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7 Attorneys for Plaintiffs and Putative Class

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SANTA CLARA

10 ANDREW VEITCH, RAMONA McCAMISH, and  
11 BENNIE SUMNER, individually, and on behalf of  
12 others similarly situated,

13 Plaintiffs,

14 vs.

15 STANFORD HEALTH CARE, a corporation, and  
16 DOES 1-20, inclusive,

17 Defendants.

Case No. 22CV395001

CLASS ACTION

**DECLARATION OF LAURA L. HO IN  
SUPPORT OF PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT**

Date: September 29, 2024

Time: 1:30 p.m.

Dept: D7

Before: Hon. Charles Adams

1 I, Laura L. Ho, declare as follows:

2 1. I am a member in good standing of the Bar of the State of California and a partner at the  
3 law firm of Goldstein, Borgen, Dardarian & Ho (“GBDH” or “Plaintiffs’ Counsel”), in Oakland,  
4 California. I am counsel of record for the Plaintiffs in the above-captioned matter. I submit this  
5 declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class and PAGA  
6 Action Settlement. I have personal knowledge of the facts set forth in this declaration and could and  
7 would testify competently to them if called upon to do so.

8 2. I recommend approval of the proposed Settlement of wage and hour claims, which I  
9 consider to be an outstanding result for the Plaintiffs. The Settlement will pay class members an  
10 amount that I strongly believe is fair and reasonable, is in the best interests of the Settlement Class, and  
11 will result in prompt and reasonable financial benefit to the participating class members.

12 **A. Procedural and Factual Background of the Case.**

13 3. Defendant Stanford Health Care (“SHC”) operates several hospitals and medical  
14 facilities in the San Francisco Bay Area, including Stanford Hospital in Palo Alto, California.  
15 Plaintiffs and putative class are current and former employees of Defendant, who worked in California  
16 as nurses responsible for the medical care of patients and who frequently are assigned ten- and twelve-  
17 hour shifts.

18 4. Prior to filing a complaint, Plaintiffs’ Counsel conducted an intensive investigation into  
19 the facts underlying the alleged violations. We collected and reviewed documents relating to the pay  
20 that the Plaintiffs and others received, the policies governing them, and their day-to-day activities.

21 5. On March 4, 2022, Plaintiffs gave written notice by certified mail of Defendant’s  
22 alleged violations of various provisions of the California Labor Code to the Labor and Workforce  
23 Development Agency (“LWDA”) and to Defendant pursuant to the California Private Attorneys  
24 General Act (“PAGA”).

25 6. Plaintiffs supplemented their LWDA notice on September 26, 2022. The LWDA has  
26 not indicated an intention to investigate the alleged violations following any of the PAGA notice  
27 letters.

1           7.       Plaintiffs filed their original complaint in this Court on March 4, 2022, followed by a  
2 First Amended Complaint on May 10, 2022, a Second Amended Complaint on July 21, 2022, a Third  
3 Amended Complaint on December 15, 2022, and a Fourth Amended Complaint on September 12,  
4 2023. Defendants answered the Second Amended Complaint on August 22, 2022, the Third Amended  
5 Complaint on January 5, 2023, and the Fourth Amended Complaint on September 12, 2023.

6           8.       Plaintiffs allege that SHC failed to provide class members with adequate meal breaks,  
7 and chronic understaffing has left nurses unable to get adequate patient coverage to ensure timely meal  
8 breaks for all on-duty nurses. Plaintiffs allege that until August 2021, SHC told class members that  
9 they were not eligible for a meal period penalty if their meal period was provided between the end of  
10 their fifth and sixth hour of work and were eligible only for a penalty payment if their meal period was  
11 provided after the end of the sixth hour of work. Plaintiffs also allege that class members who worked  
12 more than ten hours in a day were not provided with a second meal period, the wage statements  
13 provided to class members did not show all premium wages owed and listed the incorrect rate of pay  
14 for meal period premium wages, and class members who stopped working for SHC were not paid all  
15 wages due.

16           9.       Following the Court's lift of the stay of discovery on July 13, 2022 (by Judge Patricia  
17 Lucas), Plaintiffs served form interrogatories, special interrogatories, and requests for production of  
18 documents on Defendant. Shortly thereafter, the Parties agreed to engage in early mediation with Mr.  
19 Jeffrey Ross and to limit SHC's responses to discovery to those documents that would aid settlement  
20 discussions. The Parties went to mediation with Mr. Ross on March 29, 2023. The Parties exchanged  
21 detailed mediation briefs and Plaintiffs provided their damages exposure calculations to Defendant and  
22 the mediator. Although the Parties did not reach a resolution at that time, they agreed to continue  
23 settlement discussions with the aid of Mr. Ross, while resuming formal discovery.

24           10.      For the Parties' settlement discussions and in response to Plaintiffs' discovery requests,  
25 SHC produced thousands of pages of documents, including personnel files for each of the three Named  
26 Plaintiffs, timekeeping data for the entire class, payroll data for the entire class, contact information for  
27 the entire class, job history assignment data for the entire class, meal period policy documents, payroll  
28

1 policy documents, employee handbooks, collective bargaining agreements, document and data  
2 retention policies, job descriptions, and thousands of pages of redacted documents related to meal  
3 break timing and exception requests maintained by SHC in hard copy form.

4 11. In addition to formal exchanges of discovery with Defendant, Plaintiffs' Counsel  
5 undertook substantial independent investigation, including in-depth interviews with Plaintiffs and  
6 many putative class members and reviewed many documents provided by Plaintiffs and putative class  
7 members, such as employee handbooks, wage statements, and emails with SHC management related to  
8 SHC's meal period policies and practices.

9 12. The Parties had a second mediation session with Mr. Ross on January 24, 2024, at  
10 which time they were able to reach a settlement in principle. Ahead of mediation, the Parties again  
11 exchanged mediation briefs and Plaintiffs provided updated damages assessments with Defendant and  
12 the mediator. After months of active negotiations, the Parties executed a memorandum of  
13 understanding on April 16, 2024 and a long form settlement agreement on May 10, 2024.

14 **B. The Terms of the Settlement.**

15 13. A true and correct copy of the Class Action and PAGA Action Settlement Agreement  
16 and Release is submitted herewith as **Exhibit A** ("Settlement Agreement" or "Settlement"). The  
17 Settlement calls for Defendants to pay at least \$10,000,000, plus the employer share of payroll taxes.

18 14. The Settlement proposes the appointment of Atticus Administration, LLC as Class  
19 Administrator and allocates an estimated \$15,000 for payment of administration expenses. Plaintiffs'  
20 Counsel sought bids from different administrators and selected what they viewed as the best option for  
21 the Class. Plaintiffs' Counsel has had positive experiences with Atticus in three prior cases and  
22 believes Atticus is an appropriate settlement administrator who will be able to perform the duties of  
23 administration. Atticus is a well-regarded administrator. In Plaintiffs' Counsel's experience, Atticus'  
24 bid was reasonable. Any funds allocated but not paid to the Settlement Administrator will be  
25 distributed to the class pro rata.

