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9
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11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13 MARCELLA BROCK & ADENIKE
FAJEMISIN, as individuals, and on behalf of all
14 persons similarly situated,

15 Plaintiffs,

16 vs.

17 DIGNITY HEALTH, a California corporation;
TRUSTAFF, an Ohio corporation; TRUSTAFF
18 MANAGEMENT LLC, an Ohio limited liability
company; TRUSTAFF MANAGEMENT, INC.,
19 an Ohio corporation, TRUSTAFF
HEALTHCARE SOLUTIONS, a California
20 limited liability company; and DOES 1 through
100, Inclusive,

21 Defendants.
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Case No. BC616408

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Joint Stipulation of Class Action Settlement along with all of its attachments and exhibits ("Stipulation" or "Settlement") is entered into between Plaintiff Marcella Brock ("Plaintiff Brock") and Plaintiff Adenike Fajemisin (collectively "Plaintiffs" or "Class Representatives"), as Class Representatives on behalf of the Class (as defined in Section II of this Stipulation), on the one hand, and Defendants Trustaff Management, Inc., a Ohio limited liability company, Trustaff Healthcare Solutions, a former Ohio limited liability company (collectively, "Trustaff Defendants" or "Trustaff"), and Dignity Health, a California corporation, on the other hand (the Trustaff Defendants and Dignity Health are collectively referred to as "Defendants"), and is subject to the terms and conditions hereof and the approval of the Court. Plaintiffs, Dignity Health, and the Trustaff Defendants are referenced collectively herein as "the Parties."

I. CONDITIONAL NATURE OF STIPULATION

1.1 This Stipulation is made for the sole purpose of settling the above-captioned action on a class-wide basis. This Stipulation is made in compromise of disputed claims as set forth in the action pending in the Superior Court of the State of California, County of Los Angeles, entitled *Brock, et al. v. Dignity Health, et al.*, Case No. BC616408 ("the Lawsuit"). Because the Lawsuit was pled as a class action and representative action under the California Private Attorneys General Act ("PAGA"), California Labor Code Section 2698, *et seq.*, this Settlement must receive the Court's preliminary and final approval. Cal. R. Ct. 3.769; Cal. Lab. Code § 2699(I)(2). The Parties enter into this Stipulation on a conditional basis as described in further detail below. In the event that the Court does not enter the Approval Order, or a Judgment is not entered in the Lawsuit, or in the event that a party withdraws from the Settlement, or the conditions precedent are not met for any reason, this Stipulation shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Stipulation shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152 and any other analogous rules of evidence that might apply. Moreover, in such event, the certification of the Class shall

1 also be automatically vacated and shall not constitute evidence or a binding determination that the
2 requirements for certification of a class for trial purposes in this action or in any other actions are
3 satisfied.

4 1.2 Nothing contained in this Stipulation, nor the fact of this Stipulation itself, shall be
5 construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the
6 part of the Releasees, as defined in Section 2.36 below. Nothing herein shall constitute an
7 admission by the Releasees that the Lawsuit was properly brought as a class or representative
8 action other than for settlement purposes. The Settlement of the Lawsuit, the negotiation and
9 execution of this Stipulation, and all acts performed or documents executed pursuant to or in
10 furtherance of this Stipulation or the Settlement: (i) are not, shall not be deemed to be, and may
11 not be used as, an admission or evidence of any wrongdoing or liability on the part of the
12 Releasees or of the truth of any of the factual allegations in the Lawsuit; (ii) are not, shall not be
13 deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the
14 part of the Releasees in any civil, criminal, or administrative proceeding in any court,
15 administrative agency or other tribunal; and (iii) are not, shall not be deemed to be, and may not
16 be used as, an admission or evidence of the appropriateness of these or similar claims for class
17 certification, representative action status or collective action certification other than for purposes
18 of administering this Stipulation. To the extent this Stipulation is deemed void or the Effective
19 Date does not occur, the Releasees do not waive, but rather expressly reserve, all rights to
20 challenge all such claims and allegations in the Action upon all procedural and factual grounds, as
21 well as asserting any and all other potential defenses or privileges. Class Representatives and
22 Class Counsel (as defined in Sections 2.10 and 2.7, respectively) agree that Releasees retain and
23 reserve these rights, and agree not to argue or present any argument, and hereby waive any
24 argument that, based on this Stipulation, Releasees cannot assert any and all potential defenses
25 and privileges if this Action were to proceed.

26 1.3 The Parties have entered into this Stipulation in good faith through an arms-length
27 negotiation following contentious litigation, and the Parties and their counsel of record agree to
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1 pursue and recommend approval of this Stipulation in good faith. The Parties further intend this
2 Stipulation to fully, finally, and forever resolve, discharge, and settle the Released Claims upon
3 and subject to the terms and conditions hereof.

4 **II. DEFINITIONS**

5 As used in this Stipulation, the following terms shall have the meanings specified below:

6 2.1 "Alleged Claims" means the claims that are alleged in the Second Amended Class
7 Action Complaint ("SAC") (which supersedes the First Amended Class Action Complaint
8 ("FAC") filed October 4, 2016) to be filed by the Class Representatives as a condition of this
9 Settlement, in the Superior Court of the State of California, County of Los Angeles, entitled
10 *Brock, et al. v. Dignity Health, et al.*, Case No. BC616408, including, but not limited to the
11 following causes of action: (1) Failure to Pay Overtime (Labor Code §§ 510 and 1194); (2)
12 Failure to Provide Meal Breaks (Labor Code §§ 226.7 and 512); (3) Failure to Provide Rest
13 Breaks (Labor Code § 226.7); (4) Failure to Provide Accurate Wage Statements (Labor Code §
14 226); (5) Failure to Pay All Wages Upon Termination of Employment (Labor Code §§ 201-203);
15 (6) Violation of Labor Code § 970; (7) Negligent Misrepresentation; (8) Violation of Business &
16 Professions Code § 17200 *et seq.*; (9) Failure to Reimburse Business Expenses (Labor Code §
17 2802); and (10) Private Attorneys General Act (Labor Code § 2698 *et seq.*), as well as the
18 following claims under the federal Fair Labor Standards Act ("FLSA"): (a) Failure to Pay
19 Minimum Wage (29 U.S.C. §§ 206, 215(a)(2)); (b) Failure to Pay Overtime (29 U.S.C. §§ 207,
20 215(a)(2)); (c) Failure to Maintain Requisite Payroll Records (29 U.S.C. §§ 211, 215(a)(5)); (d)
21 Failure to Pay All Wages Upon Termination of Employment; and (e) Failure to Reimburse
22 Business Expenses. Alleged Claims also means any and all claims asserted by the Class
23 Representatives for interest and attorneys' fees and costs.

24 "Alleged Claims" does not include the individual claims against the Truststaff Defendants
25 and Dignity Health by Plaintiff Brock ("Plaintiff Brock's Individual Claims"), as defined in
26 Section 2.29 below.

27 2.2 "Approval Order" means an Order Granting Final Approval of Settlement of the
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1 Lawsuit.

2 2.3 "Attorneys' Fees" means the fees for work performed by Class Counsel in
3 prosecuting this Lawsuit and approved for reimbursement by the Court as set forth in Section 9 of
4 this Stipulation.

5 2.4 "Claims Administrator" means Phoenix Settlement Administrators, which the
6 Parties have selected to administer this Settlement. The Parties may jointly select a different
7 claims administrator, subject to the Court's approval.

8 2.5 "Claims Administration Costs" mean the fees and expenses the Claims
9 Administrator reasonably and necessarily incurred as a result of performing the settlement
10 administration procedures and functions expressly required in this Stipulation and shall include
11 all costs of administering the Settlement, including, but not limited to, all tax document
12 preparation, custodial fees, and accounting fees the Claims Administrator reasonably and
13 necessarily incurred; all costs and fees associated with preparing, issuing and mailing any and all
14 notices and other correspondence to Class Members; all costs and fees associated with
15 computing, processing, reviewing, and paying the Settlement Payments, and resolving disputed
16 claims; all costs and fees associated with calculating tax withholdings and payroll taxes and
17 making related payment to federal and state tax authorities and issuing tax forms relating to
18 payments made under the Settlement; all fees and costs associated with any other payments to be
19 made out of or into the QSF (as defined in Section 2.31); all costs and fees associated with
20 preparing any tax returns and any other filings required by any governmental taxing authority or
21 agency; all costs and fees associated with preparing any other notices, reports, or filings to be
22 prepared in the course of administering disbursements from the QSF; and any other costs and fees
23 incurred and/or charged by the Claims Administrator in connection with the execution of its
24 duties under this Stipulation.

25 2.6 "Class" and "Class Members" mean all persons employed by the Released Parties
26 as non-exempt, temporarily assigned employees who were provided assignments at facilities in
27 the State of California from April 7, 2012 through the Preliminary Approval Date. The Class
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1 includes the estates of such persons and, if any such person is incompetent or deceased, the legal
2 representative or successor in interest as evidenced by reasonable verification. The Trustaff
3 Defendants have represented that, as of September 5, 2017, there were approximately 170 Class
4 Members.

5 2.7 "Class Counsel" means:

6
7 LAW OFFICES OF JASON D. AHDOOT
8 Jason D. Ahdoot (SBN 231670)
9 16633 Ventura Blvd., Ste. 555
10 Encino, CA 91436
11 Tel: 310.359.8340; Fax: 310.359.0290
12 jason@ahdootlaw.com

13 and

14 SHAKOURI LAW FIRM
15 Ashkan Shakouri (SBN 242072)
16 11601 Wilshire Blvd., 5th Floor
17 Los Angeles, CA 90025
18 Tel: 310.575.1827; Fax: 310.575.1872
19 ash@shakourilawfirm.com

20 2.8 "Class List" and "Class Data" mean a list of all Class Members that the Trustaff
21 Defendants will compile from its records and provide to the Claims Administrator. The Class
22 List shall be in a Microsoft Excel spreadsheet or some other computer-readable format, and shall
23 include each Class Member's full name, Last Known Address, total Work Weeks, and Social
24 Security number. The Class List will also verify the total number of Class Members and the total
25 number of Work Weeks.

26 2.9 "Class Period" means the period from April 7, 2012 through and including the
27 Preliminary Approval Date.

28 2.10 "Class Representatives" and "Plaintiffs" mean Plaintiffs Marcella Brock and
Adenike Fajemisin, their heirs and assigns and anyone acting on their behalf.

2.11 "Court" means the Superior Court of the State of California, County of Los
Angeles.

2.12 "Day" means calendar day, unless expressly stated otherwise.

