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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES**

18 CHRISTINE DANELIAN, an individual, on
19 behalf of herself and all others similarly
20 situated,

21 Plaintiff,

22 vs.

23 MEDIX STAFFING SOLUTIONS, INC., an
Illinois corporation; CITY OF HOPE
24 NATIONAL MEDICAL CENTER, a California
corporation; CITY OF HOPE, an entity of
25 unknown form; and DOES 1 through 50,
inclusive,

26 Defendants.

Case No. BC649846
Related to Case No. BC603925

**AMENDED STIPULATION OF CLASS
SETTLEMENT AND RELEASE**

Judge: Kenneth R. Freeman
Dept: 14

Complaint Filed: February 8, 2017

1 This Stipulation of Amended Class Settlement and Release (“Amended Settlement
2 Agreement”) is made and entered into by and between Plaintiff Christine Danelian (“Plaintiff” or
3 “Danelian”), Defendant Medix Staffing Solutions, Inc. (“Medix”), and Defendants City of Hope
4 and City of Hope National Medical Center (collectively, “City of Hope”), and is subject to the
5 terms and conditions hereof and the approval of the Court. Danelian, City of Hope, and Medix
6 are referenced collectively herein as “the Parties.”

7 **I. BACKGROUND AND RECITALS**

8 **Case Background**

9 1. On February 8, 2017, Danelian filed a class action lawsuit in the Superior Court
10 of the County of Los Angeles (the “Action”), Case No. BC649846, asserting eight causes of
11 action against Medix and City of Hope: (1) Failure to Pay Minimum Wages; (2) Failure to Pay
12 Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code §
13 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 221;
14 (7) Violation of Labor Code § 203; and (8) Violation of Business & Professions Code § 17200,
15 *et seq.*

16 2. On March 6, 2017, Danelian filed the operative First Amended Complaint, adding
17 a ninth cause of action under the Private Attorneys General Act (“PAGA”), Labor Code § 2698,
18 *et seq.*

19 3. On June 8, 2016, prior to the filing of this Action, *Seper, et al. v. City of Hope*
20 *National Medical Center* (“*Seper*”), Case No. BC603925, was filed in the Superior Court of Los
21 Angeles County, alleging various similar wage-and-hour claims against City of Hope National
22 Medical Center on behalf of a putative class that included some or all of the putative class
23 alleged by Danelian.

24 4. On April 26, 2018, the Court in *Seper* granted the *Seper* Parties’ motion for
25 preliminary approval of class action settlement. The *Seper* settlement class includes all putative
26 class members alleged by Danelian except for clinical research coordinators employed by
27 temporary staffing agencies during the period of August 18, 2012 to the date of preliminary
28 approval.

1 5. On May 1, 2018, the Parties in this case participated in a mediation before Hon.
2 Carl J. West (Ret.). Upon completion of the mediation, Judge West provided a mediator’s
3 proposal for the general terms resolving Plaintiff’s claims, which the parties later accepted.

4 6. The Parties have engaged in discovery in connection with the Parties’ mediation
5 efforts, including significant discovery related to putative class size and potential exposure.
6 Class Counsel has thoroughly investigated the facts relating to the claims alleged and analyzed
7 the legal principles applicable to the claims asserted against Medix and City of Hope.

8 7. The Parties agree that there may be individuals who are properly members of both
9 the *Seper* settlement class and the *Danelian* settlement class defined below. The Parties further
10 agree that recovery of a settlement under the *Seper* settlement agreement does not preclude
11 recovery of a settlement in *Danelian*.

12 **The Settlement**

13 8. The mediation session and mediator’s proposal resulted in the present Amended
14 Settlement Agreement between the Parties. At the hearing on Plaintiff’s original unopposed
15 motion for preliminary approval of the Parties’ original Settlement Agreement on December 13,
16 2018, the Court reaffirmed its stay on this action pending final approval of the settlement in the
17 related case of *Seper et al. v City of Hope National Medical Center*, Los Angeles Superior Court
18 Case No. BC630925 (“*Seper*”). The Court granted final approval and entered Judgment in *Seper*
19 on June 11, 2019. This lifted the stay on these proceedings and, on June 12, 2019, the Court
20 entered its Preliminary Approval Checklist Order requiring the Parties to submit further briefing
21 and amended Settlement and Notice documents to reflect the Court’s required revisions and
22 additions. The Court set a deadline of July 30, 2019 for filing the additional documents, and set a
23 continued hearing on Plaintiff’s motion for preliminary approval of the Amended Settlement
24 Agreement for August 20, 2019 at 11:00 a.m. in Dept. 14.

25 9. Based upon Class Counsel’s discovery, investigation, and legal evaluation, and
26 taking into account the sharply contested legal and factual issues involved and assessment of the
27 uncertainties of complex litigation and the relative benefits conferred upon the Settlement Class
28 pursuant to this Amended Settlement Agreement, Class Counsel has concluded that a settlement

1 with Medix and City of Hope, on the terms set forth in this Amended Settlement Agreement, is
2 fair, reasonable, adequate and in the best interests of Danelian and the Settlement Class.

3 10. Medix and City of Hope denied and continue to deny the allegations in the Action
4 in their entirety. Medix and City of Hope expressly deny each of the claims asserted against
5 each of them and any and all liability arising out of the conduct alleged. Medix and City of Hope
6 contend, specifically, that they have each complied at all times with the California Labor Code
7 and the California Business and Professions Code, and that they paid Danelian and Settlement
8 Class Members all wages, bonuses, commissions, and other payments owing to them under
9 applicable federal and state law. In addition, Medix and City of Hope deny that, if the case were
10 to proceed, any class could be certified.

11 11. Medix and City of Hope have concluded that further defense of this Class Action
12 would be protracted and expensive. Substantial amounts of Medix's and City of Hope's time,
13 energy and resources have been expended, and unless this settlement is made, will continue to be
14 expended in defense of the claims asserted in this Class Action. Medix and City of Hope have,
15 therefore, agreed to settle in the manner and upon the terms set forth in this Amended Settlement
16 Agreement to put to rest the claims as set forth in the Action. The parties specifically agree that
17 the agreement of Medix and City of Hope to settle this matter is not and shall not be construed as
18 an admission of any wrongdoing whatsoever by Medix and/or City of Hope against Danelian and
19 the other Settlement Class Members.

20 NOW THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the undersigned,
21 that this Class Action shall be settled, subject to the approval of the Court, pursuant to the
22 following terms and conditions:

23 **II. DEFINITIONS**

24 12. As used in this Amended Settlement Agreement, the following terms shall have
25 the following meanings:

- 26 a. "Claims Administrator" means CPT Group, Inc.
27 b. "Class Action," "the Action," and "this lawsuit" means the civil action
28 titled *Danelian v. Medix Staffing Solutions, Inc., City of Hope National Medical Center, City of*

1 *Hope, et al.*, currently pending in the Superior Court of the County of Los Angeles, Case No.
2 BC649846.

3 c. “Class Counsel” means David Yeremian & Associates, Inc.

4 d. “Class Notice” means the Notice of Proposed Class Action Settlement to
5 be sent to the Settlement Class Members, pursuant to the terms of the Court’s Preliminary
6 Approval Order. The Class Notice shall be substantially in the form attached as Exhibit A to this
7 Amended Settlement Agreement.

8 e. “Class Released Claims” means any and all claims, debts, liabilities,
9 demands, obligations, damages, suits, actions or causes of action of any kind, whether known or
10 unknown, which have been or could have been asserted against the Released Parties arising out
11 of or related to all claims for meal and rest break violations, wages, waiting time penalties,
12 accurate and properly itemized wage statements, and all other claims of any kind for wages,
13 penalties, interest, costs and attorneys’ fees arising from the alleged violation of any provision of
14 statutory or common law addressed in the allegations of the Complaint, including those related to
15 wages, California wage-and-hour law and/or federal wage-and-hour law that were or could have
16 been raised by or on behalf of Danelian or the Settlement Class Members, or heirs, executors,
17 administrators, successors or assigns of any of them (whether directly, indirectly,
18 representatively, derivatively or in any other capacity), accruing any time between February 8,
19 2013 and July 1, 2018, including, but not limited to, those arising under the California Labor
20 Code §§ 201-04, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1199, 2698,
21 2699; California Code of Civil Procedure § 1021.5; California Code of Regulations, the
22 corresponding California Industrial Welfare Commissions Wage Orders; California Business &
23 Professions Code § 17200, *et seq.*, Fair Labor Standards Act (“FLSA”); and the California Labor
24 Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*

25 i. Class Released Claims relating to the FLSA will be released when
26 a Settlement Class Member endorses his/her Settlement Award check, which shall be the opt-in
27 consent required by the FLSA.
28

1 f. "Complaint" means the First Amended Complaint filed on March 6, 2017
2 in this Action, with case number BC649846.

3 g. "Defendants" means Medix and City of Hope.

4 h. "Effective Date" means the later of either (a) if no objections are timely
5 filed, the date of Final Approval of this Amended Settlement Agreement by the trial court; (b) if
6 objections are filed but no appeal is filed, the expiration date of the time for filing notice of any
7 appeal from the Order Granting Final Class Action Settlement Approval by the trial court; or (c)
8 if an appeal is filed, the latest of (i) the date of final affirmance of an appeal of that Order, (ii) the
9 expiration of the time for a petition for review or writ of certiorari with respect to the Order and,
10 if review or certiorari is granted, the date of final affirmance of the Order following review
11 pursuant to that grant; or (iii) the date of final dismissal of any appeal from the Order or the final
12 dismissal of any proceeding on review or certiorari with respect to the Order that has the effect
13 of confirming the Order.