26 15. Atticus has confirmed that it has procedures in place to protect the security of class data  
27 and has adequate insurance in the event of a data breach or defalcation of funds and has provided a  
28

1 copy of its security policy to Plaintiffs’ Counsel. Atticus represented to Plaintiffs’ Counsel that it  
2 maintains insurance with AAA rated insurance carriers for professional liability and cybersecurity.

3 16. The Settlement Agreement contemplates that funds associated with checks uncashed  
4 after 180 days will be distributed to the State of California and held pursuant to the Unclaimed  
5 Property Law. Alternatively, if the Court does not approve escheatment to the State, the Parties have  
6 selected to split the uncashed amounts equally to two *cy pres* recipients. First, the parties have selected  
7 Asian Law Alliance (“ALA”), a non-profit legal organization based in Santa Clara County. ALA  
8 provides a variety of legal services, including services related to housing, public benefits, and civil  
9 rights, to residents of Santa Clara County and the broader Silicon Valley, with a focus on service to the  
10 Asian Pacific Islander and low-income communities in the South Bay.<sup>1</sup> ALA serves a community  
11 similar to the class in this case, who live and work in the San Francisco Bay Area, primarily at and  
12 near the main Stanford Hospital in Palo Alto. Second, the parties have selected Centro Legal de la  
13 Raza (“Centro”), a non-profit legal organization based in Alameda County representing low-income  
14 and immigrant workers, tenants, and others. One of Centro’s primary areas of legal service is  
15 dedicated to low-income workers experiencing wage theft.<sup>2</sup> Centro’s services support California  
16 workers in pursuit of their rights under the California Labor Code, like the objectives of the lawsuit  
17 here.

18 **C. The Proposed Notice Is Appropriate.**

19 17. The proposed Class Notice will notify all Settlement Class Members of the terms of the  
20 settlement, that their rights may be affected by the settlement, that they may participate, opt out of, or  
21 object to the settlement.

22 18. English-only notice is appropriate in this case because Class Members, who are trained  
23 and state-certified nurses, are expected to understand and communicate in English as part of the  
24 performance of their job duties.

25  
26  
27 <sup>1</sup> See “About Us,” Asian Law Alliance, at: <https://asianlawalliance.org/about-us/>.

28 <sup>2</sup> See “Workers’ Rights,” Centra Legal de la Raza, at: <https://www.centrolegal.org/workers-rights/>.

1           19. Plaintiffs note that the Santa Clara County Superior Court Guidelines for Motions  
2 Relating to Preliminary and Final Approval of Class Actions recommend including instructions to  
3 Class Members who want to access the Court’s docket online via two websites, but one of the websites  
4 ([www.scefiling.org](http://www.scefiling.org)) appears not to work and the proposed Class Notice therefore does not direct Class  
5 Members to that website.

6 **D. Class Certification for Settlement Purposes.**

7           20. Numerosity: Defendants’ employment records show that the number of class members  
8 is over 870.

9           21. Typicality: Plaintiffs Veitch, McCamish, and Sumner are current or former nurses for  
10 SHC who allege that they suffered the same injuries as other Class Members a result of Defendant’s  
11 meal period policies. Plaintiffs seek the same relief as the rest of the class.

12           22. Adequacy: Based on my and my firm’s interactions with the named plaintiffs, I am  
13 aware of no conflict of interest between any of them and the class, and I believe that there are no such  
14 conflicts. As explained below, my firm and I are qualified to serve as class counsel.

15           23. Commonality: Common questions of fact and law predominate over individual issues  
16 for the class. All Class Members were subject to the same meal break policies, the same policy of  
17 chronic understaffing, the same collective bargaining agreement, and the question of whether the Wage  
18 Order 5 Section 11(D) waiver can be in a collective bargaining agreement applies is a legal issue  
19 appropriate for class certification. Furthermore, an employer’s own records create a rebuttable  
20 presumption of violations such that class certification is particularly appropriate on meal period claims.  
21 Similarly, all Class Members were subject to the same policies that excluded shift differential pay from  
22 their meal period premiums.

23 **E. The Settlement Is an Excellent Result.**

24           24. For the reasons set forth below, I believe that the settlement is an excellent result. The  
25 Settlement involves a \$10 million fund, and based on class data ending September 17, 2023, Plaintiffs  
26 calculated rough estimated pre-tax gross average awards of about \$7,600 per Class Member, a  
27 significant award for a settlement primarily about meal period violations.

1           25.     The Settlement’s monetary relief compares favorably with Plaintiffs’ Counsel’s  
2 calculations of the realistic exposure to Defendants on the class claims.

3           a.       Late, Short, and Missed Meal Breaks: Defendant’s primary defense to this claim  
4 is that the nurses’ union bargained for a waiver of one of two meal breaks owed to nurses who worked  
5 longer than ten hours under Wage Order 5 section 11(D), which states: “Notwithstanding any other  
6 provision of this order, employees in the health care industry who work shifts in excess of eight (8)  
7 total hours in a workday may voluntarily waive their right to one of their two meal periods. In order to  
8 be valid, any such waiver must be documented in a written agreement that is voluntarily signed by both  
9 the employee and the employer. The employee may revoke the waiver at any time by providing the  
10 employer at least one day’s written notice. The employee shall be fully compensated for all working  
11 time, including any on-the-job meal period, while such waiver is in effect.”

12           b.       Plaintiffs’ position is that the collective bargaining agreement failed to meet the  
13 “clear and unmistakable” standard for CBA waivers of statutory rights, as the agreement does not set  
14 forth the Labor Code section 512 rights that are being waived and does not permit the employee to  
15 revoke the waiver at any time as required by Wage Order 5 section 11(D). *See Choate v. Celite Corp.*,  
16 215 Cal. App. 4th 1460, 1462 (2013); *Ehret v. WinCo Foods, LLC*, 26 Cal. App. 5th 1, 7 (2018).  
17 Plaintiffs, however, acknowledge the legal risks of their position and understand that no California  
18 appellate courts have decided whether a CBA may contain an enforceable waiver of a second meal  
19 period under section 11(D) and if so, whether the remaining meal period must begin by the end of the  
20 employee’s fifth hour of work.