1 2.13 "Dignity Health's Counsel" means:

2 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
3 Richard J. Simmons, Bar No. 72666
4 Daniel J. McQueen, Bar No. 217498
5 Melissa M. Smith, Bar No. 279467
6 Brett D. Young, Bar No. 305657
7 333 South Hope St., 43rd Floor
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10 Fax: +1.213.620.1398
11 rsimmons@sheppardmullin.com
12 dmcqueen@sheppardmullin.com
13 melissasmith@sheppardmullin.com
14 byoung@sheppardmullin.com

15 2.14 "Effective Date" means the date on which the Court's Approval Order becomes
16 final. For purposes of this paragraph, the Court's Approval Order "becomes final" upon the last
17 to occur of the following: (a) if there are no objections to the Settlement, the date of entry of the
18 Approval Order; (b) if there are objections to the Settlement, then after the applicable date for
19 seeking appellate review of the Court's final approval of the Settlement has passed, assuming no
20 appeal or request for review is filed; or (c) if an appeal is filed, the final resolution of that appeal
21 (including any requests for rehearing and/or petitions for writ of certiorari) resulting in the final
22 judicial approval of the Settlement.

23 2.15 "FLSA" means the federal Fair Labor Standards Act of 1938, as amended, 29
24 U.S.C. §§ 201, *et seq.*

25 2.16 "FLSA Settlement Class Members" means, and refers to, all Settlement Class
26 Members who cash or deposit any settlement checks and thereby are deemed to have opted into
27 the action for purposes of FLSA, and thereby released any claims such FLSA Settlement Class
28 Members may have under the FLSA as to the Released Federal Law Claims only.

 2.17 "Gross Settlement Amount" is the Trustaff Defendants' maximum funding
obligation under this Stipulation exclusive of their obligation to pay employer's side payroll
taxes. The Gross Settlement Amount is the sum of One Million, Four Hundred Thousand U.S.
Dollars (\$1,400,000.00), which includes Class Counsel's Attorneys' Fees, Litigation Expenses,
Claims Administration Costs, the PAGA Penalty Payment (as defined in Section 2.27 and

1 described further in Section 9), the Service Enhancement Payment to the Class Representatives
2 (as defined in Section 2.38 and described further in Section 8.4), and the amounts payable to the
3 Settlement Class. The Gross Settlement Amount does not include the Truststaff Defendants' share
4 of payroll taxes, which they shall pay separately.

5 2.18 "Gross Wages" means the total gross wages and bonuses received by a Class
6 Member during the Class Period while they were employed by Truststaff Healthcare Solutions in
7 the State of California during the Class Period.

8 2.19 "Judgment" means the judgment entered into by the Court certifying the
9 Settlement Class pursuant to this Stipulation following the granting of the Approval Order.

10 2.20 "Last Known Address" means the most recently recorded mailing address for a
11 Class Member as such information is contained in the personnel records maintained by Truststaff
12 Healthcare Solutions.

13 2.21 "Litigation Expenses" means those expenses and costs of litigation incurred by
14 Class Counsel incurred in prosecuting the Lawsuit and approved for reimbursement by the Court
15 as set forth in Section 9 of this Stipulation.

16 2.22 "Net Settlement Amount" means the Gross Settlement Amount less the Attorneys'
17 Fees, Litigation Expenses, Claims Administration Costs, the PAGA Penalty Payment, and the
18 Service Enhancement Payment to the Class Representatives. To the extent the Court does not
19 approve the full requested Litigation Expenses, Service Enhancement Payment, or Claims
20 Administration Costs, the Net Settlement Amount will increase.

21 2.23 "Notice of Pendency of Class Action Settlement And Final Hearing" or "Notice"
22 shall have the meaning set forth in Section 10.4 of this Stipulation, in the same or substantially
23 same form as set forth in Exhibit A to this Stipulation, to be approved by the Parties, through their
24 respective counsel, and the Court.

25 2.24 "Notice Packet" refers collectively to the documents mailed to the Class Members
26 pursuant to the terms of this Stipulation, and includes the following documents: (1) Notice
27 (Exhibit A); (2) Request for Exclusion (Exhibit B); and (3) a pre-printed return envelope
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1 addressed to the Claims Administrator.

2 2.25 "Notice Period" means a period of sixty (60) Days from the date the Claims
3 Administrator mails the Notice Packet to Class Members. If the 60th day falls on a Sunday or
4 holiday, the Notice Period shall end on the next business day that is not a Sunday or holiday.

5 2.26 "Notice Period Deadline" or "Response Deadline" shall be the date sixty (60)
6 Days, subject to Court approval, after the Notice Packet is first mailed to the Class Members by
7 the Claims Administrator for Class Members to submit a Request for Exclusion or objection to
8 the Settlement; and after the Claims Administrator sends a follow-up post card to remind Class
9 Members of the expiration of the claim period thirty (30) days prior to the expiration of the
10 Notice Period. The date of the postmark on the Request for Exclusion or Objection based on the
11 date on the return envelope, the date of the fax stamp, or the date of online transmission via the
12 settlement website, shall be the exclusive means used to determine whether a Class Member has
13 timely returned his/her Request for Exclusion or timely objected on or before the Response
14 Deadline.

15 2.27 "PAGA Penalty Payment" means the Ten Thousand Dollars (\$10,000) to be paid
16 to settle any and all Alleged Claims for which penalties under California's Private Attorneys
17 General Act ("PAGA"), California Labor Code Section 2698, *et seq.*, may be sought or are
18 otherwise available, as set forth in Section 8.2 of this Stipulation.

19 2.28 "Parties" means the Plaintiffs/Class Representatives Marcella Brock and Adenike
20 Fajemisin, and Defendants Trustaff Healthcare Solutions, Trustaff Management, Inc., and Dignity
21 Health.

22 2.29 "Plaintiff Brock's Individual Claims" means Plaintiff Brock's individual claims
23 against the Trustaff Defendants and Dignity Health for (1) Discrimination Based on Perceived
24 Disability; (2) Failure to Provide Reasonable Accommodation; (3) Failure to Engage in the
25 Interactive Process; (4) Wrongful Termination in Violation of Public Policy; and (5) Violation of
26 Labor Code Section 1102.5.

27 2.30 "Preliminary Approval Date" means the date the Court enters an order
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1 preliminarily approving the Settlement.

2 2.31 "QSF" shall mean the Qualified Settlement Fund the Claims Administrator
3 establishes and administers for the benefit of the Class Members and from which the Settlement
4 Payments shall be paid.

5 2.32 "Reasonable Address Verification Measure" means utilization of the National
6 Change of Address Database maintained by the United States Postal Service and/or mail
7 forwarding information.

8 2.33 "Released Claims" shall include the Released Claims as set forth in Section 12 of
9 this Stipulation.

10 2.34 "Released State Law Claims" shall have the meaning set forth in Section 12.1 of
11 this Stipulation.

12 2.35 "Released Federal Law Claims" shall have the meaning set forth in Section 12.2 of
13 this Stipulation.

14 2.36 "Released Parties" or "Releasees" means Defendants Trustaff Healthcare
15 Solutions, Trustaff Management, Inc., and Dignity Health (but, as to Dignity Health, only to the
16 claims of Plaintiffs and other Settlement Class Members who were assigned by Trustaff
17 Healthcare Solutions to work at Dignity Health), and each and all of their respective past and
18 present parents, subsidiaries, affiliated companies and corporations, and each and all of their
19 respective past and present directors, officers, managers, employees, general partners, limited
20 partners, principals, agents, benefit plans, insurers, reinsurers, shareholders, attorneys, advisors,
21 representatives, predecessors, successors, divisions, joint venturers, assigns, or related entities,
22 and each and all of their respective executors, successors, assigns and legal representatives.

23 2.37 "Request for Exclusion" means the document which a Class Member must
24 complete and timely submit in order to opt-out of the Settlement as set forth in Section 10.6 of
25 this Stipulation.

26 2.38 "Service Enhancement Payment" means the amount the Court authorizes to be
27 paid to the Class Representatives over and above their Settlement Payments, in recognition of
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1 their effort to assist with the prosecution of this Lawsuit on behalf of Class Members and, except
2 for Plaintiff Brock, in return for executing a General Release of all claims as set forth in Sections
3 12.1, 12.2 and 12.3 of this Stipulation against Defendants. Class Representatives may each
4 request the Court award a Service Enhancement Payment of up to Ten Thousand Dollars
5 (\$10,000) and Defendants will not oppose such request, as set forth in Section 8.4 of this
6 Stipulation.

7 2.39 "Settlement" means the terms and conditions set forth in this Stipulation.

8 2.40 "Settlement Class" and "Settlement Class Member" mean all Class Members who
9 have not opted-out of the Settlement by submitting a timely and valid Request for Exclusion to
10 the Claims Administrator, and thus who will become bound by the Judgment if and once the
11 Effective Date occurs.

12 2.41 "Settlement Payment" means the total, gross amount due to an individual
13 Settlement Class Member, which shall be calculated as described in Section 8 of this Stipulation.

14 2.42 "Stipulation" and "Settlement" and "Agreement" mean this particular agreement
15 entered into by the Parties to effectuate the terms of the Settlement.

16 2.43 "Trustaff Defendants" or "Trustaff" means Defendants Trustaff Healthcare
17 Solutions and Trustaff Management, Inc., their parents, subsidiaries, affiliates, successors and
18 assigns and anyone acting on its behalf.

19 2.44 "Trustaff's Counsel" means:

20 MORGAN, LEWIS & BOCKIUS LLP
21 Daryl S. Landy (SBN 136288)
22 Sarah N. Drechsler (SBN 223820)
23 Alexis M. Gabrielson (SBN 298738)
24 600 Anton Blvd., Suite 1800
25 Costa Mesa, CA 92626
26 Tel: 714.830.0600; Fax: 714.830.0700
27 daryl.landy@morganlewis.com
28 sarah.drechsler@morganlewis.com
alexis.gabrielson@morganlewis.com

2.45 "Updated Address" means a mailing that was updated via Reasonable Address
Verification Measures or via an updated mailing address provided by the United States Postal

1 Service, a Settlement Class Member, or any other valid source.

2 2.46 "Work Weeks" means the total number of weeks worked by a Class Member in
3 California from April 7, 2012 through and including the Preliminary Approval Date. A work
4 week is defined as a fixed and regularly recurring period seven consecutive 24-hour periods
5 totaling 168 hours. Trustaff has represented that, as of September 5, 2017, there were
6 approximately 2,737 Work Weeks.