14 i. "Gross Settlement Amount" means the total amount of funds that Medix
15 and City of Hope will pay in exchange for the release of all Class Released Claims by Danelian
16 and the Settlement Class Members, as well as Claims Administrator costs, attorney fees and
17 costs, and an incentive award to the named Plaintiff. The Gross Settlement Amount shall be the
18 sum of one hundred fifty thousand dollars (\$150,000.00). In no event shall the Gross Settlement
19 Amount exceed that sum.

20 i. Medix shall pay thirty-five thousand dollars (\$35,000.00) of the
21 Gross Settlement Amount ("Medix Share") and shall have no obligation beyond that amount.

22 ii. City of Hope shall pay one hundred fifteen thousand dollars
23 (\$115,000.00) of the Gross Settlement Amount ("City of Hope Share") and shall have no
24 obligation beyond that amount.

25 j. "Implementation Schedule" means the dates agreed upon by counsel for
26 the Parties and approved by the Court for implementing the Amended Settlement Agreement.
27 The Implementation Schedule is attached hereto as Exhibit C.
28

1 k. "Net Settlement Amount" ("NSA") means the Gross Settlement Amount
2 less (i) up to ten thousand dollars (\$10,000.00) as an incentive award for Danelian for her efforts
3 in bringing and prosecuting this matter; (ii) up to thirty five percent (35%) of the Gross
4 Settlement Amount (\$52,500) for payment of attorneys' fees to Class Counsel; (iii) an amount
5 not to exceed ten thousand dollars (\$10,000.00) for Class Counsel's Costs/Expenses; (iv) an
6 amount not to exceed six thousand dollars (\$6,000.00) for the Claims Administrator's estimated
7 costs of administration of this Amended Settlement Agreement; and (v) three thousand seven
8 hundred and fifty dollars (\$3,750.00), which is 75% of the five thousand dollars (\$5,000.00)
9 allocated for the payment of civil penalties under the California Labor Code Private Attorney
10 General Act (the "PAGA Payment").

11 l. "Parties" means Danelian, City of Hope, and Medix.

12 m. "Released Parties" means (i) Medix and City of Hope; and (ii) Medix and
13 City of Hope's past, present, or future subsidiaries, divisions, predecessors, successors and
14 assigns, officers, agents, employees, advisors, insurers, attorneys, executors, administrators,
15 servants, owners, shareholders, bondholders, directors, partners, attorneys, and any parent
16 organizations, successors in interest, and/or representatives.

17 n. "Released Party" means (i) Medix or City of Hope; and (ii) Medix or City
18 of Hope's past, present, or future subsidiaries, divisions, predecessors, successors and assigns,
19 officers, agents, employees, advisors, insurers, attorneys, executors, administrators, servants,
20 owners, shareholders, bondholders, directors, partners, attorneys, and any parent organizations,
21 successors in interest, and/or representatives.

22 o. "Plaintiff" and "Danelian" mean Christine Danelian.

23 p. "Amended Settlement Agreement" means this Agreement and all Exhibits
24 attached to it.

25 q. "Settlement Award" means the gross payment that each Settlement Class
26 Member shall be entitled to receive pursuant to the terms of the Amended Settlement Agreement.

27 r. "Settlement Class" means all persons who are currently employed, or
28 formerly have been employed, by Medix as Clinical Research Coordinators at City of Hope at

1 any time between February 8, 2013 and July 1, 2018, and who do not timely opt out of the
2 Amended Settlement Agreement. As of July 1, 2018, there were 31 Settlement Class Members.

3 s. "Settlement Class Members" means all individuals in the Settlement Class.

4 t. "Settlement Fairness Hearing" means the hearing, also known as the Final
5 Approval Hearing, to be requested by the Parties and conducted by the Court, following
6 appropriate notice to the Settlement Class and an opportunity for Settlement Class Members to
7 exclude themselves from the Settlement Class and the proposed settlement, at which time the
8 Parties will request the Court to approve the fairness, reasonableness and adequacy of the terms
9 and conditions of the proposed settlement and this Amended Settlement Agreement and to enter
10 an Order of Final Approval and Final Judgment.

11 i. Notice of Final Approval and Final Judgment will be posted and
12 available to all Settlement Class Members on the Claims Administrator's website, as will this
13 Amended Settlement Agreement, the Class Notice as sent, and other documents relevant to the
14 approval and administration process.

15 **III. TERMS OF SETTLEMENT**

16 13. No Admission of Liability or Wrongdoing. Medix and City of Hope deny any
17 and all claims alleged in the Complaint and deny all wrongdoing and liability whatsoever.
18 Medix and City of Hope maintain, among other things, that they have complied at all times with
19 the California Labor Code, and all applicable California and federal law. This Amended
20 Settlement Agreement is not a concession or admission, and shall not be used against Medix
21 and/or City of Hope as an admission or indication with respect to any claim of any fault,
22 concession or omission by Medix and/or City of Hope. Regardless of whether the Amended
23 Settlement Agreement is finally approved, neither the Amended Settlement Agreement, nor any
24 document, statement, proceeding or conduct related to this Amended Settlement Agreement, nor
25 any reports or accounts thereof, shall in any event be: (i) construed, offered or admitted in
26 evidence as, received as, or deemed to be, evidence for any purpose, including, but not limited
27 to, evidence of a presumption, concession, indication or admission by City of Hope and/or
28 Medix of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed or

1 referred to for any purpose, or offered or received in evidence, in any further proceeding in this
2 lawsuit, or any other civil, criminal or administrative action or proceeding against City of Hope
3 and/or Medix except for purposes of settling this lawsuit pursuant to this Amended Settlement
4 Agreement and for obtaining preliminary and final approval thereof. The limitations set forth in
5 this paragraph do not apply to any use of this Amended Settlement Agreement by the Parties to
6 enforce this settlement following final approval by the Court.

7 14. Class Certification for Settlement Purposes Only. For settlement purposes only,
8 the Parties agree that the Settlement Class may be certified. For purposes of settling this lawsuit
9 only, the Parties stipulate and agree that the requisites for establishing class certification with
10 respect to the Settlement Class Members as defined above have been and are met. The parties
11 agree that evidence of this limited stipulation for settlement purposes only will not be deemed
12 admissible for any purpose in this action. It is the position of Medix and City of Hope that if this
13 case were to be litigated, class certification would be inappropriate, *inter alia*, because of
14 individualized issues, and that it would prevail on the merits.

15 15. Settlement Awards. The NSA shall be distributed to Settlement Class Members
16 who do not timely opt out of the Amended Settlement Agreement as follows.

17 a. Settlement Awards to the Settlement Class Members: In consideration for
18 the Amended Settlement Agreement and a release of all Class Released Claims (and Danelian
19 Released Claims in the case of Danelian) against the Released Parties, Medix and City of Hope
20 agree to pay to each Settlement Class Member who does not timely opt out of the Amended
21 Settlement Agreement the following amounts:

22 i. Each Settlement Class Member will be paid a pro rata share of the
23 NSA based on the number of weeks he or she worked for Medix at City of Hope between
24 February 8, 2013 and July 1, 2018, divided by the total number of work weeks worked by all
25 Settlement Class Members.

26 ii. Each of the amounts in paragraph 15.a.i. is subject to change
27 depending on the final tally of Settlement Class Members who do not timely opt out of the
28 Amended Settlement Agreement.

1 16. Danelian Will Not Seek Employment With Medix or City of Hope. Danelian
2 agrees not to seek employment with Medix or City of Hope in any capacity at any time.

3 **IV. SETTLEMENT FUND AND SETTLEMENT AWARD CALCULATION**

4 17. Gross Settlement Amount and Employer-Side Taxes.

5 a. Deposit. Within thirty (30) business days after the Effective Date, Medix
6 shall deliver the Medix Share to the Claims Administrator and City of Hope shall deliver the City
7 of Hope Share to the Claims Administrator, totaling the Gross Settlement Amount. Immediately
8 upon receipt by the Claims Administrator, the Gross Settlement Amount shall be transferred into
9 a Qualified Settlement Fund pursuant to Internal Revenue Code Section 1.468B-1 (the
10 “Qualified Settlement Fund Account”). No Party shall have any further obligation or liability for
11 any payment under this Agreement to Danelian or to the Settlement Class Members.

12 b. Disbursement by Claims Administrator. All disbursements shall be made
13 from the Qualified Settlement Fund Account. The Claims Administrator shall be the only entity
14 authorized to make withdrawals or payments from the Qualified Settlement Fund Account. All
15 payments to Qualified Claimants shall be made in a single distribution by the Claims
16 Administrator (except for checks that are returned, which are addressed further below).

17 c. Interest. The interest on the funds deposited by Medix and City of Hope
18 will inure pro rata to the party to whom the underlying funds are ultimately paid out.

19 18. Danelian, Class Counsel, Costs of Administration, PAGA Payment, and Taxes.
20 Subject to Court approval and for purposes of effectuating this Amended Settlement Agreement,
21 the following amounts shall be paid by the Claims Administrator from the Gross Settlement
22 Amount:

23 a. Incentive Award. Subject to Court approval and in exchange for the
24 release of all Danelian Released Claims as defined in paragraph 22.a.i., and in addition to her
25 individual Settlement Award as a member of the Settlement Class, up to ten thousand dollars
26 (\$10,000.00), pending the Court’s final approval, will be set aside for Danelian’s efforts in
27 bringing and prosecuting this matter. The Qualified Settlement Fund Account shall issue an IRS
28 Form 1099 for this payment. Any amounts not approved by the Court as an Incentive Award up

1 to the amounts set forth in this paragraph shall be added back to the NSA to be distributed to the
2 Settlement Class Members pursuant to paragraph 15 above.

3 b. Class Counsel.