21           c.       If Defendant won its waiver argument, the number of meal period violations at  
22 issue would drop significantly. Plaintiffs identified 206,080 shifts in Defendant’s data that lasted  
23 longer than ten hours, such that under Labor Code section 512 the employee should receive a second  
24 meal period. If Labor Code section 512 applies, the data show 205,323 of those shifts over ten hours  
25 with meal period violations – over 99.6% of 10+ hour shifts have meal period violations. Assuming  
26 the enforceability of the waiver, however, Plaintiffs identify only 88,614 meal period violations for  
27  
28

1 those shifts (*i.e.* no meal period at all or a meal period under 30 minutes) – only about 43% of 10+  
2 hour shifts have meal period violations.

3 d. Additionally, crediting the common employer defense that meal periods close to  
4 but not quite thirty minutes is indicative of employee choice to return to work early rather than an  
5 employer’s failure to provide a full meal period, Plaintiff’s estimated violation rate drops even further:  
6 the data show only 5,307 shifts over ten hours with meal periods under 25 minutes (1.1% of 10+ hour  
7 shifts). For shifts between six and ten hours, Plaintiffs count 149,437 total shifts, of which 100,424  
8 have meal period violations (no meal period, meal period under thirty minutes, or meal period after the  
9 end of the fifth hour of work), or 67.2% of shifts between six and ten hours; but excluding meal period  
10 violations for meal periods between 25 and 30 minutes, Plaintiffs count only 71,338 meal period  
11 violations, or 47.7% of shifts between six and ten hours.

12 e. SHC takes the position that class certification is inappropriate on Plaintiff’s  
13 meal period claims given the differences among class members and individualized issues presented.  
14 Class members belong to a variety of surgery and non-surgery departments, each with different meal  
15 period policies and practices, including coverage practices. SHC also argues that nurses, particularly  
16 those working 12-hour shifts, prefer to take a single meal period in the middle of their shift than two  
17 unpaid thirty-minute breaks and voluntarily decline a timely meal break by the end of the fifth hour of  
18 work.

19 f. Plaintiffs believe that the maximum exposure Defendant faces if the class were  
20 to prevail on the meal period claims (including missed, short, and untimely first and second meal  
21 periods) including interest, is \$35.9 million. Applying a discount of 50% of second meal period  
22 violations if Defendant wins on its waiver argument and accounting for an 85% discount for litigation  
23 risks on meal periods close to 30 minutes (25 minutes or longer), Defendant’s exposure is \$12.7  
24 million. Accounting for class certification risks with a 20% overall exposure discount and another  
25 10% discount for risks on the merits of the remaining meal period violations, Plaintiffs estimate that  
26 Defendant’s realistic exposure on their meal period claims is about \$9.2 million.



1 g. Failure to Pay Meal Period Premiums at the Regular Rate of Pay: Plaintiffs  
2 alleged that even when Defendant paid meal period premiums, it paid at the base hourly rate instead of  
3 at the regular rate of pay, which should include other forms of compensation, such as night and  
4 weekend shift differential pay. Plaintiffs estimate a relatively low maximum exposure on this claim:  
5 \$113,736 including interest.

6 h. Wage Statement and Waiting Time Penalties: Plaintiffs allege derivative  
7 violations for wage statement and waiting time penalties, which are subject to the litigation risks  
8 described above. Additionally, the exposure on Plaintiffs' wage statement claim was significantly  
9 limited by the settlement of a related case involving wage statement claims. On April 7, 2023, the  
10 plaintiffs in *Audycki et al. v. Stanford Health Care*, No. 19CV347173 (Santa Clara Super. Ct.)  
11 (consolidated with Case Nos. 19CV360010 and 20CV365879) filed a motion for preliminary approval  
12 of a class action settlement involving SHC and a class of non-exempt employees of SHC. The  
13 language of the release in *Audycki* carved out the entirety of the *Veitch* case except for "claims related  
14 to inaccurate or non-compliant wage statements under Labor Code § 226" through the end of the  
15 *Audycki* class period, which ended on April 1, 2023. See Jt. Stip. of Class Action & PAGA Settlement  
16 & Release of Claims at p. 10, *Audycki*, No. 19CV347173 (Santa Clara Cnty. Super. Ct. Apr. 7, 2023).  
17 Judge Sunil R. Kulkarni entered an order granting final approval of the *Audycki* settlement on October  
18 19, 2023. Therefore, Plaintiffs' wage statement penalty exposure is limited to April 2, 2023 through  
19 the end of the *Veitch* class period on April 13, 2024.

20 i. Defendant will likely argue that even if a wage statement violation did result, it  
21 was not the result of a "knowing and intentional" failure. Defendants will argue that they are not liable  
22 for penalties under the "subsequent pay periods" rate in California Labor Code section 226(e)(1). In  
23 addition, Plaintiffs will likely face arguments that employees did not suffer injury as a result of any  
24 wage statement violations and that there was a good faith dispute as to whether meal period premium  
25 wages were due.

26 j. Accounting for the limited liability period for their wage statement claims given  
27 the *Audycki* settlement and release, Plaintiffs estimate a maximum exposure of \$660,300, or \$589,100  
28

1 excluding violations related to SHC’s waiver argument. Applying a 60% discount for the good faith  
2 defense and a 10% discount for the risk on subsequent penalties, Plaintiffs calculate a realistic  
3 exposure of \$350,000.

4 k. For waiting time penalties under Labor Code section 203, Defendants will assert  
5 that there is a “good faith dispute” that meal premium wages were due and that no penalties should be  
6 imposed. Plaintiffs calculate a maximum exposure on waiting time penalties of \$8,802,915 for 233  
7 class members who stopped working for SHC during the class period. Applying an 80% discount  
8 based on the risks on the merits of Plaintiffs’ meal period claims, and a 75% discount for Defendants’  
9 good faith dispute argument, a realistic exposure for the waiting time penalties is approximately  
10 \$440,000.

11 l. Considering all the litigation risks and applying the discounts explained above,  
12 Plaintiffs estimate that the *realistic* exposure for these claims is approximately \$9,971,346.

13 26. Plaintiffs and the Class face significant risks on the merits and at class certification.  
14 Without the Settlement, Plaintiffs and the Class would experience a lengthy delay before receiving any  
15 recovery. Plaintiffs would have to move for and win class certification, complete merits discovery,  
16 defeat a likely motion for summary adjudication, and prepare for and prevail at trial. Even if Plaintiffs  
17 were to win the issue of whether a collective bargaining agreement may waive a meal period and the  
18 timing of the remaining meal period on behalf of nurses under Wage Order 5, Defendant would surely  
19 continue to litigate the question on appeal. Continued litigation will result in additional expenses,  
20 including attorneys’ fees, costs of Defendant depositions, and expert fees. Thus, this Settlement  
21 provides substantial benefits to Class Members by ensuring timely and meaningful relief.