7 **III. PROCEDURAL BACKGROUND**

8 3.1 On April 7, 2016, Plaintiffs, on behalf of themselves and putative class members,
9 filed a Class Action Complaint ("Complaint") against Trustaff Healthcare Solutions, Trustaff
10 Management, Inc., and Dignity Health in Los Angeles County Superior Court. In the Complaint,
11 Plaintiffs alleged sixteen causes of action: (1) Failure to Pay Overtime (Labor Code §§ 510 and
12 1194); (2) Failure to Provide Meal Breaks (Labor Code §§ 226.7 and 512); (3) Failure to Provide
13 Rest Breaks (Labor Code § 226.7); (4) Failure to Pay Full Overtime Compensation (Labor Code
14 §§ 510 and 1194); (5) Failure to Provide Accurate Wage Statements (Labor Code § 226); (6)
15 Failure to Pay All Wages Upon Termination of Employment (Labor Code §§ 201-203); (7)
16 Violation of Labor Code § 970; (8) Negligent Misrepresentation; (9) Violation of Business &
17 Professions Code § 16600 and Labor Code § 432.5; (10) Violation of Business & Professions
18 Code § 17200 *et seq.*; (11) Misclassification as Independent Contractors; (12) Discrimination
19 Based on Perceived Disability (Gov't Code §§ 12940-12951); (13) Failure to Provide Reasonable
20 Accommodation (Gov't Code § 12940); (14) Failure to Engage in the Interactive Process (Gov't
21 Code § 12940); (15) Wrongful Termination in Violation of Public Policy; and (16) Violation of
22 Labor Code § 1102.5. The Complaint also sought punitive damages, interest, attorneys' fees and
23 costs.

24 3.2 On October 4, 2016, Plaintiffs filed their First Amended Complaint ("FAC")
25 against Trustaff Healthcare Solutions, Trustaff Management, Inc., and Dignity Health in Los
26 Angeles County Superior Court. In the FAC, Plaintiffs alleged fifteen causes of action: (1)
27 Failure to Pay Overtime (Labor Code §§ 510 and 1194); (2) Failure to Provide Meal Breaks
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1 (Labor Code §§ 226.7 and 512); (3) Failure to Provide Rest Breaks (Labor Code § 226.7); (4)
2 Failure to Provide Accurate Wage Statements (Labor Code § 226); (5) Failure to Pay All Wages
3 Upon Termination of Employment (Labor Code §§ 201-203); (6) Violation of Labor Code § 970;
4 (7) Negligent Misrepresentation; (8) Violation of Business & Professions Code § 17200 *et seq.*;
5 (9) Discrimination Based on Perceived Disability (Gov't Code §§ 12940-12951); (10) Failure to
6 Provide Reasonable Accommodation (Gov't Code § 12940); (11) Failure to Engage in the
7 Interactive Process (Gov't Code § 12940); (12) Wrongful Termination in Violation of Public
8 Policy; (13) Violation of Labor Code § 1102.5; (14) Failure to Reimburse Business Expenses
9 (Labor Code § 2802); and (15) Private Attorneys General Act (Labor Code § 2698 *et seq.*). The
10 FAC also sought punitive damages, interest, attorneys' fees and costs.

11 3.3 The Trustaff Defendants filed their Answer in Los Angeles County Superior Court
12 on November 8, 2016. On November 15, 2016, Dignity Health filed its Answer.

13 3.4 Between October 2016 and February 2017, Plaintiffs, Dignity Health and Trustaff
14 served and/or responded to document requests and interrogatories and produced several hundred
15 pages of documents each. In May 2017, Plaintiffs, Dignity Health, and Trustaff met and
16 conferred over discovery issues, and also agreed to the exchange of certain information and
17 documents for purposes of exploring resolution at a private mediation. Counsel have investigated
18 the law as applied to the facts discovered regarding the Alleged Claims, and alleged defenses
19 thereto of Trustaff, and damages claimed by Class Members by and through Plaintiffs.

20 3.5 On August 14, 2017, Plaintiffs and Defendants participated in a private mediation
21 before the Honorable Carl J. West (Ret.) of JAMS in Los Angeles. Pursuant to that all-day
22 mediation, the proposed terms for this Settlement were reached.

23 3.6 The Parties agree that, if this proposed Settlement is granted preliminary approval
24 by the Court, Class Representatives will file a Stipulated Request for Leave to file Plaintiffs'
25 Second Amended Class Action Complaint within 14 Days of the Preliminary Approval Date,
26 which will add causes of action under the FLSA against the Trustaff Defendants and against
27 Dignity Health for (a) Failure to Pay Minimum Wage (29 U.S.C. §§ 206, 215(a)(2)); (b) Failure
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1 to Pay Overtime (29 U.S.C. §§ 207, 215(a)(2)); (c) Failure to Maintain Requisite Payroll Records
2 (29 U.S.C. §§ 211, 215(a)(5)); (d) Failure to Pay All Wages Upon Termination of Employment;
3 and (e) Failure to Reimburse Business Expenses. Plaintiffs' counsel will submit a draft of the
4 Second Amended Complaint to Defendants' counsel for review and approval prior to executing
5 this Agreement. The Second Amended Complaint will then be filed pursuant to this stipulation.
6 Defendants' respective Answers to the FAC will be deemed their Answers to the Second
7 Amended Complaint, except that Dignity Health's Answer shall be for Plaintiff Brock's
8 Individual Claims against Dignity Health only and no class or collective or representative claims
9 that are asserted in the Second Amended Complaint. Defendants shall be under no further
10 obligation to file a responsive pleading to the Second Amended Complaint. If the Settlement fails
11 to become final, the parties will meet and confer regarding an appropriate deadline for such
12 further responsive pleading.

13 3.7 As set forth above, Class Representatives, Defendants and their counsel have
14 conducted substantial investigation and discovery and have exchanged detailed information and
15 data concerning the claims, defenses, and alleged damages at issue in the Lawsuit. Class
16 Representatives and Defendants have also engaged in negotiations, including the August 14, 2017
17 mediation session facilitated by the Hon. Carl J. West (Ret.) of JAMS, who has extensive
18 experience in labor and employment litigation, which culminated in Class Representatives and the
19 Truststaff Defendants reaching the conditional agreement reflected herein through an arms-length
20 negotiation in an adversarial context following contentious litigation.

21 3.8 Class Representatives, Truststaff, Dignity Health and their counsel are sufficiently
22 familiar with the facts of this case and the applicable federal and state laws to make an informed
23 judgment as to the fairness of the settlement. The Parties are represented by competent counsel
24 and have had the opportunity to consult with counsel prior to the submission of this Stipulation to
25 the Court. The Parties and their counsel believe this Stipulation is a fair, adequate and reasonable
26 settlement of this Lawsuit and have arrived at this Settlement after extensive arms-length
27 negotiations, taking into account all relevant factors, present and potential.
28

1 **IV. DEFENDANTS' DENIAL OF WRONGDOING OR LIABILITY**

2 4.1 The Defendants specifically and generally deny any and all liability or wrongdoing
3 of any sort with regard to any of the Alleged Claims and makes no concessions or admissions of
4 liability of any sort. Defendants maintain that for any purpose other than settlement, the Lawsuit
5 is not appropriate for class action treatment or for collective action treatment, and that had this
6 matter proceeded, Defendants would oppose class certification and conditional certification of
7 collective action under the FLSA. Nonetheless, Defendants have concluded that further litigation
8 would be protracted, distracting and expensive, and that it is desirable that the Lawsuit be fully
9 and finally settled in the manner and upon the terms and conditions set forth in this Stipulation.
10 Defendants have also taken into account the uncertainty and risks inherent in any litigation and
11 has therefore determined that it is desirable and beneficial to settle the Lawsuit in the manner and
12 upon the terms and conditions set forth in this Stipulation.

13 4.2 For purposes of this Stipulation only, the Parties agree that there is a bona fide
14 dispute as to whether wages are owed to Plaintiffs and the Class Members and neither this
15 Stipulation, nor the Settlement-related documents, nor the Settlement shall be construed as an
16 admission of either fact or law on any issue by any Party.

17 **V. BENEFITS OF SETTLEMENT TO SETTLEMENT CLASS MEMBERS AND**
18 **DEFENDANTS**

19 5.1 Class Representatives and Class Counsel believe that the claims asserted in the
20 Lawsuit have merit and that evidence developed to date supports the claims. However, Class
21 Representatives and Class Counsel recognize and acknowledge the significant expense, resources
22 and time required to continue proceedings necessary to prosecute the Lawsuit against Truststaff
23 through trial and possibly also through appeals. Class Representatives and Class Counsel have
24 also taken into account the uncertain outcome and the risks of litigation, the difficulties and
25 delays inherent in this and similar litigation, the challenges of obtaining certification of class and
26 collective actions, and of the problems of proving liability and damages and possible defenses to
27 the Alleged Claims. Based upon their evaluation, Class Representatives and Class Counsel have
28 determined that the settlement set forth in this Stipulation is fair, reasonable, adequate and in the

1 best interests of Class Representatives, the Class, and the State of California. Both Class Counsel
2 and Class Representatives believe that the settlement set forth in this Stipulation confers
3 substantial benefits upon the Class and each of the Class Members.

4 5.2 Defendants and Defendants' Counsel also agree that the settlement is fair and
5 reasonable given the uncertainty and risks and costs of further litigation because Defendants have
6 concluded that further conduct of the Action would be protracted, distracting, and expensive, and
7 that it is desirable that the Action be fully and finally settled in the manner and upon the terms
8 and conditions set forth in this Stipulation. Defendants have therefore determined that it is
9 desirable and beneficial to them to settle the Action in the manner and upon the terms and
10 conditions set forth in this Stipulation.

11 5.3 It is the Parties' intention that this Settlement shall constitute a full and complete
12 settlement and release of any and all Released Claims against any and all Releasees.

13 **VI. CONDITIONS PRECEDENT TO EFFECTIVENESS OF STIPULATION**

14 The Parties enter into this Stipulation and the Settlement on a conditional basis based
15 upon the following:

16 6.1 Notification to the LWDA. On May 16, 2016, Plaintiffs provided written notice to
17 the LWDA of the Alleged Claims pursuant to Labor Code § 2699.3. Plaintiffs received no
18 notification from the LWDA that it intended to investigate the alleged violations pursuant to
19 Labor Code § 2699.3(a)(2)(A). Accordingly, Plaintiffs obtained the right to commence a civil
20 action pursuant to Labor Code § 2699.