4 i. Class Counsel shall make a motion for reasonable attorneys' fees
5 and costs incurred by Class Counsel. The reasonable attorneys' fees requested by Class Counsel
6 shall not exceed thirty five percent (35%) of the Gross Settlement Amount, or fifty two thousand
7 five hundred dollars (\$52,500.00). These amounts will compensate Class Counsel for work
8 already performed in this case and all of the work remaining to be performed in this case,
9 including but not limited to documenting the Amended Settlement Agreement, securing Court
10 approval of the Amended Settlement Agreement, making sure that the Amended Settlement
11 Agreement is fairly administered and implemented, obtaining final judgment of the action, and
12 addressing any appeals or further proceedings that may occur. Class Counsel's Costs/Expenses
13 reimbursement request shall not exceed ten thousand dollars (\$10,000.00).

14 ii. Medix and City of Hope and their attorneys agree not to oppose
15 any application or motion by Class Counsel for attorneys' fees and costs up to those amounts set
16 forth herein, so long as any such application or motion is consistent with the provisions of this
17 Amended Settlement Agreement, and Class Counsel agrees not to petition the Court for any
18 additional payments for fees, costs, or interest.

19 iii. The Claims Administrator shall pay the attorneys' fees and costs
20 approved by the Court, as set forth above from the Gross Settlement Amount within ten (10)
21 business days of deposit of the Gross Settlement Amount pursuant to the Implementation
22 Schedule (Exhibit C). Any amounts not approved by the Court in attorneys' fees and costs up to
23 the amounts set forth in paragraph 18.b.i. above shall be added back to the NSA to be distributed
24 to the Settlement Class Members pursuant to paragraph 15 above.

25 iv. The attorneys' fees and costs approved by the Court shall constitute
26 full satisfaction of Medix and City of Hope's obligations to pay amounts to any person, attorney,
27 or law firm for attorneys' fees, expenses, or costs incurred on behalf of Danelian and/or the
28 Settlement Class in the Class Action, and shall relieve Medix and City of Hope from any other

1 claims or liability to any other attorney or law firm for any attorneys' fees, expenses, and/or costs
2 to which any of them may claim to be entitled on behalf of Danelian and/or the Settlement Class.
3 Danelian further agrees that any allocation of fees between or among Class Counsel and any other
4 attorney representing a Plaintiff and/or the Settlement Class shall be the sole responsibility of
5 Class Counsel, and Danelian agrees to hold harmless Medix and City of Hope from any claim or
6 liability by any other party claiming attorneys' fees or costs.

7 v. An IRS Form 1099 shall be provided to Class Counsel for the
8 payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay
9 any and all applicable taxes on the payment made to Class Counsel. Medix and City of Hope
10 make no representations or warranties regarding the tax consequences or obligations resulting
11 from any payments made to Class Counsel. Class Counsel agrees to hold harmless Medix and
12 City of Hope, the Claims Administrator, and the Qualified Settlement Fund Account from any
13 claim or liability for taxes, penalties, or interest for which Class Counsel is responsible as a result
14 of the payment or any allocation of the payment made to Class Counsel.

15 c. Costs of Administration. Neither the Settlement Class Members nor Class
16 Counsel shall have any responsibility or liability with respect to any administration costs incurred
17 in connection with the administration of, and the distribution from, the NSA. All fees, costs, and
18 expenses by the Claims Administrator pertaining to this Amended Settlement Agreement shall be
19 paid from the Gross Settlement Amount as set forth in this Amended Settlement Agreement in an
20 amount not to exceed six thousand dollars (\$6,000.00). Any amounts not approved by the Court
21 in administration costs pertaining to this Amended Settlement Agreement up to the amount set
22 forth in this paragraph shall be added back to the NSA to be distributed to the Settlement Class
23 Members pursuant to paragraph 15 above. The Parties agree to cooperate in the settlement
24 administration process and to make all reasonable efforts to control and minimize the costs and
25 expenses incurred in the administration of the Amended Settlement Agreement.

26 d. PAGA Payment. The total PAGA Payment shall be five thousand dollars
27 (\$5,000.00). Seventy-five percent (75%) of that total, in the amount of three thousand seven
28 hundred fifty dollars (\$3,750), shall be paid to the State of California Labor & Workforce

1 Development Agency. The remaining twenty-five percent (25%), in the amount of one thousand
2 two hundred fifty dollars (\$1,250.00), shall be added back to the NSA to be distributed to the
3 Settlement Class Members pursuant to paragraph 15 above.

4 e. Payroll Taxes. In addition to the Medix Share of the Gross Settlement
5 Amount, Medix will bear the entire employer share of FICA and FUTA payroll taxes on the
6 wages portion of the Settlement Awards paid to Settlement Class Members to the extent required
7 by law. The employee share of FICA taxes shall be deducted from the wages portion of the
8 Settlement Awards paid to Settlement Class Members to the extent required by law.

9 19. Settlement Awards to Eligible Class Members. Solely for purposes of
10 effectuating this Amended Settlement Agreement and in exchange for the release of the Class
11 Released Claims by the Settlement Class Members (and Danelian Released Claims in the case of
12 Danelian), Settlement Class Members who do not timely opt out of the Amended Settlement
13 Agreement shall be paid a Settlement Award from the NSA in the amount(s) calculated in
14 paragraph 15 above. The Claims Administrator shall be responsible for determining eligibility
15 for, and the amount of, the Settlement Awards to be paid. Further:

16 a. Settlement Awards shall be paid to Settlement Class Members no later
17 than the date specified in the Implementation Schedule.

18 i. The Settlement Award shall be treated by all parties as forty
19 percent (40%) non-wage penalties, forty percent (40%) interest, and twenty percent (20%)
20 wages. Both the non-wage penalties and interest payments shall be reported to the Settlement
21 Class Member on an IRS Form 1099 and shall not be subject to FICA and FUTA withholding
22 taxes. The wage payments shall be reported to the Settlement Class Member on an IRS Form W-
23 2. Settlement Class Members shall be solely and legally responsible to pay any and all
24 applicable taxes on the payments made to them (regardless of how the Parties have characterized
25 them). Medix and City of Hope make no representations or warranties regarding the tax
26 consequences or obligations resulting from any payments made to Settlement Class Members.

27 b. All eligibility and Settlement Award determinations shall be based on
28 personnel and payroll records that Medix will make available as needed to the Claims

1 Administrator. Settlement Class Members shall have an opportunity to correct the personnel and
2 payroll information reflected on the Class Notice attached hereto as Exhibit A. The Claims
3 Administrator shall have the sole authority to resolve any such disputes, and may consult with
4 Class Counsel and Medix and City of Hope's counsel in doing so. Any Settlement Awards that
5 are undeliverable to Settlement Class Members shall be distributed pursuant to subsection (d) of
6 this paragraph.

7 c. The Court shall retain jurisdiction over enforcement of the Amended
8 Settlement Agreement.

9 d. All checks for Settlement Awards shall remain valid and negotiable for
10 one hundred eighty (180) days from the date of their issuance. The Class Notice will inform the
11 Settlement Class Members that their check must be cashed or deposited within 180 days.

12 i. Subject to the Court's approval and a finding of good cause, the
13 funds represented by Settlement Award checks returned as undeliverable, and those Settlement
14 Award checks remaining un-cashed for more than 180 days after issuance, shall be voided by the
15 Claims Administrator and the funds shall be remitted to the Unclaimed Property Division of the
16 State Controller's Office to be held in the Unclaimed Property Fund for the Settlement Class
17 Member's benefit. The Parties agree that good cause exists for the Court to approve the proposed
18 distribution pursuant to California Code of Civil Procedure, section 384, because the unclaimed
19 funds include unclaimed wages of Settlement Class Members that will be held by the State of
20 California for the benefit of said Settlement Class Members, who may request receipt of payment
21 from the State of California, State Controller's Office, Unclaimed Property Fund, for an
22 extended period of time, after which time the funds shall escheat to the State if they remain
23 unclaimed. The Parties believe that this proposed distribution would better serve the interests of
24 the Settlement Class Members than the distribution proposed in California Code of Civil
25 Procedure, section 384. Additionally, given the fact there are only 31 Settlement Class Members,
26 there will be resolution as to each and funds will be held for them such that there will be no
27 unpaid cash residue or unclaimed or abandoned funds from these class proceedings.
28

1 e. The aggregate amount of the Settlement Awards to Settlement Class
2 Members shall not under any circumstances exceed the NSA.

3 20. Completion of and Report on Settlement Administration. Administration of the
4 Amended Settlement Agreement shall be completed on or before the date specified in the
5 Implementation Schedule. Upon completion of administration of the Amended Settlement
6 Agreement, the Claims Administrator shall provide written certification of such completion and
7 provide proof of payment at the request of the Court and/or counsel for the Parties. The Claims
8 Administrator also shall furnish counsel for the Parties with a report showing the amounts and
9 dates of each payment.

10 21. Date of Distribution. In no event shall there be any distribution from the Gross
11 Settlement Amount until after the Effective Date.

12 **V. RELEASES**

13 22. It is hereby agreed, by and between Danelian, Settlement Class Members who do
14 not timely and validly opt-out of this Settlement, and Medix and City of Hope, through their
15 respective counsel of record, and subject to the approval of the Court, in consideration of the
16 benefits inuring to the Parties, and without any admission of any liability or wrongdoing
17 whatsoever by Medix and City of Hope, that upon entry of the Order and Final Judgment:

18 a. Release by Danelian.