22 27. Plaintiffs’ Counsel believe the Settlement of \$10 million plus the employer’s share of  
23 payroll taxes is an excellent result for the value of the claims and reasonable considering the litigation  
24 risks described above. Plaintiffs and the Class have been represented by experienced counsel, who  
25 have had numerous wage and hour class action settlements approved by federal and state courts and  
26 who have repeatedly been approved as Class Counsel. Defendant was likewise represented by  
27 experienced counsel.

1           28.     The Settlement was made in an adversarial context with parties represented by  
2 experienced counsel and was reached with the assistance of an experienced mediator, Jeffrey Ross.  
3 Prior to mediation the parties exchanged substantial amounts of information in formal discovery.  
4 Plaintiff served form interrogatories, special interrogatories, and requests for production of documents.  
5 SHC produced thousands of pages of documents, including personnel files for each of the three Named  
6 Plaintiffs, classwide timekeeping data, classwide payroll data, classwide contact information,  
7 classwide job history assignments, meal period policy documents, payroll policy documents, employee  
8 handbooks, collective bargaining agreements, document and data retention policies, job descriptions,  
9 and thousands of pages of redacted documents related to meal break timing and exception requests  
10 maintained by SHC in hard copy form. In addition to formal exchanges of discovery with Defendant,  
11 Plaintiffs' Counsel undertook substantial independent investigation, including in-depth interviews with  
12 each Named Plaintiff and several putative class members and reviewed many documents provided by  
13 Plaintiffs and putative class members, such as employee handbooks, wage statements, and emails with  
14 SHC management.

15           29.     Plaintiffs have efficiently obtained substantial and adequate information to arrive at a  
16 reliable estimate of the risk facing Plaintiffs' claims and the exposure Defendant faces.

17           30.     The PAGA allocation of the settlement is \$240,000, with 75% of that amount, or  
18 \$180,000, to be paid to the LWDA. The estimated PAGA penalties in this case stem from allegations  
19 that Defendant failed to: provide timely meal periods, pay meal period premiums, pay meal period  
20 premiums at the regular rate of pay, provide accurate wage statements, pay wages timely, pay all  
21 wages to separated employees, and maintain accurate records. Plaintiffs estimate the maximum  
22 exposure on their PAGA claim is over \$18 million.

23           31.     Plaintiffs acknowledge that the likelihood of recovering that full penalty amount is low.  
24 The PAGA allocation in this case is appropriate given all of the merits risks on the claims as discussed  
25 above, the open legal questions about the calculation of PAGA penalties, and the likelihood that a  
26 court would exercise its discretion to reduce PAGA penalties after trial.

1           32.     Plaintiffs’ Counsel has notified the LWDA of the settlement and will upload copies of  
2 this preliminary approval filing on the LWDA website after submission to this Court. Plaintiffs’  
3 Counsel will also notify the LWDA of the date, time, and location of the final approval hearing.

4 **F.     Service Awards and Claims Administrator.**

5           33.     In my view, the requested service awards of \$20,000 to each Plaintiff to compensate  
6 them for the critical role they played in stepping forward to bring this case, the time and effort they  
7 expended to help secure the result obtained for the Class, and in exchange for signing a general release  
8 broader than the release for the rest of the class are reasonable.

9           34.     Named Plaintiffs have expended significant amounts of time on this case, including  
10 being interviewed, searching for and providing documents to their lawyers, keeping their lawyers  
11 informed of changes in meal period policies at SHC, and preparing for and attending or being available  
12 at mediation. Their efforts secured a significant estimated average settlement award of \$7,600 – an  
13 outstanding result in a case primarily involving meal period violations – and only two years after filing  
14 their original complaint. Two of the Named Plaintiffs no longer work for SHC and therefore will  
15 receive smaller awards than Class Members who worked for a longer portion of the Class Period.  
16 Named Plaintiffs placed themselves in the spotlight and risked that future employers would learn of  
17 their role in the litigation and look unfavorably on it. Plaintiffs also took on the risks of paying costs  
18 personally if the defendant prevailed in the case.

19           35.     Plaintiffs’ proposed service awards will be the subject of a separate motion supported  
20 by admissible evidence.

21 **G.     Attorneys’ Fees and Costs.**

22           36.     Plaintiffs will file a separate motion for the requested attorneys’ fees, costs. At this  
23 time, Plaintiffs do not seek approval of the fees and costs, but only ask that the Court include the fee  
24 request in the Notice so that the Class can be informed of the provision.

25           37.     The Settlement authorizes Plaintiffs’ Counsel to request up to one-third of the gross  
26 settlement amount as fees and up to \$50,000 for reimbursement of litigation costs. Plaintiffs’ Counsel  
27 have incurred approximately \$50,000 in litigation costs to date. These costs include court-filing and  
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1 process-serving fees, e-discovery fees, mediation costs, online research costs, postage costs, and  
2 copying costs. This amount is modest and reflects efficient litigation of the case. Plaintiffs' Counsel  
3 will provide the court with updated costs information and additional briefing in the final approval  
4 motion.

5 **H. Qualifications for Appointment as Class Counsel for Purposes of the Settlement.**

6 38. GBDH is a plaintiffs' complex and class action firm that was founded in 1972, in  
7 Oakland, California. GBDH has a national practice. We have litigated class and collective action  
8 lawsuits over the last fifty years in Arizona, Florida, Georgia, Illinois, Massachusetts, Missouri,  
9 Minnesota, Maryland, New Jersey, New York, Oregon, Pennsylvania, Tennessee, and Texas, as well  
10 as California, where our office is located.

11 39. GBDH long has been recognized as one of the leading plaintiffs' class action and  
12 employment litigation firms in the country. The National Law Journal listed the firm in its "A  
13 National Who's Who of the Top Lawyers in Employment Litigation." See "Bias Law Booms," The  
14 National Law Journal (July 27, 1992) at 36 (referring to the firm as "[i]n a league of their own").  
15 *Business Week* published an article featuring the class action litigation our firm has accomplished,  
16 referring to our firm as the "Swat Team of Bias Law." More recently, *The Recorder*, in San Francisco,  
17 listed all of the firm's partners as among the "top attorneys" in employment law in the San Francisco  
18 Bay Area. GBDH partners have been named "Northern California Super Lawyers" every year since  
19 2004. A copy of GBDH's bio is attached hereto as **Exhibit B**.

