintiffs have asserted and continue to assert that the
4 Released Claims have merit and give rise to liability on Defendant’s part. Defendant asserts that the
5 Released Claims have no merit and do not give rise to any liability. This Agreement is a compromise
6 of disputed claims. Nothing contained in this Agreement, no documents referred to in this Agreement
7 and no action taken to carry out this Agreement may be construed or used as an admission by or
8 against the Defendant or Plaintiffs or Class Counsel as to the merits or lack of merit of the claims
9 asserted.


10 EE. Publicity. Plaintiffs and Class Counsel agree not to issue a press release or otherwise
11 notify the media about the terms of the Settlement or advertise or market any of the terms of the
12 Settlement through written, recorded, or electronic communications. In addition, Class Counsel will
13 not put details about the settlement on their website(s), unless no reference is made to the case name or
14 Defendant. Class Representatives and Class Counsel further agree that if they are contacted regarding
15 this case, they will take reasonable steps to determine whether the contacting party is a member of the
16 Class. If the contacting party is not a Class Member or the legal representative of a Class Member, they
17 will state only that the lawsuit exists and has been resolved. However, this will not prevent Class
18 Counsel from undertaking required submissions and disclosures that are required to obtain approval of
19 the Settlement, and carry out their duties as Class Counsel to communicate with Class Members.

20
21 Dated: 5/8/2024 _____

DocuSigned by:

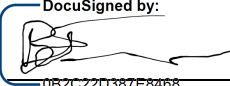
DB0BA0BF36D6497...
Andrew Veitch, Plaintiff

22
23 Dated: 5/8/2024 _____

DocuSigned by:

3C8F430C7F8B48E...
Ramona McCamish, Plaintiff

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

Dated: 5/8/2024 _____

DocuSigned by:

0B2C22D387E8468...
Bennie "Jon" Sumner, Plaintiff

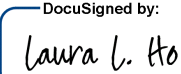
Dated: _____

Dawn Rorig
Senior Vice President, Chief Human Resources Officer
On behalf of Defendant STANFORD HEALTH CARE

APPROVED AS TO FORM ONLY:

Dated: 5/9/2024 _____

GOLDSTEIN, BORGEN, DARDARIAN & HO

DocuSigned by:

D38AB6A9832E47E...
Laura L. Ho
Ginger Grimes
Counsel for Plaintiffs and the Putative Class

Dated: _____

GORDON REES SCULLY MANSUKHANI, LLP

Michael D. Bruno
Rachel Wintterle
Seth Weisburst
Counsel for Defendant STANFORD HEALTH CARE

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

Dated: May __, 2024

May 10, 2024 | 11:34 AM PDT

Dated: May __, 2024

Bennie "Jon" Sumner, Plaintiff

DocuSigned by:
Linda Hoff
5F310C1754794A4...

Linda Hoff
Chief Financial Officer
On behalf of Defendant STANFORD HEALTH CARE

APPROVED AS TO FORM ONLY:

Dated: May __, 2024

GOLDSTEIN, BORGEN, DARDARIAN & HO

Laura L. Ho
Ginger Grimes
Counsel for Plaintiffs and the Putative Class

Dated: May 10, 2024

GORDON REES SCULLY MANSUKHANI, LLP

R. Wentt

Michael D. Bruno
Rachel Wintterle
Seth Weisburst
Counsel for Defendant STANFORD HEALTH CARE

EXHIBIT 1

[NAME]
[ADDRESS]
[CITY, STATE ZIP]

Class Member ID: [XXXXXX]

NOTICE OF CLASS ACTION SETTLEMENT

If you worked for Stanford Health Care as an operating nurse, a peri-/post-operative nurse, or catheterization laboratory/endoscopy/interventional radiology/procedure room nurse, you may be entitled to a payment from a class action lawsuit settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- You have received this Notice because records from Stanford Health Care (“SHC”) indicate that you were employed in the State of California as (1) an operating nurse, (2) a peri-operative and/or post-operative nurse, or (3) a catheterization laboratory/endoscopy/ interventional radiology/procedure room nurse paid on an hourly basis between March 4, 2018 and April 13, 2024.
- Three current or former SHC nurses filed a lawsuit alleging that SHC failed to provide timely off-duty meal periods, pay meal period premiums, provide accurate wage statements, and pay all wages upon termination. SHC denies these allegations and no Court has ruled in favor of any party. The parties have entered into a settlement agreement to resolve the lawsuit without further litigation and expense. This settlement resolves the case called *Veitch, et al. v. Stanford Health Care*, Case No. 22CV39500.
- You can learn more at: [website].