19 i. Danelian hereby fully releases and forever discharges the Released
20 Parties from any and all Class Released Claims (as defined above in paragraph 12.e.), and any
21 and all existing claims, demands, suits, actions, causes of action, obligations, agreements,
22 contracts, promises, liabilities, debts, compensation, damages, losses, costs, expenses, and
23 attorneys' fees, of any and every kind, nature or character, known or unknown, suspected or
24 unsuspected, actual or potential, absolute or contingent, pending or anticipated, which arise out
25 of, are based upon, are by reason of, relate to, or in any way involve Danelian's employment by,
26 with or at Medix and/or City of Hope, including the termination thereof, including, but not
27 limited to, those arising under any federal, state, or local law, regulation or ordinance, contract,
28 quasi-contract, the common law, public policy, or any constitution, such as, without limitation,

1 the California Labor Code, the California Fair Employment and Housing Act, Government Code
2 sections 12940 *et seq.*, Family Medical Leave Act, California Family Rights Act, Title VII of the
3 Civil Rights Act of 1964, Americans with Disabilities Act, Older Workers Benefit Protection
4 Act, Age Discrimination in Employment Act, Consolidated Omnibus Budget Reconciliation Act
5 of 1985, Employee Retirement Income Security Act of 1974, Civil Code section 51 *et seq.*,
6 Wage Orders of the California Industrial Welfare Commission, the California Code of
7 Regulations, the California Business and Professions Code, Fair Labor Standards Act and Labor
8 Code, including Labor Code Section 132a, arising, accruing, or occurring at any time up to and
9 including the date on which she executes this Agreement (collectively the “Danelian Released
10 Claims”).

11 ii. Danelian acknowledges and agrees this Amended Settlement
12 includes her release of claims for disputed wages pursuant to Labor Code Section 206.5.

13 iii. WITH RESPECT TO THE DANELIAN RELEASED CLAIMS
14 ONLY, AS DEFINED IN THIS SECTION, DANELIAN ADDITIONALLY EXPRESSLY
15 WAIVES ANY AND ALL RIGHTS SHE HAS UNDER SECTION 1542 OF THE CIVIL
16 CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES:

17 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
18 WHICH THE CREDITOR OR RELEASING PARTY DOES NOT
19 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
20 THE TIME OF EXECUTING THE RELEASE, WHICH IF
21 KNOWN BY HIM OR HER MUST HAVE MATERIALLY
22 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
23 OR RELEASED PARTY”

24 NOTWITHSTANDING THE PROVISIONS OF SECTION 1542, AND FOR THE PURPOSE
25 OF IMPLEMENTING A COMPLETE RELEASE AND DISCHARGE OF THE DANELIAN
26 RELEASED CLAIMS, DANELIAN EXPRESSLY ACKNOWLEDGES THAT THIS
27 AMENDED SETTLEMENT AGREEMENT IS INTENDED TO INCLUDE IN ITS EFFECT
28 ALL CLAIMS WHICH SHE DOES NOT KNOW OF OR SUSPECT TO EXIST IN HER

1 FAVOR AT THE TIME OF EXECUTION HEREOF AND THAT THIS AGREEMENT
2 CONTEMPLATES THE EXTINGUISHMENT OF ALL SUCH CLAIMS.

3 iv. Covenant Not to Sue. Danelian covenants and agrees not to ever
4 assert a Danelian Released Claim, or to commence, join in, or voluntarily assist in a lawsuit or
5 adversary proceeding against any of the Released Parties arising out of or regarding the Danelian
6 Released Claims set forth above.

7 b. Release by the Settlement Class Members.

8 i. The Settlement Class Members waive, fully release and forever
9 discharge the Released Parties, as herein defined, from any and all Class Released Claims, as
10 defined above in paragraph 12.e., unless they timely and validly opt-out of the Amended
11 Settlement Agreement.

12 ii. Each Settlement Class Member shall be bound by all terms of the
13 Amended Settlement Agreement and Order Finally Approving Amended Settlement Agreement
14 and Final Judgment and shall be deemed to have jointly and severally discharged the Released
15 Parties from any and all Class Released Claims, whether known or unknown, accruing any time
16 between February 8, 2013 and July 1, 2018, unless he or she timely opts out of the Amended
17 Settlement Agreement.

18 **VI. CLASS NOTICE, CLAIMS PROCESS, AND SETTLEMENT FAIRNESS**
19 **HEARING**

20 23. Procedures. As part of this Amended Settlement Agreement, the Parties agree to
21 the following procedures for requesting the Court's preliminary approval of the Amended
22 Settlement Agreement, certifying the Settlement Class, notifying the Settlement Class,
23 requesting final Court approval of the Amended Settlement Agreement, and processing the
24 Settlement Awards.

25 24. Motion for Preliminary Approval. Danelian will file with the Court a motion for
26 preliminary approval of this Settlement and provisional certification of the Settlement. At least
27 one week prior to filing the motion, Plaintiff's counsel shall provide a draft of the motion to
28 Medix and City of Hope for review and comment.

1 25. Submission of Amended Settlement Agreement. In conjunction with her
2 submission of the motion for preliminary approval, Danelian will submit this Amended
3 Settlement Agreement and supporting papers, which shall set forth the terms of this settlement
4 and will include proposed forms of all notices and other documents, as attached hereto, necessary
5 to implement the Amended Settlement Agreement.

6 26. Request for Preliminary Approval Order. Solely for purposes of this Amended
7 Settlement Agreement, Danelian will request the Court to enter a Preliminary Approval Order,
8 preliminarily approving the proposed settlement, certifying the Settlement Class for settlement
9 purposes only, and setting a date for the Settlement Fairness Hearing. The Preliminary Approval
10 Order shall provide for notice of the Amended Settlement Agreement and related matters to be
11 sent to the Settlement Class as specified herein.

12 27. Class Notice. Notice of the Amended Settlement Agreement shall be provided to
13 the Settlement Class in the form of the Notice attached hereto as Exhibit A. The Parties believe
14 and agree that the following proposed procedures for notice provide the best practicable notice to
15 the Settlement Class:

16 a. As directed by the Court, the Claims Administrator shall be responsible
17 for preparing, printing, and mailing to all Settlement Class Members the Class Notice and
18 Request for Exclusion Form attached to this Amended Settlement Agreement as Exhibits A and
19 B.

20 b. No later than the date specified in the Implementation Schedule, and to the
21 extent not already provided, Medix shall provide to the Claims Administrator the first and last
22 names, last-known addresses, telephone numbers, dates of employment, the name(s) of each
23 office worked, and full social security numbers of the Settlement Class Members (“Class List”).

24 c. Neither the Claims Administrator nor Medix or City of Hope shall provide
25 the identification and/or financial information of Settlement Class Members to the Class
26 Representatives, any other Class Member, or to any other person or entity.

27 d. If Medix, City of Hope and the Claims Administrator determine, based
28 upon further review of available data, that a person previously identified as being a Settlement

1 Class Member should not be so included, or if they identify a person who should have been
2 included as a Settlement Class Member but was not so included, Medix, City of Hope, and the
3 Claims Administrator shall promptly delete or add such person as appropriate and immediately
4 notify Class Counsel prior to such deletions or additions (and the reasons therefore).

5 e. No later than the date specified in the Implementation Schedule, the
6 Claims Administrator shall send a copy of the Class Notice substantially in the form attached
7 hereto as Exhibit A and a Request for Exclusion Form substantially in the form attached hereto
8 as Exhibit B (collectively referred to as the “Notice Packets”) to all Settlement Class Members
9 via first-class mail, postage prepaid, using the most current mailing address information available
10 contained in the Class List.

11 f. Any Notice Packets returned to the Claims Administrator as non-delivered
12 before the deadline set forth in the Implementation Schedule for Settlement Class Members to
13 mail Exclusion Forms shall be sent to the forwarding addresses affixed thereto. If no forwarding
14 address is provided for a Notice Packet that is returned as non-delivered, then such Notice Packet
15 will be re-sent by the Claims Administrator after the address is updated using the following skip-
16 trace procedures: (1) run this Class List through the United States Postal Service’s National
17 Change of Address database; and (2) perform address searches using public and proprietary
18 electronic resources which collect their data from various sources such as utility records,
19 property tax records, motor vehicle registration records, and credit bureaus. Undelivered Notice
20 Packets will be re-sent within five (5) business days after the Claims Administrator receives
21 notice that the Notice Packet was undeliverable.

22 g. The objection deadline shall not be extended *pro-rata* for members of the
23 Settlement Class whose original notices are re-mailed pursuant to paragraph 27.f.

24 28. Other than the obligations set forth in this Amended Settlement Agreement,
25 Danelian, Class Counsel, Medix, City of Hope, and the Claims Administrator shall have no
26 additional obligation to identify or locate any Settlement Class Member or have any liability in
27 connection with the provision of information to the Claims Administrator or otherwise.
28

1 29. Requests for Exclusion. The Class Notice shall provide that Settlement Class
2 Members who wish to exclude themselves from the Amended Settlement Agreement must submit
3 a Request for Exclusion From the Proposed Class Action Settlement Form (“Opt-Out Form”),
4 postmarked on or before the date specified in the Implementation Schedule, in the form attached
5 as Exhibit B. Such written request for exclusion must contain all of the information requested on
6 the form. The Opt-Out Form must be personally signed by the Settlement Class Member who
7 seeks to opt out. No opt-out request may be made on behalf of more than one Settlement Class
8 Member. The Opt-Out Form must be sent by mail to the Claims Administrator and must be timely
9 postmarked as set forth above, except that the Claims Administrator may, upon consultation with
10 counsel for all Parties and good cause shown, extend the due date for mailing the Opt-Out Form.
11 The postmark date of the mailing envelope shall be the exclusive means used to determine
12 whether an Opt-Out Form has been timely submitted and the Claims Administrator shall have the
13 sole power to determine timeliness or validity of an opt-out, but may confer with counsel for the
14 Parties in reaching that determination. Any Settlement Class Member who requests exclusion
15 (opts out) of the Settlement will not be entitled to any Settlement Award and will not be bound by
16 the Amended Settlement Agreement or have any right to object, appeal, or comment thereon.