21 6.2 Notification to the LWDA of Settlement. At the same time this Stipulation and
22 Settlement is submitted to the Court, Plaintiffs shall submit to the LWDA a copy of this
23 Stipulation and Settlement pursuant to the requirements set forth in Labor Code § 2699(1)(2).

24 6.3 Filing the Second Amended Complaint. If the Court grants preliminary approval
25 of this Stipulation, the Parties will file a Stipulation seeking leave of Court to file the Second
26 Amended Complaint within 14 Days of the Preliminary Approval Date, which will add causes of
27 action under the FLSA against the Truststaff Defendants and against Dignity Health for (a) Failure
28

1 to Pay Minimum Wage (29 U.S.C. §§ 206, 215(a)(2)); (b) Failure to Pay Overtime (29 U.S.C. §§
2 207, 215(a)(2)); (c) Failure to Maintain Requisite Payroll Records (29 U.S.C. §§ 211, 215(a)(5));
3 (d) Failure to Pay All Wages Upon Termination of Employment; and (e) Failure to Reimburse
4 Business Expenses. Defendants' respective Answers to the FAC will be deemed their Answers to
5 the Second Amended Complaint, except that Dignity Health's Answer shall be for Plaintiff
6 Brock's Individual Claims against Dignity Health only and no class or collective or representative
7 claims that are asserted in the Second Amended Complaint. Defendants shall be under no further
8 obligation to file a responsive pleading to the Second Amended Complaint. If the Settlement fails
9 to become final, the parties will meet and confer regarding an appropriate deadline for such
10 further responsive pleading.

11 6.4 Court Approval and Judgment. This Stipulation and Settlement will become final
12 and effective only upon the occurrence of all of the following events:

13 A. The Court enters an Order granting preliminary approval of the Settlement
14 and conditionally certifying this case for purposes of the Settlement only as a class action;

15 B. The Court enters an Approval Order and finally certifies this case for
16 purposes of the Settlement only as a class action; and

17 C. The Effective Date occurs, and any challenge to the Settlement, whether by
18 objection or appeal, is resolved in favor of enforcement of the Settlement.

19 Unless the Court orders otherwise or agreed in writing by the Parties, this Stipulation shall
20 be deemed null and void *ab initio* upon the failure of any of these three (3) conditions to occur.

21 6.5 Notification to the LWDA of Judgment. Within ten (10) days of this Court
22 entering an Approval Order and finally certifying this case for purposes of the Settlement only,
23 Plaintiffs shall submit to the LWDA a copy of the Court's judgment pursuant to the requirements
24 set forth in Labor Code § 2699(l)(3).

25 **VII. CONDITIONAL SETTLEMENT CLASS AND COLLECTIVE CERTIFICATION**

26 7.1 Solely for purposes of settling this Lawsuit, the Parties stipulate and agree that the
27 Lawsuit may be provisionally certified as a class action pursuant to California Rules of Court
28

1 Rule 3.769(d) and Code of Civil Procedure § 382 for the purposes of the monetary relief provided
2 in this Joint Stipulation. If the Court does not grant preliminary or final approval of this
3 Settlement or enter Judgment, or, if appealed and the Settlement is not affirmed, the Parties agree
4 that class or collective certification will be automatically vacated and the Parties agree to take any
5 other steps necessary to revoke the class and/or collective action certification, and that class or
6 collective certification shall have no precedential value and it shall not be introduced into
7 evidence or used for any other purpose.

8 **VIII. SETTLEMENT CONSIDERATION**

9 8.1 The Truststaff Defendants' payments to the Claims Administrator pursuant to this
10 Stipulation are in full and final settlement of the Released Claims, as defined in Section 12 of this
11 Stipulation, and will constitute adequate consideration for this Settlement and will be made in full
12 and final settlement of:

13 A. The Released Claims during the Class Period;
14 B. Class Counsel's claim for Attorneys' Fees and Litigation Expenses; and
15 C. Any other obligation of the Parties under this Stipulation or the Approval
16 Order, including but not limited to the Claims Administration Costs awarded by the Court, the
17 PAGA Penalty Payment, and the Service Enhancement Payment awarded to the Class
18 Representatives.

19 8.2 Payment of the PAGA Penalties. From the Gross Settlement Amount, Truststaff
20 will pay Ten Thousand Dollars (\$10,000) for settlement of any and all Alleged Claims for which
21 penalties under PAGA, Labor Code §§ 2698 *et seq.*, may be sought or are otherwise available, as
22 the PAGA Penalty Payment subject to the Court's approval. Pursuant to the express requirements
23 of Labor Code § 2699(i), the PAGA Penalty Payment shall be allocated as follows: \$7,500 (75%)
24 to the LWDA for the enforcement of labor laws and education of employers, and \$2,500 (25%) to
25 the Settlement Class Members on a *pro rata* basis. The portion of the Settlement Payment to
26 each Settlement Class Member constituting the PAGA Penalty Payments to Plaintiff/Settlement
27 Class Members shall not be deemed wages.

1 The Parties, therefore, agree that \$7,500 shall be paid to the State of California LWDA
2 ("LWDA PAGA Allocation") from the Gross Settlement Amount by the Claims Administrator no
3 later than thirty (30) Days after the Settlement is funded. The remaining \$2,500 shall be
4 distributed in accordance with the terms of this Stipulation.

5 8.3 Payment to Settlement Class Members. The payment for each individual
6 Settlement Class Member shall be calculated by counting the number of Work Weeks all Class
7 Members worked in California during the period from April 7, 2012 through and including the
8 Preliminary Approval Date (which becomes the denominator), and the number of Work Weeks
9 each of these employees worked in California during the period from April 7, 2012 through and
10 including the Preliminary Approval Date (which becomes the numerator), and multiply this by
11 the Net Settlement Amount.

12 Each Settlement Class Member shall also receive his or her *pro rata* share of the \$2,500
13 portion of the PAGA Penalty Payment.

14 8.4 Service Enhancement Payments to the Class Representatives. Trustaff agrees to
15 pay a Service Enhancement Payment of up to Ten Thousand Dollars (\$10,000) to each Class
16 Representative. The amount paid to each Class Representative is also in consideration of their
17 execution of a separate, individual general release of all claims against Trustaff and Dignity
18 Health, with the exception that Plaintiff Brock's Individual Claims will be expressly excluded
19 from the individual general release signed by Plaintiff Brock. The Service Enhancement Payment
20 is to be paid upon Class Counsel's application to the Court as part of the Motion for Attorneys'
21 Fees, Litigation Expenses, and Service Enhancement and the Court's approval. Trustaff will not
22 oppose the Class Representatives' application to the Court to allow this Service Enhancement
23 Payment. The Class Representatives shall be issued an Internal Revenue Service Form 1099 for
24 any Service Enhancement Payment. The Class Representatives hereby acknowledge that they
25 have obtained no tax advice from Trustaff and that neither Trustaff nor its attorneys has made any
26 representation concerning the tax consequences, if any, of the Service Enhancement Payment.
27 The Class Representatives agree that they are solely responsible for the tax consequences of their
28

1 respective Service Enhancement Payments.

2 8.5 Taxes. For the purpose of calculating applicable taxes for the Settlement
3 Payments to Settlement Class Members (including any payments to the Class Representatives
4 exclusive of their Service Enhancement Payments), the Parties agree that twenty percent (20%) of
5 each Settlement Payment constitutes wages in the form of back-pay, forty percent (40%)
6 constitutes interest, and forty percent (40%) constitutes penalties and other non-wage payments.
7 Each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for the 20%
8 portion that constitutes wages and will be issued an Internal Revenue Service Form 1099 for the
9 remaining 80% portion that constitutes interest and penalties. Trustaff shall not be responsible for
10 payroll tax payments on any portion of the Gross Settlement Amount that is attributable to
11 Attorneys' Fees, Litigation Expenses, penalties including PAGA Penalty Payments, or interest.
12 The Parties further understand that the Class Representatives and any Settlement Class Member
13 who receives any Settlement Payment pursuant to this Stipulation shall be solely responsible for
14 any and all tax obligations associated with such receipt, except as set forth in this section.
15 Trustaff acknowledges that it will be responsible for paying the employer's share of any
16 applicable payroll taxes, separate and apart from, and in addition to, the Gross Settlement
17 Amount. Trustaff makes no representations and it is understood and agreed that Trustaff has
18 made no representations as to the taxability to any Settlement Class Members of any portions of
19 the Settlement Payments, the payment of Attorneys' Fees, Litigation Expenses, or any payments
20 to Class Representatives. The Notice will advise each Class Member to seek his or her own
21 personal tax advice prior to acting in response to that Notice, and Trustaff, the Class
22 Representatives and Class Counsel agree that each Class Member will have an adequate
23 opportunity to seek tax advice prior to acting in response to the Notice.

24 **IX. ATTORNEYS' FEES, LITIGATION EXPENSES AND CLAIMS**
25 **ADMINISTRATION COSTS**

26 9.1 Class Counsel will submit an application for: (a) an award of Attorneys' Fees for
27 Thirty-Five percent (35%) of the Gross Settlement Amount; and (b) an award of actual Litigation
28 Expenses incurred in the investigation and prosecution of the Lawsuit including any pre-

1 Complaint expenses incurred not to exceed \$20,000, and Claims Administration Costs (estimated
2 to be \$25,000). The amounts set forth in this section will constitute complete consideration for all
3 work performed and expenses incurred to date and for all work to be performed and expenses
4 to be incurred through the completion of the Lawsuit, its settlement, and the effort to secure final
5 Judgment by Class Counsel. Trustaff will not oppose a motion for approval of Class Counsel's
6 Attorneys' Fees and Litigation Expenses consistent with this Stipulation.

7 9.2 The Attorneys' Fees and Litigation Expenses awarded by the Court shall be paid
8 from the Gross Settlement Amount according to Section 11 of this Stipulation.

9 9.3 From the Gross Settlement Amount, Claims Administration Costs shall be paid in
10 an amount subject to the Court's approval.

11 9.4 In the event that the Court (or any appellate court) awards less than the amount
12 requested for Litigation Expenses and/or the Service Enhancement Payment, only the awarded
13 amounts shall be paid and shall constitute satisfaction of those obligations and full payment
14 thereunder, and any remaining or un-awarded portion of the requested Litigation Expenses and/or
15 the Service Enhancement Payments shall be part of the Net Settlement Amount to be allocated to
16 the Settlement Class Members as described in Section 8.3. In the event that the Court does not
17 approve any or all of the requested Litigation Expenses Claims Administration Costs, and/or the
18 Service Enhancement Payment sought by Plaintiffs or Class Counsel, the Settlement shall remain
19 binding except as otherwise provided, and this will not be a justification for Plaintiffs to withdraw
20 from the Settlement.