Your legal rights may be affected by this settlement, and you have a choice to make:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RECEIVE A SETTLEMENT CHECK	If you do nothing, you will remain a part of this case, release claims (listed below) against SHC, and be sent a settlement check.
EXCLUDE YOURSELF	If you do not want to participate in the settlement and want to retain your right to sue SHC for unpaid wages and related wage and hour claims, you must submit a written Request for Exclusion to the Settlement Administrator. If you submit an Request for Exclusion, you will not receive a settlement payment and may not object to the settlement.
OBJECT	If you do not submit a Request for Exclusion, you may write to the Court about why you object to the settlement. More information about objecting is set forth in Section 15 below.

- These rights and options – **and the deadlines to exercise them** – are explained in greater detail in this Notice.

- The Court still has to decide whether to approve the settlement. Settlement payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice?

- You have a right to know about the proposed class settlement, and about all of your options, before the Court decides whether to approve the settlement. This Notice explains the lawsuit, your legal rights, and what benefits are available.
- The Honorable Charles Adams, Judge of the Santa Clara County Superior Court for the State of California, is overseeing this lawsuit and settlement.
- For more information about settlement, please see the settlement agreement available at www._____.com, by contacting Class Counsel at SHCMeanBreakCounsel@gbdhlegal.com or 1-866-796-6594, or by emailing the Settlement Administrator at [address].

2. Am I covered by this settlement?

- **SHC's records show that you were employed in the state of California by SHC as an operating nurse, a peri-/post-operative nurse, or catheterization laboratory/endoscopy/interventional radiology/procedure room nurse between March 4, 2018 and April 13, 2024: [DATES] for a total of X Work Weeks.**
- If this information is incorrect, you should contact the settlement administrator at [mailing address, email, phone] to submit a dispute and any documents you have to support the disputed information by [45 days from mailing]. You must do so timely to have your dispute considered.

3. What is this lawsuit about?

- This case is about whether SHC failed to provide nurses with timely meal periods; failed to pay meal period premiums for late, short, or missed meal periods; failed to pay meal premiums at the regular rate of pay; failed to provide accurate itemized wage statements; and failed to pay all wages due upon termination. SHC denies these allegations. The Court has not made any ruling in favor of either party.

4. Why is this a class action?

- In a class action, one or more people called "class representatives" bring claims on behalf of other people who have similar claims. The people are called "class members" and together are the "class." The individuals who initiated this class action are called the "Plaintiffs." In a class action, the Plaintiffs ask the court to resolve the issues for every member of the class.

5. Why is there a settlement?

- The Court did not decide in favor of Plaintiffs or SHC. Both sides believe they will prevail in the litigation, but there was no decision in favor of either party. Instead, the parties have agreed to resolve this matter to avoid the expense and risks of more litigation. Plaintiffs and Class Counsel think the settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the settlement provide?

- SHC has agreed to pay at least \$10,000,000.00 (the “Gross Settlement Amount”), plus the employer share of payroll taxes on amounts considered wages. The Gross Settlement Amount will be used to pay: (1) Participating Class Members and Aggrieved Employees; (2) attorneys’ fees of up to one-third of the Gross Settlement Fund (\$3,333,333.33), plus reimbursement of actual litigation expenses and costs of up to \$50,000.00; (3) Enhancement Payments of \$20,000.00 for each of the three Named Plaintiffs; (4) \$240,000.00 to the resolution of the Private Attorneys’ General Act, including a \$180,000 payment to the California Labor and Workforce Development Agency; and (5) the Settlement Administrator’s fees and costs of up to \$15,000.00. The remaining amount is the Net Settlement Amount and will be used to pay Individual Settlement Payments.