20 40. A copy of my resume is attached hereto as **Exhibit C**. I have practiced law since 1994,  
21 with an emphasis in employment litigation. I have been with GBDH since October 1998, became a  
22 partner in January 2005, and became a named partner in January 2013. From October 1998 until  
23 December 2004, I was an associate at GBDH. During my time at GBDH, I have been responsible for  
24 all facets of class action employment and other complex litigation, from pre-filing investigation  
25 through trial and appeal. Since approximately October 1998, I have spent most of my time  
26 representing workers in wage and hour matters, both individually and in class and collective actions,  
27 leading to favorable statewide class action and nationwide collective action settlements that have  
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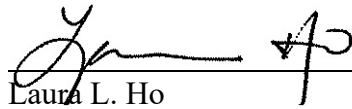
1 recouped millions of dollars in unpaid wages, including *Reni v. REACH Medical Holdings, LLC*, No.  
2 RG 20072101 (Alameda Cnty. Super. Ct.) (final approval granted in September 2023 for \$15 million  
3 settlement involving wage and hour claims for 895 flight crewmembers); *Dixon v. Cushman &*  
4 *Wakefield*, No. 3:18-cv-05813-JSC (N.D. Cal.) (final approval in April 2022 for \$4.9 million  
5 settlement fund for appraisers and senior appraisers under California law and FLSA); *Foster v.*  
6 *Advantage Sales & Mktg, LLC*, No. 18-cv-07205-LB (N.D. Cal.) (final approval in May 2020 of \$1.2  
7 million settlement fund for 59 California class members and 303 non-California opt-in eligible  
8 plaintiffs); *McBain v. Behr Process Corp.*, No. RG 17855986 (Alameda Cnty. Super. Ct.) (final  
9 approval in August 2018 of \$5 million settlement for 456 sales representatives); *Willey v. Techtronic*  
10 *Indus. North Am., Inc.*, No. RG16806307 (Alameda Cnty. Super. Ct.) (final approval in August 2017  
11 for \$3.5 million settlement for 343 field representatives); *Garcia v. PPG Indus., Inc.*, No. 3:15-cv-  
12 00319-WHO (N.D. Cal.) (final approval in July 2016 of \$500,000 settlement for 866 non-exempt  
13 employees in California and nationwide territory managers); *Talamantes v. PPG Indus., Inc.*, No. C  
14 13-04062-WHO (N.D. Cal.) (final approval in January 2016 of \$5 million settlement for 109 business  
15 development representatives); *Garcia v. Oracle*, No. RG 07321026 (Alameda Cnty. Super. Ct.) (final  
16 approval in 2012 of \$35 million settlement for 1,725 software employees); *Galv, et al. v. Genentech*,  
17 No. 505266 (San Mateo Cnty. Super. Ct.) (final approval in 2012 of \$2.1 million settlement for 106  
18 foundation specialists); *Zamora, et al. v. Balboa Life & Casualty, LLC, et al*, No. BC360026 (Los  
19 Angeles Cnty. Super. Ct.) (final approval in 2013 \$6 million settlement for approximately 10,631  
20 employees denied proper meal and rest breaks); *Myart v. Autozone*, No. 05CC03219 (Orange Cnty.  
21 Super. Ct.) (final approval in November 2011 of \$9 million settlement on behalf of hourly workers  
22 statewide); *Contreras v. Bank of America*, No. CGC-07-467749 (San Francisco Cnty. Super. Ct.) (co-  
23 lead counsel in \$16.65 million settlement for 3,000 mortgage loan officers in California approved in  
24 2010); *Meyn v. Peet's Coffee & Tea, Inc.*, No. RG08398070 (Alameda Cnty. Super. Ct.) (final  
25 approval in 2010 of \$2.6 million settlement for over 400 store managers); *Mousai v. E-Loan, Inc.*, No.  
26 06-01993 SI (N.D. Cal.) (\$13.6 million settlement in overtime class action for mortgage salespeople  
27 approved in May 2007); *Lin v. Siebel Systems, Inc.*, No. CIV 435601 (San Mateo Cnty. Super. Ct.)  
28

1 (final approval in 2007 for \$27.5 million class action settlement in overtime case for certified class of  
2 over 800 software engineers); *Butler v. Countrywide*, No. BC 268250 (Los Angeles Cnty. Super. Ct.)  
3 (\$30 million class settlement for over 450 misclassified account executives approved in 2005).

4 41. Drawing on their experience, Plaintiffs' Counsel believes that the Settlement is  
5 reasonable considering the litigation risks described above.

6 42. GBDH has committed to supporting this litigation with adequate resources, including  
7 professional and para-professional staffing, and litigation costs. Our firm has, in the past decades,  
8 handled many large employment class actions both alone and in conjunction with co-counsel firms.  
9 Our firm will commit the staffing that may be required to represent the class effectively.

10  
11 I declare under penalty of perjury under the laws of the State of California and the United  
12 States that the foregoing is true and correct. Executed this 13th day of May 2024, in Oakland, CA.

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15  \_\_\_\_\_  
16 Laura L. Ho  
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# **EXHIBIT A**



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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           KK. “Settlement Class Members” means all Class Members who do not submit a valid  
2 Request for Exclusion. Settlement Class Members will receive an Individual Settlement Payment  
3 without the need to submit a claim form. Settlement Class Members will release all of the Released  
4 Claims and be bound by all terms of the settlement and any final judgment entered in this Action.

5           LL. “Settlement Class Period” shall mean the time period from and including March 4, 2018  
6 through April 13, 2024.

## 7   II.     RECITALS

8           A.     Class Certification. The Parties stipulate and agree to certification for this Settlement.  
9 This Agreement is subject to approval by the Court and is made for the sole purpose of a settlement of  
10 this Action. Should the Settlement not become final and effective, class certification shall immediately  
11 be set aside and the Settlement Class immediately decertified, subject to further proceedings on the  
12 motion of any party to certify or deny certification. The Parties’ willingness to stipulate to class  
13 certification as part of the Settlement shall have no bearing on, and shall not be admissible in or  
14 considered in connection with, the issue of whether any class or sub-class should be certified in a non-  
15 settlement context in this Action and shall have no bearing on, and shall not be admissible or  
16 considered in connection with, the issue of whether any class or sub-class should be certified in any  
17 other lawsuit.

18           B.     Settlement Negotiations. The Parties participated in mediation with respected mediator  
19 Jeffrey A. Ross on March 29, 2023 and January 24, 2024. As part of the mediation process, the Parties  
20 exchanged information necessary to engage in productive settlement negotiations. The mediated  
21 negotiations resulted in this settlement to resolve the Action in its entirety.