21 9.5 In the event that the Court (or any appellate court) awards less than the amount
22 requested for Attorneys' Fees, only the awarded amounts shall be paid and shall constitute
23 satisfaction of those obligations and full payment thereunder. Any remaining or un-awarded
24 portion of the requested Attorneys' Fees shall revert back to the Trustaff Defendants and the
25 Gross Settlement Amount shall be reduced by an amount equal to the remaining or un-awarded
26 portion of the requested Attorneys' Fees. In the event that the Court does not approve all of the
27 requested Attorneys' Fees, the Settlement shall remain binding except as otherwise provided, and
28

1 this will not be a justification for Plaintiffs to withdraw from the Settlement.

2 **X. NOTICE PROCEDURE**

3 10.1 Selection and Compensation of Claims Administrator. The Parties agree to jointly
4 utilize a third-party Claims Administrator to administer the settlement with the cooperation of
5 Plaintiffs and Trustaff. The Claims Administrator will provide notice via U.S. Mail, administer
6 the claims process, create and maintain a settlement website for publication notice that may be
7 located through internet searches with key information and documents regarding the Settlement
8 and Class Members' rights and deadlines and that is capable of receiving online submissions of
9 Requests for Exclusion, create and maintain the QSF, maintain and operate a toll-free telephone
10 line for communications with Class Members, issue Settlement Payment checks, handle all tax
11 reporting, and issue appropriate tax forms to Plaintiff, Class Counsel, and all Settlement Class
12 Members who receive Settlement Payment checks. The Claims Administrator will mail the
13 notice, the checks, and handle all phone calls and inquiries relating to the Settlement. The Parties
14 have selected Phoenix Settlement Administrators to administer the Settlement, subject to the
15 approval of the Court. If the actual cost of claims administration is less than the amount approved
16 by the Court, those funds shall be part of the Net Settlement Amount. All costs associated with
17 claims administration as approved by the Court shall come out of the Gross Settlement Amount.
18 The Claims Administrator's actions shall be governed by the terms of this Stipulation.

19 10.2 Establishment and Funding of the QSF. The Parties agree that the QSF is intended
20 to be a "Qualified Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1,
21 26 CFR § 1.468B-1, *et seq.*, and will be administered by the Claims Administrator as such. With
22 respect to the QSF, the Claims Administrator shall: (1) open and administer a settlement account
23 in such a manner as to qualify and maintain the qualification of the QSF as a "Qualified
24 Settlement Fund" under Section 468B of the Code and Treas. Reg. §1.468B-1; (2) calculate,
25 withhold, remit and report each Settlement Class Member's share of applicable payroll taxes
26 (including, without limitation, federal, state and local income tax withholding, FICA, Medicare
27 and any state or local employment taxes), and indemnify Trustaff for any penalty arising out of
28

1 any error or incorrect calculation and/or interest (if applicable) with respect to any late deposit of
2 the same; (3) satisfy all federal, state and local income and other tax reporting, return, and filing
3 requirements with respect to the QSF; and (4) satisfy out of the QSF all fees, expenses and costs
4 incurred in connection with the opening and administration of the QSF and the performance of its
5 duties and functions as described in this Agreement. The aforementioned taxes, fees, costs and
6 expenses shall be treated as and included in the costs of administering the QSF and as Claims
7 Administration Costs. The Parties and the Claims Administrator shall treat the QSF as coming
8 into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 CFR
9 §1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as
10 required by 26 CFR §1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Claims
11 Administrator and one another to the extent reasonably necessary to carry out the provisions of
12 this Section.

13 10.3 Claims Administration. Trustaff will provide the Class List to the Claims
14 Administrator only. Trustaff will provide the Class List to the Claims Administrator no later than
15 fifteen (15) business days after the date the Court enters an order granting preliminary approval of
16 the Settlement authorizing the Claims Administrator to send the Notice Packet. The Class List
17 shall be used by the Claims Administrator solely for the purpose of notifying the Class Members
18 of the Settlement, calculating and distributing Settlement Payment checks, and all other
19 obligations under this Stipulation. Unredacted Class List shall not be disclosed to Class Counsel,
20 Plaintiffs, or any other Class Members without Trustaff's written consent or a court order, and
21 neither Plaintiffs nor Class Counsel will seek such an order. The Claims Administrator shall run
22 the Last Known Addresses provided on the Class List through the National Change of Address
23 database, and will use the most recent address for each Class Member when mailing the Class
24 Notice.

25 10.4 Notice to Class Members. Notice will be effectuated by (1) individual direct
26 mailings to Class Members by First Class U.S. Mail; and (2) by publication on the settlement
27 website maintained by the Claims Administrator.

1 The Notice shall state that Class Members will have sixty (60) Days from the date the
2 Notice is mailed or transmitted to submit a Request for Exclusion or to serve and file an objection
3 to the Settlement (the "Response Deadline"). See Exhibit "A." This timing is subject to Court
4 approval. The Notice, in a form substantially similar to the one attached to the Settlement
5 Agreement as Exhibit A, will contain a plain and concise description of the nature and history of
6 the Lawsuit, the conditional certification of the Class, and the proposed Settlement, including
7 information on the definition of Class Members, how the proposed Settlement would provide
8 relief to the Class and Class Members, what claims are released under the proposed Settlement,
9 and other relevant terms and conditions including Class Members' rights and deadlines under the
10 proposed Settlement. The costs of this Notice will be considered part of the Claims
11 Administration Costs to be paid from the Gross Settlement Amount.

12 As soon as practicable after receiving the Class List, the Claims Administrator will
13 perform a search on the National Change of Address database to update the Class Members'
14 addresses. The Claims Administrator shall exercise its best judgment to determine the current
15 mailing address for each Class Member. The address identified by the Claims Administrator shall
16 be presumed to be the best mailing address for each Class Member. No later than fourteen (14)
17 Days after its receipt of the Class List, the Claims Administrator shall send via United States First
18 Class U.S. Mail the Notice Packet to the Class Members.

19 Unless the Claims Administrator receives a Notice Packet returned from the United States
20 Postal Service with a forwarding address for the recipient within 30 Days of the mailing, that
21 Notice Packet shall be deemed mailed and received by the Class Member to whom it was sent.

22 In the event that subsequent to the first mailing of a Notice Packet and prior to the
23 Response Deadline, that Notice Packet is returned to the Claims Administrator by the United
24 States Postal Service with a forwarding address for the recipient, the Claims Administrator shall
25 re-mail the Notice Packet to that address within five (5) business days of the date of return of the
26 Notice Packet, the Notice Packet will be deemed mailed as of the date of re-mailing, the
27 forwarding address shall be deemed the Updated Address for that Class Member, and any
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1 responses from the Class Member (*i.e.*, a Request for Exclusion or an objection) are due to the
2 Claims Administrator by the Response Deadline or within twenty-one (21) Days from the date of
3 re-mailing, whichever date is later.

4 In the event that subsequent to the first mailing of a Notice Packet, the United States
5 Postal Service returns the Notice Packet to the Claims Administrator because the recipient's
6 address is no longer valid, the Claims Administrator shall perform Reasonable Address
7 Verification Measures in an effort to ascertain the current address of the particular Class Member
8 in question and, if such an address is ascertained, the Claims Administrator shall re-mail the
9 Notice Packet within five (5) business days of receiving such information, the Notice Packet will
10 be deemed mailed as of that date of re-mailing, the newly obtained address shall be deemed the
11 Updated Address for that Class Member, and any responses from the Class Member (*i.e.*, a
12 Request for Exclusion or an objection) are due to the Claims Administrator by the Response
13 Deadline or within twenty-one (21) Days from the date of re-mailing, whichever date is later. If
14 no Updated Address is obtained for that Class Member from a Notice Packet returned by the
15 United States Postal Service, the Notice Packet shall be re-mailed to the Last Known Address
16 within five (5) business days of receiving such information, the Notice Packet will be deemed
17 mailed as of that date of re-mailing, and the Class Member shall have until the Response Deadline
18 to submit a response. In either event, the Notice Packet shall be deemed received when it is
19 mailed for the second time under this paragraph.

20 10.5 Class List. In calculating each individual Class Member's share of the Settlement,
21 Trustaff's records regarding the Work Weeks of Class Members shall be presumed to be correct.
22 Class Members who challenge Trustaff's records must submit a challenge in writing to the
23 Claims Administrator and will bear the burden of proof, *i.e.*, a Class Member who fails to provide
24 written documentation supporting a different number of work weeks will have his or her
25 challenge denied. All such challenges must be received by the Response Deadline, or the
26 deadline based on the date of re-mailing, whichever is later. Trustaff will investigate the
27 challenge and determine whether any correction to the number of Work Weeks for the Class
28

1 Member making the challenge should be made. In no case will a challenge to the number of
2 Work Weeks result in a payment by Truststaff in excess of the Gross Settlement Amount.

3 10.6 Opt-Outs/Requests for Exclusion from the Settlement. Class Members who wish
4 to "opt-out" of and be excluded from the Settlement must submit a written Request for Exclusion
5 from the Settlement. This written request must be postmarked no later than the Response
6 Deadline. The Request for Exclusion must: (1) state the Class Member's name, address,
7 telephone number and the last four digits of his/her Social Security number; (2) identify this
8 Lawsuit; (3) state that the Class Member requests exclusion from or "opts out" of the Settlement;
9 (4) be dated; and (5) be signed by the Class Member. Requests for Exclusion must be made
10 individually and cannot be made on behalf of a group or other Class Members. If a Class
11 Member submits a Request for Exclusion that fails to include all the required information listed in
12 (1) – (5) above, or cannot be verified by the Claims Administrator as being an authentic
13 submission by the Class Member, it will be considered invalid and the Claims Administrator shall
14 notify the Class Member of the deficiency within five (5) business days of receipt. The Class
15 Member shall have until the Response Deadline to cure said deficiencies. If the deficiencies are
16 not cured by the Response Deadline, the Request for Exclusion will be rejected. Class Members
17 submitting untimely or invalid Requests for Exclusion shall receive a Settlement Payment and
18 shall be bound by the Settlement and the Released Claims if they negotiate the Settlement
19 Payment checks. Class Members who submit timely and valid Requests for Exclusion shall not
20 be bound by the Settlement and the Released Claims, and shall not receive a Settlement Payment.

21 10.7 The Class Representatives. The Class Representatives shall not opt-out of the
22 Settlement. The Class Representatives agree, by their signing of this Stipulation, that they are
23 accepting the terms of this Settlement and are opting in to the FLSA collective action.