7. How will my settlement payment be calculated?

- The Administrator will calculate an Individual Settlement Payment for weeks worked during the Class Period using the following formula: Individual Settlement Payment = (Individual Work Weeks ÷ Total Class Work Weeks) × Net Settlement Amount.
- Based on SHC’s records of your dates worked during the Class Period, your *estimated* payment as a Class Member is \$ _____. The actual amount of any payment may vary.**
- The Settlement Administrator used information from SHC’s records to calculate your payment. If the dates or job position listed in section 2 are incorrect, you may contact the settlement administrator at [mailing address, email, phone] to submit a dispute and any documents you have to support the disputed information by [45 days from mailing]. The Settlement Administrator will evaluate the information you provide and will make the final decision as to any dispute.
- Twenty percent (20%) of your settlement payment is subject to payroll deductions for applicable taxes and withholdings like any other paycheck, for which you will receive a Form W-2, and eighty percent (80%) of your settlement payment is not subject to deductions and will be reported on a Form 1099. Neither Class Counsel nor SHC’s counsel can advise you regarding the tax consequences of the settlement. You may wish to consult with your own personal tax advisor in connection with the settlement.

Settlement checks not cashed within 180 days of original issuance will be void.

8. Additional Payments for Aggrieved Employees

- The lawsuit also includes a California Private Attorneys General Act (“PAGA”) claim brought on behalf of the State of California that sought civil penalties from SHC.
- As part of the settlement of the PAGA claim, SHC agreed to pay \$240,000.00, which will be distributed according to PAGA’s requirement that 75% (or \$180,000) be distributed to the California Labor Workforce Development Agency and the remaining 25% (or \$60,000.00) will be paid to Aggrieved Employees.
- If you worked for SHC as (1) an operating nurse, (2) a peri-operative and/or post-operative nurse, or (3) a catheterization laboratory/endoscopy/ interventional radiology/procedure room nurse paid on an hourly basis between March 4, 2021 and April 13, 2024, you are an “Aggrieved Employee.” If the Court approves the PAGA settlement, Aggrieved Employees will release the Released PAGA Claims.
- Your individual PAGA settlement payment will be determined by your proportional share of the \$60,000 based on the number of Work Weeks you worked between March 4, 2021, and April 13, 2024.
- If you are eligible for a PAGA award, that award will be treated as penalties not subject to deductions and reported on a Form 1099.

HOW YOU GET A PAYMENT

9. How do I get my payment?

- If you want to receive a settlement payment, you do not need to take any action. It is your responsibility to update your mailing address with the settlement administrator to make sure they have your current address.

10. When will I get my settlement payment?

- The Court is scheduled to hold a hearing on _____, at _____ to determine whether to give final approval to the settlement. This date may change without further notice to class members. Please check [settlement website] to confirm that the date has not changed. You may also review the Court's online records at www.scscourt.org.
- If the Court grants final approval and no objections to the settlement are filed, settlement checks are anticipated to be mailed approximately two months after the court issues the final approval order. If an appeal is filed as a result of an objection to the settlement, then checks will be delayed.
- If you move, you must send the Settlement Administrator your new address; otherwise, you may not receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

11. What am I giving up by releasing my claims?

- If you want to receive a settlement payment, you will release the Released Class Claims. This means that you cannot sue, continue to sue, or be part of any other legal action against SHC or its related entities asserting the Released Class Claims. Released Class Claims are all claims, rights, demands, liabilities, and causes of action, which were or could have been raised in the Action based on the facts alleged in the Fourth Amended Complaint, during the Settlement Class Period. The Released Class Claims specifically include claims for (1) Failure to Provide Timely Meal Periods; (2) Failure to Pay Meal Period Premiums at the Regular Rate of Pay; (3) Failure to Provide Accurate Wage Statements; (4) Failure to Pay All Wages Owed at Separation; and (5) California Unfair Competition Law. The specific statutes released include but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 256, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 2698 *et seq.*, as well as Business & Professions Code § 17200 and Wage Order 5.
- In addition, if you worked for SHC as (1) an operating nurse, (2) a peri-operative and/or post-operative nurse, or (3) a catheterization laboratory/endoscopy/ interventional radiology/procedure room nurse paid on an hourly basis between March 4, 2021 and April 13, 2024, you also will release the Released PAGA Claims. Released PAGA Claims include violations listed and based on the facts alleged in Plaintiffs' March 4, 2022 and September 26, 2022 letters to the California Labor & Workforce Development Agency, including violations of Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7, 256, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2698-99 and Wage Order 5.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I opt out of the settlement?