17 30. Objections. The Class Notice shall provide that those members of the Settlement
18 Class who wish to object to the Amended Settlement Agreement must mail a written statement of
19 objection on or before the date set forth in the Implementation Schedule to the Claims
20 Administrator. The postmark date of the mailing shall be the exclusive means for determining
21 that a Notice of Objection is timely. The Notice of Objection must include the case name, the
22 identity of the Court where this Action is pending, and the basis for the objection. The Claims
23 Administrator will then promptly provide the Notices of Objection it receives to counsel for the
24 Parties, and will finally do so at least two (2) weeks prior to the final approval hearing. Members
25 of the Settlement Class who fail to make objections in the manner specified above shall be
26 deemed to have waived any objections and shall be foreclosed from making any objection
27 (whether by appeal or otherwise) to the Amended Settlement Agreement, unless the Court
28 determines otherwise during administration or at the final approval hearing.

1 31. No Encouragement of Objections, Opt-Outs, or Appeals. At no time shall any of
2 the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement
3 Class to opt-out, or appeal from the Order and Final Judgment.

4 32. Right to Rescission In Event of Excess Opt-Outs. Notwithstanding any other
5 provision of this Amended Settlement Agreement, Medix and City of Hope each shall retain the
6 right, in the exercise of their individual and/or joint discretion, to nullify the Amended
7 Settlement Agreement within ten (10) business days of receipt of the opt-out report as detailed in
8 paragraph 33.b., if more than ten percent (10%) of Settlement Class Members opt out of the
9 Amended Settlement Agreement pursuant to paragraph 29 above. All signatories and their
10 counsel agree to refrain from encouraging opt-outs. The Parties specifically agree not to solicit
11 opt-outs, directly or indirectly through anyone, through any means. In the event of such a
12 rescission, no Party may use the fact that any Party agreed to settle this case as evidence of
13 Medix's and/or City of Hope's liability in this lawsuit or the lack thereof, or that class
14 certification is proper for any purpose other than settlement. Medix and City of Hope, however,
15 shall remain liable for the cost of administration to the extent such costs have been incurred prior
16 to Medix and/or City of Hope exercising this termination right.

17 33. Reports by the Claims Administrator.

18 a. Weekly Reports. Starting on the date that the Claims Administrator
19 receives the Class List, the Claims Administrator shall provide weekly reports to counsel for the
20 Parties detailing the progress of the claims process outlined herein.

21 b. Interim Report by the Claims Administrator. No later than sixty (60) days
22 after mailing of the Notice Packets, the Claims Administrator shall provide counsel for the
23 Parties with a declaration setting forth: (a) due diligence and proof of mailing of the Notice
24 Packets; (b) the total amounts to be paid to the Settlement Class; and (c) the total number of
25 Settlement Class Members who filed timely requests for exclusion or objections to the Amended
26 Settlement Agreement ("opt-out report"), along with the complete copies of all requests for
27 exclusion and objections received, including the postmark dates for each request for exclusion or
28

1 objection. The Parties can challenge the validity of any Opt-Out and the Claims Administrator
2 will be the sole arbiter of validity.

3 34. Motion for Final Approval. Danelian will file with the Court a motion for final
4 approval of this Settlement as set forth in the Implementation Schedule. At least one week prior
5 to filing the motion, Plaintiff's counsel shall provide a draft of the motion to Medix and City of
6 Hope for review and comment.

7 35. Settlement Fairness Hearing. After expiration of the deadline for requesting
8 exclusion from or objecting to the Amended Settlement Agreement, the Court shall conduct a
9 Settlement Fairness Hearing to determine final approval of the Amended Settlement Agreement
10 along with the amounts properly payable for (i) attorneys' fees and costs; (ii) the payment to
11 Danelian for her time and effort in bringing and prosecuting this matter, and (iii) the costs of
12 administration of the Amended Settlement Agreement. Upon final approval of the Amended
13 Settlement Agreement by the Court at or after the Settlement Fairness Hearing, the Parties shall
14 present a final order to the Court for its approval and entry. After entry of the Order, the Court
15 shall have continuing jurisdiction for purposes of addressing (i) settlement administration
16 matters; (ii) such post-Final Order matters as may be appropriate under Court rules or as set forth
17 in this Amended Settlement Agreement; and (iii) ruling on the stipulated request for final
18 judgment of entire action when all aspects of the Amended Settlement Agreement have been
19 consummated.

20 36. Implementation Schedule. Danelian, Medix, and City of Hope agree that the
21 Implementation Schedule shall govern implementation of the Amended Settlement Agreement,
22 and that the dates set forth in the Implementation Schedule shall only be continued based on (1)
23 the mutual consent of counsel for the Parties, (2) delays due to the Court's schedule, or (3) by
24 Order of the Court.

25 **VII. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

26 37. The Parties shall promptly submit this Amended Settlement Agreement to the
27 Court in support of a request for preliminary approval and determination by the Court as to its
28 fairness, adequacy, and reasonableness. Promptly upon execution of this Amended Settlement

1 Agreement, Danelian shall apply to the Court for the entry of a preliminary order which would
2 accomplish the following:

- 3 a. Preliminarily approving the Amended Settlement Agreement subject only
4 to any objections of Settlement Class Members and final review by the Court;
- 5 b. Certifying this action as a class action for purposes of settlement;
- 6 c. Approving as to form and content the proposed Notice;
- 7 d. Approving as to form and content the proposed Request for Exclusion
8 Form;
- 9 e. Directing the mailing of the Notice and Request for Exclusion Form, by
10 first class mail to the Settlement Class Members;
- 11 f. Preliminarily approving the costs of the Claims Administrator for claims
12 administration;
- 13 g. Preliminarily approving Class Counsel's request for attorneys' fees and
14 litigation expenses subject to final review of the Court;
- 15 h. Preliminarily approving Class Counsel's request that Danelian receive an
16 incentive award;
- 17 i. Preliminarily approving the PAGA Penalty Payment; and
- 18 j. Scheduling a final fairness hearing on the question of whether the
19 proposed settlement, including payment of attorneys' fees and costs, and an incentive award for
20 Danelian should be finally approved as fair, reasonable, and adequate as to the Settlement Class
21 Members.

22 **VIII. DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

23 38. In connection with seeking final approval of the Amended Settlement Agreement,
24 Class Counsel will submit a proposed final order and judgment:

- 25 a. Approving the Amended Settlement Agreement, adjudging the terms
26 thereof to be fair, reasonable, and adequate, and directing consummation of its terms and
27 provisions;

1 b. Approving Class Counsel’s application for an award of attorneys’ fees and
2 reimbursement of costs;

3 c. Approving the incentive award;

4 d. Barring all members of the Settlement Class who did not timely and
5 validly opt-out from prosecuting against any Released Party any Class Released Claims upon
6 satisfaction of all payments and obligations hereunder; and

7 e. Entering judgment according to the terms of this Agreement with all
8 parties bearing their own costs except as specifically set forth in this Amended Agreement.

9 **IX. FAILURE OF SETTLEMENT; APPELLATE REVIEW**

10 39. Effect of Revocation or Failure of Settlement. In the event that the settlement does
11 not become final for any reason, this Amended Settlement Agreement shall be null and void and
12 any order entered by the Court in furtherance of this settlement shall be treated as void *ab initio*.
13 In such a case, the Parties shall return to the status quo as if the Parties had not entered into this
14 Amended Settlement Agreement. The Claims Administrator will be paid by Medix and City of
15 Hope on a *pro rata* basis according to their respective shares of the Gross Settlement Amount for
16 the Claims Administrator’s costs through the date it is notified the settlement will not proceed.

17 40. Impact of Appellate Review. In the event an appeal is filed from any of the
18 Court’s Orders, or any other appellate review is sought prior to the Effective Date, administration
19 of the Amended Settlement Agreement shall be stayed pending final resolution of the appeal or
20 other appellate review, except that the Claims Administrator will be paid by Medix and City of
21 Hope on a *pro rata* basis according to their respective shares of the Gross Settlement Amount for
22 the Claims Administrator’s costs through the date it is notified that the Amended Settlement
23 Agreement has been stayed by appellate review.

24 **X. PARTIES’ AUTHORITY**

25 41. The signatories hereto hereby represent they are fully authorized to enter into this
26 Amended Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

27 42. No Signature Required by Settlement Class Members on Amended Settlement
28 Agreement. Because the Settlement Class Members are so numerous, it is impossible or

1 impractical to have each one execute this Amended Settlement Agreement. The Class Notice,
2 Exhibit A hereto, will advise all Settlement Class Members of the binding nature of the release
3 and such shall have the same force and effect as if this Amended Settlement Agreement were
4 executed by each Settlement Class Member.

5 43. Agreement of Danelian. Danelian agrees not to object to or appeal any of the
6 terms of this Amended Settlement Agreement. Non-compliance with this paragraph by Danelian
7 shall be void and of no force or effect. Any such objection or appeal by her shall therefore be
8 void and of no force or effect.

9 **XI. MUTUAL FULL COOPERATION**

10 44. The Parties agree to fully cooperate with each other to accomplish the terms of
11 this Amended Settlement Agreement, including but not limited to, execution of such documents
12 and to take such other action as may reasonably be necessary to implement the terms of this
13 Amended Settlement Agreement. The Parties to this Amended Settlement Agreement shall use
14 their best efforts, including all efforts contemplated by this Amended Settlement Agreement, and
15 any other efforts that may become necessary by order of the Court, or otherwise, to effectuate
16 this Amended Settlement Agreement and the terms set forth herein. As soon as practicable after
17 execution of this Amended Settlement Agreement, Class Counsel shall, with the assistance and
18 cooperation of Medix, City of Hope, and their counsel, take all necessary steps to secure the
19 Court's preliminary and final approval of this Amended Settlement Agreement.