22           C.     Benefits of Settlement. Plaintiffs and Class Counsel recognize the expense and length  
23 of continued proceedings that would be necessary to litigate this dispute through trial and through any  
24 appeals. Plaintiffs have also considered the uncertainty and risks regarding the outcome of further  
25 litigation and the difficulties and delays inherent in any such litigation. Plaintiffs and Class Counsel  
26 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the  
27 Action, both generally and in response to Defendant’s defenses, and the difficulties in establishing  
28 damages and civil penalties for the Class Members and Aggrieved Employees. Based on those factors,

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 \_\_\_\_\_

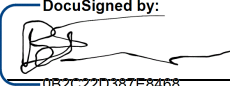
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Andrew Veitch, Plaintiff

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Bennie "Jon" Sumner, Plaintiff

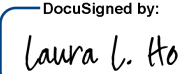
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Dawn Rorig  
Senior Vice President, Chief Human Resources Officer  
On behalf of Defendant STANFORD HEALTH CARE

**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

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Dated: May \_\_, 2024

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Bennie "Jon" Sumner, Plaintiff

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*Linda Hoff*  
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\_\_\_\_\_  
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:**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>RECEIVE A SETTLEMENT CHECK</b>	If you do nothing, you will remain a part of this case, release claims (listed below) against SHC, and be sent a settlement check.
<b>EXCLUDE YOURSELF</b>	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.
<b>OBJECT</b>	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](http://www._____.com), by contacting Class Counsel at [SHCMeanBreakCounsel@gbdhlegal.com](mailto: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](http://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. 1<sup>st</sup> 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.sccourt.org/general\\_info/ra\\_teams/video\\_hearings\\_teams.shtml](https://www.sccourt.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](http://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](http://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](mailto:SHCMealBreakCounsel@gbdhlegal.com)

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

# **EXHIBIT B**

**GOLDSTEIN, BORGEN, DARDARIAN & HO**

155 Grand Ave, Suite 900 ♦ Oakland, CA 94612

(510) 763-9800 ♦ (510) 835-1417 (fax)

www.gbdhlegal.com

Goldstein, Borgen, Dardarian & Ho (“GBDH”) concentrates on complex and class action litigation on the plaintiff side, including wage and hour, employment discrimination, disability access, consumer protection, environmental, voting rights, housing rights, and other public interest litigation. GBDH, founded in 1972, is one of the most successful private plaintiffs’ public interest firms in the country. The firm has a national practice and regularly litigates class action lawsuits in California, and has also litigated class actions in Arizona, Florida, Georgia, Iowa, Illinois, Massachusetts, Missouri, Michigan, Minnesota, Maryland, Nebraska, Oregon, New York, Pennsylvania, Tennessee, and Texas.

GBDH is one of the leading plaintiffs’ firms litigating wage and hour class and collective actions in California and nationally. The firm has successfully litigated cases on behalf of workers improperly denied overtime and other compensation in numerous wage and hour class and collective actions, including *Garcia v. Oracle* (\$35 million settlement), *Rosenberg v. IBM* (\$65 million settlement), *Butler v. Countrywide* (\$30 million settlement), *Lin v. Siebel* (\$27.5 million settlement), *Bullock v. Automobile Club* (\$19.5 million in settlement), *Contreras v. Bank of America* (\$16.65 million settlement), and *Mousai v. E-Loan* (\$13.6 million settlement). The firm has also played a part in strengthening the wage and hour laws for workers by submitting friends of the court briefs in several California Supreme Court cases and advocating for workers before the state administrative body that formulates the orders governing wages, hours and working conditions. The firm’s comments to the U.S. Department of Labor (DOL) opposing the proposed March 31, 2003 “white collar” overtime exemption regulations resulted in significant improvements in the final regulations as noted by the DOL in the *Federal Reporter* on April 23, 2004.

In the largest monetary recovery ever recovered against a private-sector company in a gender discrimination case brought under Title VII of the Civil Rights Act of 1964, GBDH obtained \$250 million for a class of women who were denied or deterred from positions as State Farm insurance sales agents (*Kraszewski v. State Farm General Ins., Co.*). As part of the settlement agreement in *Kraszewski*, which followed a successful trial, State Farm was required to fill 50 percent of its California sales position vacancies with women and to hire three female recruiters to find qualified women applicants. GBDH also obtained the largest monetary recovery at the time in a Title VII race discrimination case (*Haynes v. Shoney’s, Inc.*) in which \$132.5 million and broad injunctive relief was obtained on behalf of a class of African American employees and applicants. GBDH also negotiated an \$87.5 million settlement on behalf of women employees and applicants for sales positions at Home Depot stores in its Western Division (*Butler, et al. v. Home Depot, Inc.*). The settlement established new job selection procedures that created thousands of job opportunities in sales and management positions for women. GBDH also recovered \$80 million in a sex discrimination class action against Lucky Stores, Inc. (*Stender v. Lucky Stores, Inc.*). The settlement followed a three-month trial and two appeals to the Ninth Circuit Court of Appeals. Subsequently, the firm obtained similar relief in gender discrimination class action against Publix Super Markets, Florida’s largest private employer (*Shores v. Publix Super Markets, Inc.*). The Publix settlement included significantly increased job opportunities for women and \$81.5 million in monetary relief.

GBDH also successfully resolved a race discrimination class action against Southern California Edison that challenged compensation and promotion inequities of African American employees (*Rice v. Southern California Edison*). The settlement resulted in extensive injunctive

relief and a settlement fund of \$18.25 million. GBDH also co-counseled and negotiated a class action settlement in a gender discrimination case against MetLife (*Mitchell v. Metropolitan Life Ins. Co., dba MetLife*). The settlement provides for a payment of \$13.4 million and extensive nationwide injunctive relief affecting sales agents and sales managers. The firm successfully tried a race discrimination class action against Lufkin Industries, Inc. (*McClain v. Lufkin Industries, Inc.*) in the Eastern District of Texas and successfully defended the trial court judgment against two appeals to the Fifth Circuit Court of Appeals.

GBDH also litigated the largest public accommodations case to date under Title II of the 1964 Civil Rights Act (*Ridgeway v. Denny's*). This class action brought on behalf of African American customers of Denny's Restaurants in California resulted in a \$34.8 million settlement and established a monitoring system, training and other injunctive relief measures to assure that African American customers of Denny's nationwide receive non-discriminatory service in the future.

GBDH also has an active docket of disability access cases. The firm has been instrumental in negotiating landmark agreements on behalf of persons with vision impairments resulting in the installation of "talking ATMs" at thousands of Bank of America, Wells Fargo, Bank One, Wachovia, 7-11 and Citibank locations across the country and ensuring that persons with vision impairments receive banking materials in alternative formats, such as Braille and large print. The firm has also successfully litigated other cases involving access to public accommodations of behalf of persons with disabilities, including a class action against Macy's Department stores brought on behalf of persons with mobility disabilities. The firm recently obtained a watershed class action settlement requiring the Forty Niners to make Levi's Stadium accessible to persons with mobility disabilities and their companions and to compensate persons with mobility disabilities who were denied full and equal access to the Stadium through the creation of a \$24 million damages fund – the largest ever obtained in a case against a public accommodation under the Americans with Disabilities Act. In addition, the firm has successfully litigated cases involving access to public pedestrian facilities, including a recently approved class action settlement in *Willits v. City of Los Angeles*. The landmark settlement requires the City of Los Angeles to pay \$1.4 billion to make its sidewalks, curb ramps, crosswalks, and other walkways accessible to individuals with mobility disabilities.