24 10.8 Objections to Settlement. Class Members who do not opt out of the Settlement
25 Class may object to the Stipulation by filing written objections with the Court and mailing a copy
26 of their written objections to the Claims Administrator no later than sixty (60) Days after the
27 mailing of the Notice Packet (as evidenced by the postmark) (the "Notice Period Deadline").
28

1 Copies of the written objections must be both filed with the Court and mailed to the Claims
2 Administrator, which will then distribute the written objections to Class Counsel and Trustaff's
3 counsel. This Response Deadline applies notwithstanding any argument regarding alleged non-
4 receipt of the Notice Packet. Any Class Member who fails to file and serve timely written
5 objections in the manner described herein shall be deemed to have waived any objections and
6 shall be foreclosed from making any objection to the Settlement and from filing any appeal from
7 any Order the Court issues granting final approval. Class Members who timely and validly opt-
8 out and request exclusion from the Settlement shall have no right to object and shall be foreclosed
9 from making any objection to the Settlement. The Claims Administrator shall immediately notify
10 Class Counsel and Trustaff's Counsel of any such dual submissions of opt-outs and objections.
11 Written objections must be verified by a declaration under penalty of perjury or a sworn affidavit
12 and must: (1) state the objecting Class Member's name, address, telephone number and the last
13 four digits of his/her Social Security number; (2) identify this Lawsuit by name and case number;
14 (3) state each objection to the Settlement; (4) include a written explanation detailing the specific
15 basis or reason, if any, for each objection, including any legal and factual support the objecting
16 Class Member wishes to bring to the Court's attention; (5) identify each witness and each
17 document the objecting Class Member intends to offer in support of each objection; (6) state
18 whether the Class Member intends to attend the final approval hearing; (7) be dated; and (8) be
19 signed. The filing and service of an objection to this Settlement does not affect the Class
20 Members' right to obtain the benefits of this Settlement.

21 10.9 Reminder Postcard. A reminder postcard shall be mailed thirty (30) Days after the
22 original mailing date of the Notice Packets to all Class Members who have not returned a Request
23 for Exclusion or Notice of Objection to the Settlement.

24 10.10 **CLASS MEMBERS WHO DO NOT TIMELY SUBMIT AN EXECUTED**
25 **REQUEST FOR EXCLUSION DURING THE OPT-OUT PERIOD SHALL BE DEEMED**
26 **PART OF THE SETTLEMENT CLASS AND BOUND BY RELEASED CLAIMS**
27 **PORTION OF THE JUDGMENT (EXCEPT FOR FLSA CLAIMS).**
28

1 10.11 The Claims Administrator shall provide a list of the names of any Class Members
2 who have timely and validly requested exclusion from the Settlement, and a list of the names of
3 any Class Members who have timely and validly objected to the Settlement, to Truststaff and Class
4 Counsel within ten (10) Days after the Response Deadline. The Claims Administrator shall also
5 detail the claims administration process and statistics regarding the claims, requests for exclusions
6 and objections received in a declaration to be filed in support of Plaintiffs' Motion for Final
7 Approval and Motion for Attorneys' Fees, Litigation Expenses, and Service Enhancement
8 Awards.

9 **XI. PAYMENTS UNDER THE SETTLEMENT**

10 11.1 Distribution of Settlement Payments. After the Court grants final approval of the
11 Settlement, and the Effective Date has passed, the Claims Administrator shall prepare a final list
12 of all Settlement Class Members who have not timely submitted an executed Request for
13 Exclusion during the Notice Period. Within five (5) Days after the Effective Date, for each
14 Settlement Class Member on this list, the Claims Administrator will calculate the amounts due to
15 each such Settlement Class Member. Within five (5) Days after the Effective Date, the Claims
16 Administrator shall inform Truststaff and Class Counsel of the amount of the funds necessary for
17 all payments required by this Settlement, including all awarded Class Counsel Attorneys' Fees
18 and Litigation Expenses, the awarded Claims Administration costs, the PAGA Penalty Payment,
19 the awarded Service Enhancement Payment, and the Net Settlement Amount to be distributed to
20 the Settlement Class.

21 11.2 No later than fifteen (15) Days after the Effective Date has passed, Truststaff shall
22 pay to the Claims Administrator the amount necessary to fund the QSF as follows: (1) the total
23 aggregate of the Settlement Payments to be paid to the Settlement Class, (2) the Claims
24 Administration Costs incurred and reasonably anticipated to be incurred by the Claims
25 Administrator and as approved by the Court, (3) any Court-approved Service Enhancement
26 Payments to the Class Representatives, (4) the Court-approved Attorneys' Fees for Class
27 Counsel, (5) the Court-approved Litigation Expenses of Class Counsel, and (6) the PAGA Penalty
28

1 Payment. Truststaff will provide the funds requested by the Claims Administrator into the QSF set
2 up and controlled by the Claims Administrator and the total amount of all funds paid into the QSF
3 shall not exceed the Gross Settlement Amount.

4 11.3 The Claims Administrator will pay the Settlement Payments to the Settlement
5 Class Members who did not timely submit executed Requests for Exclusion and the PAGA
6 Penalty Payment to the LWDA no later than thirty (30) Days after the Effective Date. Each
7 Settlement Payment check will carry a legend stating that by negotiating the check, the Settlement
8 Class Member is (1) consenting to participate in the Lawsuit and the Settlement reached therein;
9 and (2) releasing all state and federal wage and hour claims as set forth in the Notice and this
10 Stipulation.

11 11.4 The Settlement Checks shall contain a FLSA release on the back of each
12 Settlement check which states:

13 By depositing and/or cashing this check, I acknowledge that I
14 wish to participate in the Settlement of claims in action entitled
15 *Brock, et al. v. Dignity Health, et al.*, Superior Court of the State
16 of California, County of Los Angeles, Case No. BC616408. I
17 want to receive a settlement payment, and in return, I release
18 any claims that I may have against Defendants, and all of the
19 Releasees, as described in the Notice of Proposed Class Action
Settlement. If the Settlement becomes final, I understand will
also be deemed to have consented to join in the above action
and released all FLSA claims pursuant to Section 216(b) of the
Fair Labor Standards Act based on the facts alleged in the
Second Amended Complaint.

20 11.5 CLASS MEMBERS WHO DO NOT OPT-OUT AND WHO CASH OR
21 DEPOSIT ANY SETTLEMENT PAYMENT WILL BE CONSIDERED TO HAVE
22 OPTED-IN AND RELEASED HIS OR HER FLSA CLAIMS.

23 11.6 The Claims Administrator will pay Class Counsel's Attorneys' Fees and Litigation
24 Expenses, the Service Enhancement Payments to each Class Representative, and the Claims
25 Administration Costs no later than thirty (30) Days after the Effective Date. Payments made shall
26 constitute full satisfaction of any claim for fees or costs, and Class Representatives and Class
27 Counsel, on behalf of themselves and all Class Members, agree that they shall not seek nor be
28 entitled to any additional attorneys' fees or costs for the Released Claims or otherwise in

1 connection with this litigation. Class Counsel shall provide Trustaff's Counsel and the Claims
2 Administrator with the pertinent taxpayer identification numbers and instructions on the total
3 amount of the payment for wiring and reporting purposes within five (5) Days after the Effective
4 Date has passed. Other than any reporting of this fee payment as required by this Stipulation or
5 law, which the Claims Administrator and/or Trustaff shall make, Class Counsel shall be
6 responsible for the reporting and payment of any federal, state, and/or local income or other form
7 of tax on any payment that they receive pursuant to this Stipulation.

8 11.7 Not later than thirty-five (35) Days following the Effective Date, the Claims
9 Administrator shall provide Class Counsel and Trustaff's Counsel with a declaration under oath
10 to verify the mailing of Settlement Payment checks and the other distributions from the Gross
11 Settlement Amount. Any checks issued to Settlement Class Members shall remain negotiable for
12 a period of one hundred eighty (180) Days from the date of mailing. Settlement Class Members
13 who fail to cash their check(s) in a timely fashion shall remain subject to the terms of the
14 Settlement, the Released Claims, and final Approval Order from the Court.

15 11.8 Except for reversion to the Trustaff Defendants of any remaining or un-awarded
16 Attorneys' Fees pursuant to Section 9.5 above, there is no reversion to the Trustaff Defendants
17 under this Settlement. The entire Net Settlement Amount will be paid out to the Settlement Class
18 Members. The funds associated with any checks which are not timely cashed shall be sent by the
19 Claims Administrator the State of California, Industrial Relations Unpaid Wage Fund, in the
20 name of the intended beneficiaries of the checks, together with a spreadsheet identifying Class
21 List information for each Settlement Class Member who did not timely cash their Settlement
22 Payment check and the amount of the uncashed check, within two hundred (200) Days from the
23 date of mailing the Settlement Payment checks.

24 **XII. RELEASED CLAIMS**

25 12.1 Released State Law Claims. Upon the Effective Date, each of the Settlement Class
26 Members, on behalf of themselves, and each of their heirs, representatives, successors, assigns,
27 and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully,
28

1 finally, and forever released, relinquished, and discharged the Released Parties from the following
2 claims, which pursuant to the Stipulation are being released for the period through and including
3 the end date of the Class Period unless otherwise stated herein: All claims, obligations, demands,
4 actions, rights, causes of action, and liabilities asserted in the Lawsuit, or that are pled in or
5 reasonably related to claims and potential claims described in the Second Amended Complaint,
6 including but not limited to the Alleged Claims and (a) all claims of any kind related to alleged
7 unpaid compensation, including without limitation all claims for wages, overtime, meal and rest
8 period premiums, damages, unpaid costs, penalties (including late payment penalties), liquidated
9 damages, punitive damages, interest, attorneys' fees, litigation expenses, restitution, or equitable
10 relief, whether known or unknown; (b) all claims for unpaid overtime and straight time wages
11 under California Labor Code sections 510, 1194, 1197, and 1198 and any other applicable
12 sections, as well as under Industrial Welfare Commission Wage Orders 4-2001 and 5-2001; (c) all
13 claims for the failure to provide meal and rest periods under California Labor Code sections
14 226.7, 512, and 1198 and any other applicable sections, as well as under Industrial Welfare
15 Commission Wage Orders 4-2001 and 5-2001; (d) all claims for unreimbursed business-related
16 expenses under California Labor Code section 2802 and any other applicable sections; (e) all
17 claims for "waiting time" penalties for late paid or unpaid wages under California Labor Code
18 section 203 and any other applicable sections; (f) all claims for inaccurate or deficient wage
19 statements under Labor Code section 226 and any other applicable sections; (g) claims based on
20 (a) through (f) above, as a predicate for alleged violations of the California Unfair Competition
21 Act, and in particular, California Business & Professions Code § 17200 *et seq.*; (h) all claims
22 under California's Private Attorneys General Act ("PAGA") and all relief sought thereunder
23 during the statutory period of April 7, 2015 to the date of Preliminary Approval; and (i) any
24 premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief,
25 declaratory relief, or accounting based on or related to the above claims (the "State Law Released
26 Claims"). The State Law Released Claims are the claims meeting the above definition under any
27 and all applicable statutes or common law, which includes claims under PAGA and includes
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1 without limitation claims on behalf of each Class Member, claims on behalf of other current and
2 former Truststaff employees, and claims on behalf of the State of California.