20 45. Non-Disparagement: Danelian—including her attorneys, agents, servants,
21 employees, and representatives—shall refrain from making any disparaging, derogatory or
22 otherwise negative comments or statements about the Amended Settlement Agreement or
23 Released Parties to any person or entity, including, but not limited to, any person affiliated in any
24 way with any actual or potential employee, contractor, customer, vendor or competitor of Medix
25 and/or City of Hope, any member of the business community with whom Medix and/or City of
26 Hope has had or, to Danelian's knowledge, has contemplated a business or professional
27 relationship, or any member of the press.

28

1 46. No Publicity. Neither the Parties nor their counsel, without the prior written
2 approval of counsel for the other Parties (which approval may be withheld in a Party’s sole
3 discretion), shall issue, authorize, or contribute to the preparation or dissemination of any press
4 release, social media posting or identification on Class Counsel’s website or any other public
5 statement or advertisement concerning this Agreement or any of its terms, or sponsor or
6 participate in any press conference, interview, media appearance, or other public discussion
7 concerning this Agreement or any of its terms. If the Parties or their counsel are contacted by the
8 press, media or any industry association, they will respond only that the case has been amicably
9 resolved to the parties’ mutual satisfaction. Any violation of this provision by Danelian or Class
10 Counsel shall entitle Medix and/or City of Hope to nullify the Amended Settlement Agreement
11 at any time before final court approval. The Parties agree that, in the event of a breach of this
12 provision, the non-breaching party shall be entitled to reasonable attorneys’ fees and costs
13 incurred as a result of that breach. The foregoing does not limit Medix’s and/or City of Hope’s
14 right to enforce this provision through an action for injunctive relief.

15 47. Various Proceedings Stayed. The Parties agree to stay all proceedings in the class
16 action, except such proceedings as may be necessary to implement and complete the Amended
17 Settlement Agreement, pending the Settlement Fairness Hearing to be conducted by the Court.

18 48. Use of Medix and City of Hope’s Data and Documents. The Parties and their
19 counsel agree that none of the documents provided to them by Medix and/or City of Hope during
20 the case or in connection with the mediation or settlement shall be used for any purpose other
21 than the settlement of this action. Furthermore, should any Party or their counsel have any
22 originals or copies of documents produced by Medix and/or City of Hope, that Party and their
23 counsel agree to destroy such originals and copies of documents or return them to counsel for the
24 producing Party upon the Effective Date of the Amended Settlement Agreement.

25
26
27 **XII. NO ASSIGNMENT OF RIGHTS**
28

1 49. Danelian warrants and represents that she has not assigned, transferred, or
2 hypothecated, or purported to assign, transfer, or hypothecate to any person or entity any of the
3 Danelian Released Claims or any rights, claims, or causes of action arising out of those claims.
4 This warranty and representation of non-assignment shall survive the execution of this Amended
5 Settlement Agreement and entry of judgment in the Action. No Settlement Award shall be paid
6 to any person or entity with respect to whom Danelian has assigned, transferred, or
7 hypothecated, or purported to assign, transfer, or hypothecate any of the Danelian Released
8 Claims or any rights, claims, or causes of action arising out of those claims. In addition,
9 Danelian shall defend, hold harmless, and indemnify the Released Parties, or any of them, from
10 and against any claims, damages, litigation, causes of action, and expenses, including reasonable
11 attorneys' fees, resulting from any breach by Danelian of this warranty and representation, or any
12 breach by Danelian of her release of the Danelian Released Claims.

13 **XIII. CONSTRUCTION**

14 50. The Parties hereto agree that the terms and conditions of this Amended Settlement
15 Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and
16 that this Amended Settlement Agreement shall not be construed in favor of or against any party
17 by reason of the extent to which any party or his, her, or its counsel participated in the drafting of
18 this Amended Settlement Agreement.

19 **XIV. CAPTIONS AND INTERPRETATIONS**

20 51. Paragraph titles or captions contained herein are inserted as a matter of
21 convenience and for reference, and in no way define, limit, extend, or describe the scope of this
22 Amended Settlement Agreement or any provision hereof. Each term of this Amended Settlement
23 Agreement is contractual and not merely a recital.

24 **XV. MODIFICATION**

25 52. This Amended Settlement Agreement may not be changed, altered, or modified,
26 except in writing and signed by the Parties hereto, and approved by the Court. This Amended
27 Settlement Agreement may not be discharged except by performance in accordance with its
28 terms or by a writing signed by the Parties hereto.

1 **XVI. INTEGRATION CLAUSE**

2 53. This Amended Settlement Agreement contains the entire agreement between the
3 Parties relating to the settlement and transaction contemplated hereby, and all prior or
4 contemporaneous agreements, understandings, representations, and statements, whether oral or
5 written and whether by a party or such party's legal counsel, are merged herein. No rights
6 hereunder may be waived except in writing.

7 **XVII. BINDING ON ASSIGNS**

8 54. This Amended Settlement Agreement shall be binding upon and inure to the
9 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
10 successors, and assigns.

11 **XVIII. ENFORCEMENT**

12 55. The Parties agree that following entry of the final judgment, this Amended
13 Settlement Agreement shall be enforceable by the Court and the Court shall retain exclusive and
14 continuing jurisdiction of this action over all Parties and Settlement Class Members to interpret
15 and enforce the terms, conditions, and obligations of the Amended Settlement Agreement.

16 56. This Amended Settlement Agreement may be pleaded or asserted by or on behalf
17 of Medix and/or City of Hope as a defense and complete bar to any action or claim that may be
18 brought against or involve Medix and/or City of Hope by anyone acting or purporting to act on
19 behalf of Danelian and/or the Settlement Class Members with respect to any matters within the
20 scope of this Amended Settlement Agreement excepting only the obligations of the Parties under
21 this Amended Settlement Agreement.

22 57. In the event that one or more of the Parties institutes any legal action, arbitration,
23 or other proceeding against any other party or parties to enforce the provisions of this Amended
24 Settlement Agreement or to declare rights and/or obligations under this Amended Settlement
25 Agreement, the successful party or parties shall be entitled to recover from the unsuccessful
26 party or parties reasonable attorneys' fees and costs incurred in connection with any such
27 enforcement actions.

28 **XIX. COUNTERPARTS**

1 58. This Amended Settlement Agreement may be executed in counterparts, and when
2 each party has signed and delivered at least one such counterpart, each counterpart shall be deemed
3 an original, and, when taken together with other signed counterparts, shall constitute one Amended
4 Settlement Agreement, which shall be binding upon and effective as to all Parties.

5 **XX. INVALID WITHOUT COURT APPROVAL**

6 59. This Amended Settlement Agreement is subject to approval by the Court. In the
7 event it is not approved, it shall be deemed null and void, of no force and effect, and of no probative
8 value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to
9 for any purpose whatsoever.

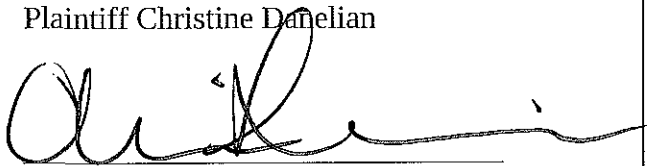
10 **XXI. GOVERNING LAW**

11 60. All terms of this Amended Settlement Agreement and the Exhibits hereto shall be
12 governed by and interpreted according to the laws of the State of California and the United States
13 of America, where applicable.

14 Dated: July __, 2019

15
16
17 Dated: July 29, 2019

Plaintiff Christine Danelian



Defendant Medix Staffing Solutions, Inc.

Name: Chris Sioukas
Title: General Counsel

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20
21 Dated: July __, 2019

Defendants City of Hope National Medical
Center and City of Hope

Name:
Title:

1 58. This Amended Settlement Agreement may be executed in counterparts, and when
2 each party has signed and delivered at least one such counterpart, each counterpart shall be deemed
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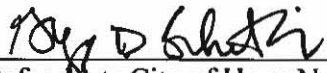
Plaintiff Christine Danelian

17 Dated: July __, 2019

Defendant Medix Staffing Solutions, Inc.

Name:
Title:

20 Dated: July 29, 2019



Defendants City of Hope National Medical
Center and City of Hope

Name: **Gregory D. Schetina**
Title: **General Counsel**

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13 of America, where applicable.

14 Dated: July __, 2019

DocuSigned by:
Christine Danelian
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Plaintiff Christine Danelian

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16
17 Dated: July __, 2019

Defendant Medix Staffing Solutions, Inc.

Name:
Title:

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21 Dated: July __, 2019

Defendants City of Hope National Medical
Center and City of Hope

Name:
Title:

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Approved as to form:

Dated: July ____, 2019

DAVID YEREMIAN & ASSOCIATES, INC.
DAVID YEREMIAN
ALVIN B. LINDSAY

By: _____

David Yeremian

Attorneys for Plaintiff
CHRISTINE DANELIAN

Dated: July ____, 2019

GREENBERG TRAUIG, LLP
MICHAEL D. KARPELES
JAMES M. NELSON
ASHLEY FARRELL PICKETT

By: _____

Michael D. Karpeles

Attorneys for Defendant
MEDIX STAFFING SOLUTIONS, INC.