GBDH's recent consumer cases have included a \$16 million settlement for Apple in-app subscribers in California and a \$10 million settlement against Twilio for alleged privacy violations.

GBDH also has successfully litigated Clean Water Act cases challenging excessive discharges of selenium into San Francisco Bay by Unocal, Tosco and Exxon Oil Companies, and a case brought against Dow Chemical Co., under California's Proposition 65 (prohibiting the discharge of carcinogens and other toxics into drinking water sources) resulting in injunctive relief, civil penalties and attorneys' fees in a combined total of more than \$12 million. GBDH has long been recognized as one of the top plaintiffs' firms in the country. In 2011 and 2012, the Recorder recognized the firm as one of the top ten "Leading Employment Practices" for plaintiffs in the Bay Area. The firm's partners are regularly recognized as "Superlawyers." As early as July 1992, *The National Law Journal* ("A National Who's Who of the Top Lawyers in Employment Litigation") stated that GBDH was, "In a league of their own on the plaintiffs' side, handling the largest class actions nationwide." A 1995 *Business Week* article called GBDH "the SWAT team of bias litigation," noting that in the prior three years, the firm "ha[d] collected more than \$600 million in damages and legal fees from companies its clients have sued for discrimination." In March 2004, *The Recorder*, San Francisco's daily legal newspaper, listed all of the firm's partners as among the "top attorneys" in employment law in the San Francisco Bay Area. GBDH partners have been awarded the "CLAY" (California Lawyer Attorneys of the Year) in 2000, 2008, and 2014 (by *California Lawyer* magazine), for "extraordinary achievement."

# **EXHIBIT C**



**LAURA L. HO**  
**GOLDSTEIN, BORGEN, DARDARIAN & HO**

155 Grand Ave, Suite 900  
Oakland, CA 94612  
(510) 763-9800  
(510) 835-1417 (fax)  
lho@gbdhlegal.com  
www.gbdhlegal.com

**LEGAL EXPERIENCE**

**Goldstein, Borgen, Dardarian & Ho**, Oakland, CA, Partner, January 2005 – present; Associate, October 1998 – December 2004. Plaintiffs’ federal and state court employment class action litigation. 2009 California Lawyer of the Year Award Winner for employment law. 2006, 2010-2023 Super Lawyer. Top Attorney In Northern California, San Francisco Magazine August 2011. Best Lawyer’s 2014 and 2018 Lawyer of the Year for Oakland in Litigation-Labor and Employment.

**The Honorable John C. Coughenour**, Chief Judge of the Federal District Court of the Western District of Washington, Seattle, WA; Judicial Law Clerk, September 1997 – September 1998.

**ACLU Foundation National Immigrants’ Rights Project**, San Francisco, CA; Staff Counsel, November 1996 to September 1997. Federal court litigation on behalf of immigrants.

**Asian Law Caucus, Inc.**, San Francisco, CA; Attorney (NAPIL Equal Justice Fellow), September 1994 to October 1996; Legal Intern, June to August 1993. Conducted wide-ranging advocacy on behalf of low-wage immigrant workers, including litigation and policy work; established workers’ rights clinic for Asian immigrant workers; supervised law students.

**EDUCATION**

**Yale Law School**, New Haven, CT; J.D., June 1994

**Honors:** Connecticut Bar Fellowship, 1993-94; Raphael Lemkin Human Rights Fellowship, 1992-93; Stephen J. Massey Prize, 1992-93

**Activities:** Lowenstein International Human Rights Project, Director, 1992-93; Pacific Islander, Asian and Native American Law Student Association, Executive Board Member and Coordinator for Minority Recruitment, 1992-93; Yale Journal of International Law, Editor, 1991-92.

**University of Washington**, Seattle, WA; B.A. in History, B.A. in International Studies, June 1991

**Honors:** *Cum Laude*, yearly High Scholarship all four years.

**BAR ADMISSION**

1994; California, U.S. District Court, Northern District of California and U.S. Court of Appeals, Ninth Circuit; 1995, U.S. District Court, Central District of California; 1997, U.S. Court of Appeals, 10th Circuit

## **PROFESSIONAL AFFILIATIONS**

Asian Law Caucus, Board Member, 2005 – 2014

San Francisco Bar Association, Labor and Employment Committee, Executive Member 2006-2008  
NELA, elected Executive Board Member 2016 – 2019, Wage and Hour practice group chair  
(former)

ABA, Labor & Employment Law Section, Diversity and Inclusion in the Legal Profession, Plaintiff  
Co-Chair (former)

ABA, Labor & Employment Law Section, FLSL subcommittee co-chair (2019-22), Midwinter  
Report Co-Editor in Chief, State Law Midwinter Report Senior Editor

Fellow of the College of Labor and Employment Law

## **LITIGATION EXPERIENCE**

(partial listing)

Vancleave v. Abbott, (Superior Court, Santa Clara County) (class counsel in certified consumer  
class action challenging label statements on Peditasure)

Reni v. Reach, (Superior Court, Alameda County) (final approval of \$15 million wage and hour  
class settlement in 2023)

Dixon v. Cushman & Wakefield, (N.D. Cal.) (final approval of \$4.9 million class and collective  
action wage and hour settlement in 2022)

Yumori-Kaku v. City of Santa Clara, (2020) 59 Cal.App.5th 385 (California Voting Rights Act case  
brought on behalf of Asian American voters, won at trial and appeal, and settled in 2021)

Flowers v. Twilio, (Superior Court, Alameda County) (final approval of \$10 million settlement for  
certified class of consumers granted in 2019)

Siciliano v. Apple, (Superior Court, Santa Clara County) (final approval of \$16 million settlement  
for certified class of consumers in California granted in 2018)

Willey v. TTI, RG16806307 (Superior Court, Alameda County) (final approval of \$3.5 million  
settlement for 350 California class members approved in August 2017)

In re Uber FCRA, 14-CV-05200-EMC (N.D. Cal.) (final approval of nationwide FCRA class action  
settlement granted in 2018)

Talamantes v. PPG Indus., Inc., 13-cv-4062-WHO (N.D. Cal.) (final approval of \$5 million  
settlement on behalf of 109 class and collective action members nationwide granted in December  
2015)

Vasquez v. USM, Inc., C13-05449 WHA (N.D. Cal.) (final approval of California wage and hour  
class action settlement on behalf of janitors granted in 2015)

Willner v. Manpower Inc., 11-cv-2846 (final approval of \$8.75 million settlement for temporary  
employees granted in 2015)