3 The State Law Released Claims expressly exclude Plaintiff Brock's Individual Claims,
4 and all unrelated claims including but not limited to claims for retaliation, discrimination,
5 unemployment insurance, disability, workers' compensation and claims outside the Class Period
6 which are not released.

7 The Settlement Class Members shall be deemed to have expressly waived and
8 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits they may
9 otherwise have had relating to the Released State Law Claims pursuant to Section 1542 of the
10 California Civil Code, which provides as follows:

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

14 All Class Members shall be bound by this release unless they formally opt-out of this
15 Settlement by submitting a valid and timely Request for Exclusion.

16 12.2 Released Federal Law Claims. Each Settlement Class Member who deposits
17 and/or cashes any Settlement Payment shall be deemed to have, and by operation of the Judgment
18 shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties
19 from the following claims, on behalf of themselves, and each of their heirs, representatives,
20 successors, assigns, and attorneys, which pursuant to the Stipulation are being released through
21 and including the end date of the Class Period: All federal claims, obligations, demands, actions,
22 rights, causes of action, and liabilities asserted in the Lawsuit, or that are pled in or reasonably
23 related to claims and potential claims described in the Second Amended Complaint, including but
24 not limited to the Alleged Claims, whether known or unknown, and whether anticipated or
25 unanticipated, by a Settlement Class Member that accrued during the Class Period. This includes,
26 without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages,
27 punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based
28 on any and all claims related to compensation which arise under or are predicated upon the Fair

1 Labor Standards Act of 1938 ("FLSA"), as amended, 29 U.S.C. §§ 201, *et seq.* The Settlement
2 Class Members shall be deemed to have expressly waived and relinquished, to the fullest extent
3 permitted by law, the provisions, rights and benefits they may otherwise have had relating to the
4 Released Federal Law Claims pursuant to Section 1542 of the California Civil Code, which
5 provides as follows:

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

10 12.3 Class Representatives' Released Claims. Except as provided below with respect to
11 Plaintiff Brooks' Individual Claims, upon the Effective Date, Class Representatives, on behalf of
12 themselves, and their heirs, representatives, successors, assigns, and attorneys, shall be deemed to
13 have, and by operation of the Judgment shall have, fully, finally, and forever released,
14 relinquished, and discharged all claims, obligations, demands, actions, rights, causes of action,
15 and liabilities asserted in the Lawsuit, or that are pled in or reasonably related to claims and
16 potential claims described in the Second Amended Complaint, including but not limited to the
17 Alleged Claims and (a) all claims of any kind related to alleged unpaid compensation, including
18 without limitation all claims for wages, overtime, meal and rest period premiums, damages,
19 unpaid costs, penalties (including late payment penalties), liquidated damages, punitive damages,
20 interest, attorneys' fees, litigation expenses, restitution, or equitable relief, whether known or
21 unknown, under both state law and federal law, including under the FLSA; (b) all claims for
22 unpaid overtime and straight time wages under California Labor Code sections 510, 1194, 1197,
23 and 1198 and any other applicable sections, as well as under Industrial Welfare Commission
24 Wage Orders 4-2001 and 5-2001; (c) all claims for the failure to provide meal and rest periods
25 under California Labor Code sections 226.7, 512, and 1198 and any other applicable sections, as
26 well as under Industrial Welfare Commission Wage Orders 4-2001 and 5-2001; (d) all claims for
27 unreimbursed business-related expenses under California Labor Code section 2802 and any other
28 applicable sections; (e) all claims for "waiting time" penalties for late paid or unpaid wages under
California Labor Code section 203 and any other applicable sections; (f) all claims for inaccurate

1 or deficient wage statements under Labor Code section 226 and any other applicable sections; (g)
2 claims based on (a) through (f) above, as a predicate for alleged violations of the California
3 Unfair Competition Act, and in particular, California Business & Professions Code § 17200 *et*
4 *seq.*; (h) all claims under California's Private Attorneys General Act ("PAGA") and all relief
5 sought thereunder during the statutory period of April 7, 2015 to the date of Preliminary
6 Approval; and (i) any premiums, penalties, interest, punitive damages, costs, attorneys' fees,
7 injunctive relief, declaratory relief, or accounting based on or related to the above claims (the
8 "Class Representatives' Released Claims"). The Class Representatives' Released Claims are the
9 claims meeting the above definition under any and all applicable statutes or common law, which
10 includes claims under PAGA and includes without limitation claims on behalf of each Class
11 Member, claims on behalf of other current and former Truststaff employees, and claims on behalf
12 of the State of California.

13 The Class Representatives' Released Claims expressly exclude Plaintiff Brock's
14 Individual Claims. With regard to the Class Representative Fajemisin's Released Claims, Class
15 Representative Fajemisin expressly waives all rights under California Civil Code Section 1542,
16 which states:

17 **A general release does not extend to claims which the creditor**
18 **does not know or suspect to exist in his or her favor at the time**
19 **of executing the release, which if known to him or her must**
20 **have materially affected his or her settlement with the debtor.**

21 Class Representative Fajemisin may hereafter discover facts in addition to or different
22 from those which they now know or believe to be true with respect to the subject matter of the
23 Class Representatives Fajemisin's Released Claims, but they shall be deemed to have, and by
24 operation of the Judgment shall have, fully, finally, and forever settled and released any and all
25 Class Representatives Fajemisin's Released Claims, known or unknown, suspected or
26 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist,
27 or heretofore have existed upon any theory of law or equity now existing or coming into existence
28 in the future, including, but not limited to, conduct which is negligent, intentional, with or without
malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or

1 existence of such different or additional facts.

2 **XIII. MOTIONS FOR COURT APPROVAL**

3 13.1 Motion for Preliminary Approval – Plaintiffs’ counsel shall prepare the first draft
4 of the joint motion for preliminary approval and shall not file that motion without Trustaff’s
5 approval. Plaintiffs agree to provide to Trustaff for review and comment the draft motion for
6 preliminary approval at least three (3) business days before the filing of the motion. By no later
7 than October 30, 2017, Plaintiffs shall file: (i) this Stipulation, (ii) a noticed motion seeking the
8 Court’s preliminary approval of this Settlement, (iii) a proposed order granting such preliminary
9 approval and setting hearing for final approval, and (iv) any other documents consistent with
10 the Settlement and reasonably necessary to obtain the Court’s preliminary approval of the
11 Settlement. The hearing on the motion for preliminary approval will follow as soon thereafter as
12 the Court’s calendar shall allow.

13 13.2 Motion for Final Approval – The Parties shall request that the motion for final
14 approval be set for hearing at least one hundred (100) Days after the motion for preliminary
15 approval is filed. Plaintiff’s counsel shall prepare the first draft of the joint motion for final
16 approval and shall not file that motion without Trustaff’s approval. Plaintiffs agree to provide to
17 Trustaff for review and comment the draft motion for final approval at least three (3) business
18 days before the filing of the motion. Prior to the final approval hearing, the Plaintiffs shall file:
19 (i) the Motion for Final Approval, (ii) memorandum of points and authorities in support of the
20 Motion for Final Approval, (iii) Plaintiffs’ motion for Attorneys’ Fees, Litigation Expenses, and
21 Service Enhancement Payments, (iv) a proposed order granting final approval and entering
22 Judgment thereon, and (v) any other documents consistent with the Settlement and reasonably
23 necessary to obtain the Court’s approval of the Settlement. The Parties agree that the Court shall
24 maintain jurisdiction of this matter for the purpose of monitoring compliance with and
25 performance under this Stipulation and any and all orders and judgments, including the Judgment,
26 entered by the Court.
27
28

1 **XIV. RIGHT TO REVOKE**

2 14.1 Right to Revoke. Trustaff has the right in its sole and exclusive discretion to
3 terminate and withdraw from the Settlement at any time prior to the date the Court enters the
4 Approval Order if: (a) the Settlement is construed in such a fashion that Trustaff is required to
5 pay more than the Gross Settlement Amount; or (b) the Court does not certify the Settlement
6 Class as described herein, or does not certify a class or collective action releasing all of the
7 Released Claims defined herein, or otherwise makes an order substantially inconsistent with any
8 of the material terms of this Stipulation; or (c) the Court does not grant preliminary or final
9 approval of the Settlement. Plaintiffs do not have the right to withdraw from the Settlement if the
10 Court reduces the amount of Class Counsel Attorneys' Fees or Litigation Expenses or the Service
11 Enhancement Payments sought in the motions for preliminary or final approval.

12 14.2 Termination of Settlement Agreement. If the conditions of the Settlement set forth
13 in this Stipulation are not satisfied, or if the Court does not enter the Approval Order substantially
14 in the form as provided for in this Stipulation, or if appellate review is sought and on such review
15 the Court's decision is materially modified or reversed, or, if one or more of the material terms of
16 the Settlement is not approved or the Settlement with respect to one or more such terms is
17 materially modified or reversed, then this Settlement shall be canceled, terminated, and shall have
18 no force or effect. If the Effective Date does not occur, or if this Settlement is terminated,
19 revoked, or canceled pursuant to its terms, the Parties to this Settlement shall be deemed to have
20 reverted to their respective status as of the date and time immediately prior to the execution of
21 this Settlement. In such an event, neither the Stipulation, nor the settlement documents, nor the
22 negotiations leading to the Settlement may be used as evidence for any purpose, and Trustaff
23 shall retain the right to challenge all claims and allegations in the Lawsuit, to assert all applicable
24 defenses, and to dispute the propriety of class certification on all applicable grounds.