- If you want to opt out, you will not receive payment and cannot object. You must submit a written Request for Exclusion to the Settlement Administrator, that: (i) states your name and Class Member ID (see the top of the Notice); (ii) includes a statement indicating your intent to exclude yourself from the settlement, such as "I wish to opt out of the settlement of the class action lawsuit titled *Veitch v. Stanford Health Care*"; and (iii) includes your signature. The Request for Exclusion must be postmarked by or otherwise received on or before **[INSERT DATE 45 DAYS FROM NOTICE MAILING]**.
- If you submit a Request for Exclusion, you might still receive a PAGA Award. You will retain the right to bring your own legal action against SHC for California Labor Code claims, excluding PAGA. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

- The Court has decided that the lawyers at Goldstein, Borgen, Dardarian & Ho are qualified to represent you and all Participating Class Members. These lawyers are called "Class Counsel." You do not need to hire your own attorney. If you do not opt out of the class and want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid?

- To date, Class Counsel have not been paid any money for their work or out-of-pocket expenses in this case. To pay for their time and risk in bringing this case without guarantee of payment unless they were successful, Class Counsel will request up to one-third of the Gross Settlement Amount (\$3,333,333.33) plus reimbursement for their out-of-pocket expenses up to \$50,000.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

15. How do I tell the Court that I disapprove of the settlement?

- If you have not submitted a Request for Exclusion, you can ask the Court to deny approval of the settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court does not approve the settlement, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing or made orally to the Court at the Final Approval Hearing. To object in writing, a Class Member must submit by mail to the Settlement Administrator ([address]) or to the Court (Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, CA 95113) no later than [forty-five (45) days after the Class Administrator's mailing of the Class Notice] a signed document that states: (1) the case name and number (*Veitch, et al. v. Stanford Health Care*, Case No. 22CV39500), (2) your name and Class Member ID (see the top of the Notice), , and (3) the basis for your objection and include any supporting documents. If you submit a written objection you may, but are not required to, appear in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

- You may also object by appearing in person or by remote appearance at the Final Approval Hearing. The judge overseeing this case encourages remote appearances. (As of August 15, 2022, the Court's remote platform is Microsoft Teams.) Class members who wish to appear remotely should contact Class Counsel at least three days before the hearing if possible. Instructions for appearing remotely are provided at https://www.sccscourt.org/general_info/ra_teams/video_hearings_teams.shtml and should be

reviewed in advance. Class members may appear remotely using the Microsoft Teams link for Department 7 (Afternoon Session) or by calling the toll-free conference call number for Department 7. Any class member who wishes to appear in person should check in at Court Services (1st floor, Downtown Superior Courthouse, 191 N. 1st St., San Jose) and wait for a sheriff's deputy to escort him or her to the courtroom for the hearing.

16. What's the difference between objecting and opting out?

- Objecting tells the Court that you do not like something about the settlement and asks the Court not to approve the settlement.
- Opting out (also known as excluding yourself) tells the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.
- If you submit both an objection and a Request for Exclusion, the Request for Exclusion will be deemed valid and the objection will be invalid. you intended to exclude yourself, and your objection will not be considered.

THE COURT'S FINAL APPROVAL/FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

- The Court will hold the Fairness (or Final Approval) Hearing on _____ in _____. This date may change without further notice to class members. Please check [**settlement website**] to confirm that the date has not changed.
- At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable and will consider any properly submitted objections. Please contact Class Counsel using the contact information provided in Section 20 below if you have any questions about the date and time of the Fairness Hearing.

18. Do I have to come to the fairness hearing?

- No. Class Counsel will attend the fairness hearing to answer questions the Court may have. You are welcome to attend at your own expense. If you send an objection, you do not have to attend. As long as you have not excluded yourself and have mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

19. Are there more details about the settlement?

- This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.XXX.com.

- The pleadings and other records in this litigation, including the Settlement Agreement, may also be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing and Service Website at www.scefiling.org, or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

20. How do I get more information?

- If you have other questions about the settlement or want more information, you can contact the Settlement Administrator, [phone number and email address](#) or Class Counsel:

Laura L. Ho and Ginger L. Grimes
Goldstein, Borgen, Dardarian & Ho
155 Grand Avenue, Suite 900
Oakland, CA 94612
1-866-796-6594

SHCMealBreakCounsel@gbdhlegal.com

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.