Bennett v. SimplexGrinnell, 11-CV-01854-JST (N.D. Cal.) (final approval of \$4.9 class settlement  
on behalf of employees who perform testing and inspection of fire and sprinkler systems for  
prevailing wages granted in 2015)

Welch v. Genentech, Case No. CIV 524550 (Superior Court, San Mateo County) (final approval of \$2.95 million class settlement granted in December 2014)

Lange v. Ricoh, Case No. RG13682710 (Superior Court, Alameda County) (final approval granted in December 2014 of class settlement for 250 account executives for expense reimbursements)

Melliz v. Bellflower, Case No. BC551555 (Superior Court, Los Angeles County) (California Voting Rights Act case brought on behalf of Latine voters settled in January 2015)

Moreno v. Anaheim, Case No. 30-2012-00579998-CU-CR-CXCA (Superior Court, Orange County) (California Voting Rights Act case brought on behalf of Latine voters settled in January 2014)

Rios v. ABC Unified School District, BC505510 (Superior Court, Los Angeles County) (California Voting Rights Act case brought on behalf of Latine voters settled in November 2013)

Macey v. Wells Fargo, JCCP 4654 (Superior Court, San Francisco County) (final approval of \$3 million class settlement granted in March 2014)

Morazan v. Aramark, No. 13-CV-00936-YGR (N.D. Cal.) (final approval of \$2.75 million class settlement granted in November 2013)

Vemulapati v. Siebel Systems Inc., No. RG 13662755 (Superior Court, Alameda County final approval of class action settlement granted in September 2013)

Zamora v. Countrywide, BC 360026 (Superior Court, Los Angeles County) (class settlement for over 10,000 hourly employees for meal and rest and other claims given final approval in March 2013)

Garcia v. Oracle, RG 07321026 (Superior Court, Alameda County) (certified class action regarding misclassification and related claims for 1,700 computer and technical employees; final approval of \$35 million class settlement granted in March 2012)

Galu v. Genentech, Inc., No. CIV505266 (Superior Court, San Mateo County) (lead counsel for \$2.1 million settlement for approximately 100 people; final approval granted in 2012)

Myart v. Autozone, Case No. 05CC03219 (Superior Court, Orange County) (Class counsel in certified class action for over 30,000 hourly workers for off the clock claims; final approval granted in November 2011)

Contreras v. Bank of America, Case No. CGC-07-467749 (Superior Court, San Francisco County) (\$16.65 million class settlement for California mortgage loan officers finally approved in 2010)

Meyn v. Peet's, No. RG08398070 (Superior Court, Alameda County) (\$2.6 million class settlement for California Store Managers finally approved in 2010)

Mousai v. E-Loan, Inc., No. 06-01993 SI (N.D. Cal.) (\$13.6 million settlement in overtime class action for mortgage salespeople approved in May 2007)

Lin v. Siebel Systems, Inc., No. CIV 435601 (Superior Court, San Mateo County) (\$27.5 million class action settlement in overtime case for certified class of over 800 software engineers approved in 2007)

Butler v. Countrywide, No. BC 268250 (Superior Court, Los Angeles County) (\$30 million class settlement for certified class of over 450 misclassified account executives approved in 2005)

Bullock v. Automobile Club of Southern California, No. SACV01-731GLT (C.D. Cal.) (FLSA collective action certified for over 500 opt-in Sales Agent plaintiffs; \$19 million settlement approved in 2004)

Cruz, et al. v. Estados Unidos Mexicanos, et al., No. C01-00892 CRB (N.D. Cal.) (counsel for settlement class of WWII era braceros for return of “savings fund” wages)

Gentry v. Superior Court (Circuit City Stores), No. S141502 (Cal. 2007) (counsel for amici curiae in overtime case involving class action waiver in arbitration agreement)

Sav-on Drug Stores, Inc. v. Superior Court, 34 Cal. 4th 319 (2004) (counsel for amici curiae in case involving class certification standards in California)

Morillion v. Royal Packing Co., 22 Cal. 4th 575 (2000) (counsel for amici curiae in case involving definition of “hours worked” under California Labor Code)

Earley v. Superior Court, 79 Cal. App. 4th 1420 (2000) (counsel for amici curiae in case involving California’s one-wage fee shifting statute for overtime wage claims)

Cuadra v Millan, 17 Cal. 4th 855 (1998) (writ proceeding successfully challenging DLSE’s practice of calculating back wages from date of hearing rather than date of filing of claim)

Bureerong v. Uvawas, 922 F. Supp. 1450 (C.D. Cal. 1996) (group action for wages and other damages for Thai sweatshop workers held in virtual “slave” sweatshop)

Sale v. HCC, 509 U.S. 155 (1993) (challenge to U.S. policy of interdicting on the high seas Haitians fleeing from Haiti and returning them to Haiti without determining whether those returned are refugees as defined under international law)

HCC v. Sale, 823 F. Supp. 1028 (E.D.N.Y. 1993) (successfully challenging U.S. policy of indefinite detention of Haitian refugees who tested positive for HIV)

### **CONFERENCE PRESENTATIONS AND PUBLICATIONS (partial listing)**

16th Annual ABA Section of Labor and Employment Law Conference, Washington, D.C. (Nov. 2022)

PLI’s Cutting Edge Employment Law Issues 2019: The California Difference, San Francisco, CA (Sept. 2019) (program co-chair and panelist)

National Employment Lawyers Association, Litigating Wage & Hour Cases: Challenges & Opportunities, Silver Spring, MD (April 2017)

## **PUBLICATIONS**

(partial)

Contributing Editor, The Fair Labor Standards Act, Cumulative Supplement, Bureau of National Affairs, Inc.

Chapter and Senior Editor, Wage and Hour Laws, A State-by-State Survey, Main Volume and Supplements, ABA Section of Labor and Employment Law

Practising Law Institute Employment Law Yearbook, Co-Editor for Chapter 6 “EEO Class Actions” 2015-23.

### **Articles:**

*Collective Action Basics*, 10 Emp. Rts. and Emp. Pol’y J. 427 (2006)

*Litigation of Wage and Hour Collective Actions Under the Fair Labor Standards Act*, 7 Emp. Rts. and Emp. Pol’y J. 129 (2003) (with David Borgen)

*(Dis)assembling Rights of Women Workers on the Global Assemblyline: Human Rights and Garment Industry*, 31 Harv. C.R.-C.L. L. Rev. 383 (1996) (with Cathy Powell and Leti Volpp).

*Worker Protection Compromised: The Fair Standards Act Meets the Bankruptcy Code*, 2 Asian Pac. Am. L.J. 38 (1994) (with Lora Jo Foo and Thomas M. Kim).

*Litigating as Law Students: An Inside Look at Haitian Centers Council*, 103 Yale L.J. 2337 (1994) (with Victoria Clawson and Elizabeth Detweiler).