Dated: July ____, 2019

MAYER BROWN LLP
JOHN NADOLENCO
ROXANNE M. WILSON
ROBERT C. DOUBLE III

By: _____

John Nadolenco

Attorneys for Defendant
CITY of HOPE and CITY of HOPE
NATIONAL MEDICAL CENTER

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Approved as to form:

Dated: July ____, 2019

DAVID YEREMIAN & ASSOCIATES, INC.
DAVID YEREMIAN
ALVIN B. LINDSAY

By: _____
David Yeremian
Attorneys for Plaintiff
CHRISTINE DANELIAN

Dated: July 29, 2019

GREENBERG TRAURIG, LLP
MICHAEL D. KARPELES
JAMES M. NELSON
ASHLEY FARRELL PICKETT

By: Michael D. Karpeles
Michael D. Karpeles
Attorneys for Defendant
MEDIX STAFFING SOLUTIONS, INC.

Dated: July ____, 2019

MAYER BROWN LLP
JOHN NADOLENCO
ROXANNE M. WILSON
ROBERT C. DOUBLE III

By: _____
John Nadolenco
Attorneys for Defendant
CITY of HOPE and CITY of HOPE
NATIONAL MEDICAL CENTER

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Dated: July __, 2019

DAVID YEREMIAN & ASSOCIATES, INC.
DAVID YEREMIAN
ALVIN B. LINDSAY

By: _____
David Yeremian
Attorneys for Plaintiff
CHRISTINE DANELIAN

Dated: July __, 2019

GREENBERG TRAURIG, LLP
MICHAEL D. KARPELES
JAMES M. NELSON
ASHLEY FARRELL PICKETT

By: _____
Michael D. Karpeles
Attorneys for Defendant
MEDIX STAFFING SOLUTIONS, INC.

Dated: July 29, 2019

MAYER BROWN LLP
JOHN NADOLENCO
ROXANNE M. WILSON
ROBERT C. DOUBLE III


By: 
~~John Nadolenco~~ ~~Roxanne M. Wilson~~
Attorneys for Defendant
CITY of HOPE and CITY of HOPE
NATIONAL MEDICAL CENTER

EXHIBIT A

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CLASS NOTICE

Superior Court of California, County of Los Angeles

Danelian v. Medix Staffing Solutions, Inc., City of Hope National Medical Center, City of Hope

Case No. BC649846

NOTICE OF PROPOSED CLASS SETTLEMENT

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT IF YOU ARE OR WERE AN EMPLOYEE OF MEDIX STAFFING SOLUTIONS, INC. AT CITY OF HOPE AS A CLINICAL RESEARCH COORDINATOR AT ANY TIME FROM FEBRUARY 8, 2013 TO JULY 1, 2018.

A state court permitted this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected, whether you act or not.

Please read this notice carefully.

WHAT IS IN THIS NOTICE

1.	<i>Why Should You Read This Notice?.....</i>	<i>2</i>
2.	<i>What Is The Case About?.....</i>	<i>2</i>
3.	<i>What Is This Notice About?</i>	<i>2</i>
4.	<i>Who Are The Parties In This Class Action?</i>	<i>2</i>
5.	<i>Why Did Medix and City of Hope Join In This Notice?</i>	<i>3</i>
6.	<i>Who Are The Attorneys Representing The Parties?</i>	<i>3</i>
7.	<i>How Do I Receive Money From This Settlement?</i>	<i>3</i>
8.	<i>Excluding Yourself From And/Or Objecting To The Settlement</i>	<i>4</i>
9.	<i>Effect of the Settlement, Release of Claims, and Settlement Allocations</i>	<i>4</i>
10.	<i>How Much Can I Expect To Receive?</i>	<i>5</i>
11.	<i>How Will The Attorneys For The Class And Danelian Be Paid?.....</i>	<i>7</i>
12.	<i>How Can I Receive Additional Information?.....</i>	<i>7</i>

NOTICE
Questions? Call _____ Toll-Free

1 **1. Why Should You Read This Notice?**

2 This notice tells of your rights to share in the settlement and your ability to “opt-out” of, or object
3 to, the settlement. There was a hearing on _____, 2019 in the Los Angeles Superior
4 Court, and Judge Kenneth R. Freeman directed that you receive this notice.

5 You have received this notice because records indicate that you are a class member in this
6 lawsuit. The settlement will resolve all claims described below.

7 On _____, 2019, at _____, the Court will hold a Final Fairness Hearing concerning the
8 proposed settlement in Los Angeles Superior Court located at 312 North Spring Street, Los
9 Angeles, CA 90012, Hon. Kenneth R. Freeman in Department 14.

10 **2. What is the Case About?**

11 A putative class action lawsuit entitled *Danelian v. Medix Staffing Solutions, Inc., City of Hope*
12 *National Medical Center, City of Hope*, was filed on February 8, 2017 in Los Angeles Superior
13 Court, Case No. BC649846 (the “Action”), alleging that Medix Staffing Solutions, Inc.
14 (“Medix”), and City of Hope National Medical Center and City of Hope (collectively, “City of
15 Hope”), violated California law by failing to pay minimum wages, failing to pay wages and
16 overtime, failing to provided meal and rest breaks, and failing to timely pay employees upon
17 termination. Medix and City of Hope deny the allegations raised in the Action, and assert that
18 they did not violate the law and have no liability for any of the class members’ claims under any
19 statute, wage order, regulation, common law, or equitable theory.

20 **3. What is This Notice About?**

21 You may be entitled to receive money from a settlement that has been reached in the Action.
22 The Court must finally approve the terms of the settlement described below as fair and
23 reasonable to the class. The settlement will affect all members of the class, including you. This
24 notice will explain the terms of the settlement and the amount of money you may get.

25 **4. Who are the Parties in this Class Action?**

26 Christine Danelian is the Plaintiff in the Action, acting on behalf of herself and on behalf of
27 certain current and former Medix employees who were assigned by Medix to work as Clinical
28 Research Coordinators at City of Hope. Medix and City of Hope are the Defendants.
The “Settlement Class” is comprised of all persons who are current or former Medix employees
who were assigned by Medix to work as Clinical Research Coordinators at City of Hope at any
time between February 8, 2013 and July 1, 2018, and who do not timely opt out of the
settlement.

You have been identified as a member of the Settlement Class.

5. Why did Medix and City of Hope Join In This Notice?

Medix and City of Hope do not admit to any of the claims alleged in the Action. Medix and City
of Hope deny the allegations in the Action, and deny that they owe money for any of the claims
alleged in the Action. Medix and City of Hope are settling the Action as a compromise, in order
to save attorneys’ fees and costs and to avoid the uncertainties of litigation. Medix and City of
Hope reserve the right to object to any claims made in the Action if for any reason the settlement
fails. The Court file has the settlement documents with more information on the Action.

1 **6. Who are the Attorneys Representing the Parties?**

2 Attorneys for Plaintiff & the Class are:

3 **David Yeremian & Associates, Inc.**

4 David Yeremian
5 Alvin Lindsay
6 535 N. Brand Blvd., Suite 705
7 Glendale, California 91203
8 Telephone: (818) 230-8380
9 Facsimile (818) 230-0308

Attorneys for Medix Staffing
Solutions, Inc. are:

Greenberg Traurig, LLP

Michael D. Karpeles
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601
Telephone: (312) 456-8400
Facsimile: (312) 456-8435

James M. Nelson
Ashley Farrell Pickett
1840 Century Park East, Suite 1900
Telephone: (310) 586-7700
Facsimile: (310) 586-7800

Attorneys for City of Hope National Medical
Center and City of Hope are:

Mayer Brown LLP

John Nadolenco
Roxanne M. Wilson
Robert C. Double III
350 South Grand Avenue, 25th Floor
Los Angeles, CA 90071-1503
Telephone: (213) 229-9500
Facsimile: (213) 625-0248

16 **7. How Do I Receive Money From This Settlement?**

17 **You will automatically receive money from the settlement if you do not submit a request to**
18 **be excluded from the settlement.** Your individual settlement payment will be based on the
19 information shown below. The deadline to request to be excluded from the settlement, or to
20 object to the settlement is _____, 2019. Class counsel listed above represents you in
21 connection with the settlement.

22 **If you are a current Medix employee, your decision as to whether or not to be excluded**
23 **from the settlement will not affect your employment with Medix. If you are a current**
24 **Medix employee assigned to work at City of Hope, your decision as to whether to**
25 **participate in or be excluded from the settlement will not affect your assignment to City of**
26 **Hope. If you were employed by Medix and placed at City of Hope, your employment will**
27 **not be affected by this Settlement.** If you would like to receive payment under the Settlement
28 you do not need to do anything further.

8. Excluding Yourself From and/or Objecting to the Settlement.

If you do not wish to be included in the settlement, you must mail to the Claims Administrator
the attached "Optional Request for Exclusion from the Class Action Settlement" form
postmarked no later than _____, 2019.

NOTICE
Questions? Call _____ Toll-Free

1 If you send the Optional Request For Exclusion Form, you will receive **no money** from the
2 settlement.

3 If you do nothing and do not request exclusion, following entry of judgment and exhaustion of
4 appeals or other post-judgment proceedings, the judgment entered by the Court will bind you and
5 you will release the claims described below. You will only receive money from the settlement if
6 you do not request exclusion.

7 If you wish to object to the settlement, you must mail an objection that includes the case name,
8 identifies the Court, and states why you object to the settlement. Your objection must state your
9 full name, address, and telephone number. The objection should be mailed to the Claims
10 Administrator CPT Group, Inc. at _____ and, to be valid, must
11 also be mailed to the attorneys listed above by _____.

12 Please do not call the Court or the attorneys for Medix or City of Hope. You may contact the
13 Administrator or Class Counsel with questions.

14 If you properly object, you may also appear, through your own retained counsel or on your own
15 behalf, and discuss your objections with the Court and the Parties at the Final Fairness Hearing
16 set for _____, 2019 at _____ in Department 14 of Los Angeles Superior Court located at
17 312 North Spring Street, Los Angeles, CA 90012.