25 **XV. COOPERATION**

26 15.1 The Parties shall cooperate fully with each other in seeking approval of the Court
27 of this Stipulation and to use their respective best efforts to consummate the Settlement and cause
28 the Approval Order and Judgment to be entered and to become final. The Parties therefore agree

1 to cooperate in good faith to promptly prepare, execute and finalize all Settlement-related
2 documents, seek all necessary Court approvals, and do all other things necessary to consummate
3 the Settlement. The Parties also agree to mutually seek to stay any pending or subsequently-filed
4 class action lawsuits that allege any of the Released Claims set forth in Section 12 of this
5 Stipulation.

6 15.2 No Party to this Stipulation shall seek to evade his, her, or its good faith
7 obligations to seek approval and implementation of this Settlement by virtue of any ruling, order,
8 governmental report or other development, whether in the Lawsuit, in any other litigation or
9 otherwise that hereafter might occur and might be deemed to alter the relative strengths of the
10 Parties with respect to any claims or defenses or their relative bargaining power with respect to
11 negotiating.

12 15.3 The Parties and their respective counsel of record deem this Settlement to be fair
13 and reasonable and have arrived at this Settlement in an arm's-length negotiation taking into
14 account all relevant factors, present or potential.

15 15.4 Except with respect to Plaintiff Brock's Individual Claims, Class Representative
16 Brock, Fajemisin and Class Counsel agree to waive appeals of an order granting final approval of
17 this Settlement or entering judgment in this Lawsuit as to Trustaff so long as such order is
18 consistent with the material terms of this Stipulation.

19 15.5 No Solicitation of Settlement Objections or Exclusions. The Parties agree to use
20 their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or
21 their counsel seek to solicit or otherwise encourage Class Members to submit either written
22 objections to the Settlement or Requests for Exclusion from the Settlement, or to appeal from the
23 Court's Final Judgment.

24 **XVI. CONFIDENTIALITY AND NON-DISPARAGEMENT**

25 16.1 The Parties and their counsel of record will keep the Settlement, the Settlement-
26 related documents, and their Settlement negotiations (including without limitation, the
27 negotiations in the course of mediation), confidential and will not disclose that information to any
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1 third party, excluding the Court and the parties to whom PAGA Notice shall be sent, until the date
2 the Notice Packet is mailed to Class Members. No comments of any kind regarding this
3 Stipulation, the Settlement, the Settlement-related documents, the Settlement negotiations
4 (including without limitation, the negotiations in the course of mediation), or the resolution of the
5 Lawsuit, may be made at any time by the Parties or their counsel to the press/media, unless the
6 Parties agree otherwise in writing. The Parties and their counsel agree that they will not issue any
7 press releases or initiate any contact with the media regarding this Lawsuit, the Stipulation, or the
8 Settlement. If the Parties and/or their counsel are contacted by the media, they may inform the
9 media that the Lawsuit has been amicably resolved, and refer them to the public filings in the
10 Lawsuit. The Parties and their counsel agree that they will not disclose the terms of the Settlement
11 on any websites or in any other materials not necessary for the facilitation of the Settlement, other
12 than in submissions to courts regarding this case by Class Counsel as part of descriptions
13 regarding qualifications for court appointments to class counsel or leadership positions or other
14 similar applications or motions, or for accounting or tax reporting obligations. Notwithstanding
15 the foregoing, Truststaff shall have the right to disclose the Settlement and its terms for litigation
16 purposes, for accounting or public filing purposes, or to otherwise comply with any public
17 reporting duties. The Parties' Counsel shall also retain the right to discuss the Settlement with the
18 Parties, and vice versa.

19 16.2 The Class Representatives agree that they will refrain from discussing the terms or
20 the fact of this Settlement with any third parties other than (1) their immediate family members
21 and (2) their accountants or attorneys, as necessary.

22 16.3 The Class Representatives further agree that they shall not commit any act or make
23 any statement that is, or could reasonably be interpreted as, detrimental to the business,
24 reputation, or good will of Truststaff, including making any negative or disparaging statements
25 about Truststaff's business, its officers, directors, agents, and/or other personnel (past and present),
26 its employment policies and practices, operations, products, or services, either as fact or opinion.
27 Truststaff agrees that it will only confirm dates of employment in response to inquiries regarding
28

1 Plaintiffs' employment with Trustaff. Trustaff and the Class Representatives acknowledge the
2 terms of this Stipulation shall not preclude either side from providing truthful testimony if
3 mandated by subpoena or court order to do so, or pursuant to an informal request from a
4 government agency.

5 **XVII. MISCELLANEOUS PROVISIONS**

6 17.1 All of the Parties have been represented by counsel throughout all negotiations that
7 preceded the execution of this Stipulation, and this Stipulation is made with the consent and
8 advice of counsel.

9 17.2 This Stipulation may not be modified or amended, except in a writing that is
10 signed by the respective counsel of record for the Parties and approved by the Court.

11 17.3 This Stipulation and the Exhibits attached hereto constitute the entire agreement
12 between the Parties concerning the subject matter hereof, and supersede and replace all prior
13 negotiations, understandings, memoranda of understanding and proposed agreements, written and
14 oral, relating thereto. No extrinsic oral or written representations or terms shall modify, vary or
15 contradict the terms of the Stipulation unless made in writing and signed by duly authorized
16 representatives of all Parties and approved in writing by a final order of the Court. No waiver of
17 any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one
18 or more instance shall be deemed to be or construed as a further or continuing waiver of any such
19 term, provision or condition.

20 17.4 This Stipulation shall be subject to, governed by, construed, enforced, and
21 administered in accordance with the laws of the State of California, without giving effect to the
22 principles of conflict of laws, both in its procedural and substantive aspects, and shall be subject
23 to the continuing jurisdiction of the Court. This Stipulation shall be construed as a whole
24 according to its fair meaning and intent, and not strictly for or against any party, regardless of
25 who drafted (or was principally responsible for drafting) this Stipulation or any specific term or
26 condition thereof. In any construction to be made of the Stipulation, the Stipulation shall not be
27 construed against any party and the canon of contract interpretation set forth in California Civil
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1 Code section 1654 shall not be applied.

2 17.5 The Settlement shall be binding upon and inure to the benefit of the Parties'
3 respective successors, assigns, heirs, spouses, marital communities, executors, administrators and
4 legal representatives. The Stipulation and Settlement are not designed to and do not create any
5 third-party beneficiaries either express or implied.

6 17.6 The Parties agree the Court shall retain jurisdiction with respect to the
7 interpretation, implementation and enforcement of the terms of the Stipulation and all orders and
8 judgments in connection therewith, and all parties hereto submit to the jurisdiction of the Court
9 for these purposes. Before declaring any provision of this Stipulation invalid, the Court shall first
10 attempt to construe the provisions valid to the fullest extent possible consistent with applicable
11 precedents so as to define all provisions of this Agreement valid and enforceable.

12 17.7 This Stipulation may be executed in one or more counterparts, each of which shall
13 be deemed an original and together shall constitute one and the same instrument. When each of
14 the Parties has signed at least one such counterpart, this Stipulation shall become effective and
15 binding as to all of the Parties as of the day and year last executed. Fax and/or electronically
16 scanned signatures shall be deemed as effective as originals.

17 17.8 The Parties hereto represent, covenant, and warrant that they have not directly or
18 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
19 person or entity any portion of any liability, claim, demand, action, cause of action or rights
20 herein released and discharged except as set forth herein.

21 17.9 Each individual signing this Stipulation warrants that he and/or she has the
22 authority and is expressly authorized to enter into this Stipulation on behalf of the party for which
23 that individual signs.

24 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the
25 foregoing terms and conditions by executing this Stipulation as of the date indicated below.
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27
28

1 Dated: October __, 2017

MARCELLA BROCK

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4 Dated: October __, 2017

ADENIKE FAJEMISIN

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7
8 Dated: October __, 2017

SHAKOURI LAW FIRM

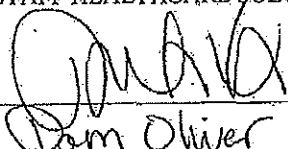
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10 By

Ashkan Shakouri
Attorneys for Plaintiffs
Marcella Brock & Adenike Fajemisin

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15 Dated: October 20, 2017

TRUSTAFF HEALTHCARE SOLUTIONS,
LLC

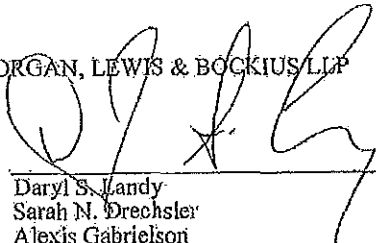
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21 Dated: October 23, 2017

MORGAN, LEWIS & BOCKIUS LLP

22
23
24 By


Daryl S. Landy
Sarah N. Drechsler
Alexis Gabrielson
Attorneys for Defendants
Trustaff Management, Inc. and Trustaff
Healthcare Solutions

25
26
27 (Additional signatures on following page)

28
MORGAN, LEWIS &
BOCKIUS LLP
ATTORNEYS AT LAW
CHICAGO, ILL.

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Dated: November 10, 2017

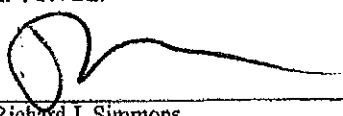
DIGNITY HEALTH

By Saliba H. Salo
Saliba H. Salo

[PRINT NAME] President & CEO,
Northridge Hospital Medical Center

November 15,
Dated: October, 2017
2017

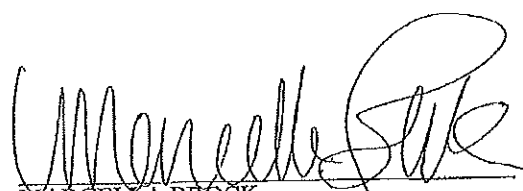
SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP

By 

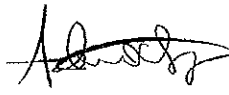
Richard J. Simmons
Daniel J. McQueen
Melissa M. Smith
Brett D. Young
Attorneys for Defendant
Dignity Health

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Dated: October 24, 2017


MARCELLA BROCK

Dated: October __, 2017


ADENIKE FAJEMISIN

Dated: October 26, 2017

SHAKOURI LAW FIRM

By Ashkan Shakouri
Ashkan Shakouri
Attorneys for Plaintiffs
Marcella Brock & Adenike Fajemisin

Dated: October __, 2017

TRUSTAFF HEALTHCARE SOLUTIONS,
LLC

By _____
[INSERT NAME]

Dated: October __, 2017

MORGAN, LEWIS & BOCKIUS LLP

By _____
Daryl S. Landy
Sarah N. Drechsler
Alexis Gabrielson
Attorneys for Defendants
Trustaff Management, Inc. and Trustaff
Healthcare Solutions

(Additional signatures on following page)