18 If the Court approves the settlement against your objection and you have not returned an
19 Optional Request for Exclusion Form, you will receive a payment from the settlement.

20 **9. *Effect of the Settlement, Release of Claims, and Settlement Allocations.***

21 If the proposed settlement is finally approved by the Court, a Judgment will be entered by the
22 Court that will release Medix and City of Hope and their past, present, or future subsidiaries,
23 divisions, predecessors, successors and assigns, officers, agents, employees, advisors, insurers,
24 attorneys, executors, administrators, servants, owners, shareholders, bondholders, directors,
25 partners, attorneys, and any parent organizations, successors in interest, and/or representatives
26 (“Released Parties”) from any and all claims, debts, liabilities, demands, obligations, damages,
27 suits, actions or causes of action of any kind, whether known or unknown, which have been or
28 could have been asserted against the Released Parties arising out of or related to all claims for
meal and rest break violations, wages, waiting time penalties, accurate and properly itemized
wage statements, and all other claims of any kind for wages, penalties, interest, costs and
attorneys’ fees arising from the alleged violation of any provision of common law related to
wages, California wage-and-hour law and/or federal wage-and hour law that were or could have
been raised by or on behalf of Danelian or the Settlement Class Members, or heirs, executors,
administrators, successors or assigns of any of them (whether directly, indirectly, representatively,
derivatively or in any other capacity), accruing any time between February 8, 2013 and July 1,
2018, including, but not limited to, those arising under the California Labor Code §§ 201-04, 226,
226.7, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1199, 2698, 2699; California Code
of Civil Procedure § 1021.5; California Code of Regulations, the corresponding California
Industrial Welfare Commissions Wage Orders; California Business & Professions Code § 17200,
et seq., Fair Labor Standards Act (“FLSA”); and the California Labor Code Private Attorneys
General Act of 2004, Labor Code § 2698, *et seq.* (the “Settled Claims”) to the extent provided in
the Settlement Agreement, and permanently bar all Settlement Class Members who do not submit
a timely Optional Request for Exclusion form from prosecuting any and all Settled Claims against
the Released Parties. Upon final approval by the Court of the settlement, each Class Member who
has not opted out of this settlement shall release the Released Parties from the Settled Claims.

28 **NOTICE**
Questions? Call _____ Toll-Free

1 Notice of final approval of the settlement and final judgment will be posted and available to all
2 Settlement Class Members on the Claims Administrator's website at www. _____.
3 In exchange for the above release, Medix and City of Hope will pay the total or Gross Settlement
4 Amount of \$150,000.00. Medix shall pay \$35,000.00 of the Gross Settlement Amount and City
5 of Hope shall pay \$115,000.000 of the Gross Settlement Amount. The Net Settlement Amount
6 means the Gross Settlement Amount less (i) up to ten thousand dollars (\$10,000.00) as an
7 incentive award for Danelian for her efforts in bringing and prosecuting this matter; (ii) up to
8 thirty five percent (35%) of the Gross Settlement Amount (\$52,500) for payment of attorneys'
9 fees to Class Counsel; (iii) an amount not to exceed ten thousand dollars (\$10,000.00) for Class
10 Counsel's Costs/Expenses; (iv) an amount not to exceed six thousand dollars (\$6,000.00) for the
11 Claims Administrator's estimated costs of administration of this Settlement Agreement; and (v)
12 three thousand seven hundred and fifty dollars (\$3,750.00), which is 75% of the five thousand
13 dollars (\$5,000.00) allocated for the payment of civil penalties under the California Labor Code
14 Private Attorney General Act (the "PAGA Payment").

15 If the settlement is approved and you do not request to be excluded, you will receive compensation
16 and will be forever barred from asserting the Settled Claims against the Released Parties.

17 **10. How Much Can I Expect to Receive?**

18 Your payment under the settlement will be calculated based on the number of weeks you worked
19 for Medix at City of Hope as reflected below. The Net Settlement Amount shall be distributed
20 by the Claims Administrator to Settlement Class Members who do not timely opt out of the
21 Settlement Agreement. Each Settlement Class Member will be paid a pro rata share of the Net
22 Settlement Amount based on the number of weeks he or she worked for Medix at City of Hope
23 between February 8, 2013 and July 1, 2018, divided by the total number of work weeks worked
24 by all Settlement Class Members. Any of the above allocated funds which the Court does not
25 finally approve will be added back into the Net Settlement Amount to be allocated to the
26 Settlement Class Members as described above.

27 Any settlement award checks which remain undeliverable or uncashed for 180 days following
28 their issuance will be voided and the Administrator will then remit the funds to the Unclaimed
Property Division of the State Controller's Office to be held in the Unclaimed Property Fund for
the Settlement Class Member's benefit so that he or she may claim them at a later date.

Medix's records indicate that you worked for Medix at City of Hope from _____ to
_____ for a total of _____ work weeks. Therefore, your payment under the settlement
is estimated to be \$_____. This amount may decrease or increase without further notice to
you depending on orders by the Court. It is important that you carefully check and confirm the
dates of employment listed above and correct any inaccuracies below.

(a) Class Member Identification

This is the information that we have for you and where your settlement check will be mailed to
you:

NOTICE
Questions? Call _____ Toll-Free

1 If any of this information is inaccurate or incomplete, please provide the correct information
2 below and return it to the Administrator: *(Please Type or Print)*

3 _____
4 Class Member's Name (First, Middle, Last)

5 _____
6 Class Member's Name Used While Employed by Medix
7 *[if different from current name - First, Middle, Last]*

8 _____
9 Street Address

10 _____
11 City

12 _____
13 State

14 _____
15 Zip Code

16 _____
17 Foreign Province

18 _____
19 Foreign Country

20 _____
21 Social Security No.

22 () -
23 Telephone Number

24 Information Provided by Class Member

25 Complete the following section **only if** you believe that the information set forth above is **not**
26 accurate. If you return this form to the Claims Administrator, you must also send any
27 documentation you have that supports or relates to the information that you provide below.
28 Please do *not* include any time periods before February 8, 2013.

Information for dates I worked at Medix at City of Hope between February 8, 2013 and the
earlier of July 1, 2018 or the date of preliminary approval of the settlement by the Court are as
follows:

Date began working for Medix at City of Hope (approx. if unsure)	Date stopped working for Medix at City of Hope (approx. if unsure)
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Month	Day	Year	Month	Day	Year
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It is your responsibility to keep a current address on file with the Claims Administrator to
ensure receipt of your settlement claim payment.

11. How Will The Attorneys for the Class and Danelian be Paid?

The attorneys for Danelian will be paid from the Gross Settlement Amount. The attorneys have
asked for an award of 35% of the Gross Settlement Amount in fees and reimbursement of up to
\$10,000 in reasonable litigation costs, and will receive that award if their request is approved by
the Court. If approved by the Court, Plaintiff Christine Danelian will be paid from the Gross

NOTICE
Questions? Call _____ Toll-Free

1 Settlement Amount an Incentive Award of up to \$10,000 for her service, in addition to her
2 individual Settlement Award pursuant to section 10 above.

3 **12. How Can I Receive Additional Information?**

4 If you need more information or have any questions, you may call Class Counsel at the telephone
5 number listed above, or you may call the Claims Administrator at the telephone number listed
6 below, toll free. Please refer to the Danelian Class Action Settlement. You may also refer to the
7 case web-site, at www. _____, which includes this Notice and the other forms and
8 approval and administration documents regarding this Settlement.

9 Danelian Class Action Settlement
10 c/o Settlement Claims Administrator
11 CPT Group, Inc.

12 Telephone: _____

13 Please do not call the Court for information about this settlement. Please do not contact Medix's
14 or City of Hope's attorneys for information about this settlement.

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NOTICE
Questions? Call _____ Toll-Free

EXHIBIT B

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REQUEST FOR EXCLUSION FORM

Superior Court of California, County of Los Angeles
Danelian v. Medix Staffing Solutions, Inc., City of Hope National Medical Center, City of Hope
Case No. BC649846

It is my decision not to participate in the above-referenced litigation. I confirm that I have received the Notice of Proposed Class Action Settlement, and related documents, which describe the settlement and provide information concerning the Settlement Fairness and Approval Hearing in the above-referenced litigation. I have decided to be excluded from the Class and not participate in the proposed settlement. I understand and acknowledge that by signing and submitting this form that I will **not** receive any money from the settlement.

Dated: _____ 2019

Signature

Last four digits of Social Security Number

Type or print name

Telephone number

All other names used during employment with Medix Staffing Solutions, Inc. at City of Hope

Email address

Street address

Dates of employment with Medix Staffing Solutions, Inc. at City of Hope

City, state and zip code

This document, or an otherwise acceptable written request for exclusion (optout) must be postmarked no later than _____, 2019 and it must be sent, via regular U.S. mail, or the equivalent, to:

Danelian Class Action Settlement
c/o Settlement Claims Administrator
CPT Group, Inc.

Telephone: _____

EXHIBIT C

EXHIBIT C: AMENDED IMPLEMENTATION SCHEDULE

Danelian v. Medix Staffing Solutions, Inc., City of Hope National Medical Center, City of Hope

Superior Court of California, County of Los Angeles, Case No. BC649846

Event	Date For Completion
Filing of Motion for Preliminary Approval	November 13, 2018
Initial Hearing on Motion for Preliminary Approval	December 13, 2018
Court's Issuance of Preliminary Approval Checklist Order	June 12, 2019
Filing of Supplemental Brief in Support of Motion for Preliminary Approval	July 30, 2019
Continued Hearing on Motion for Preliminary Approval	August 20, 2019
Class List to the Claims Administrator	10 business days after preliminary approval
Notice Packets Mailed to Class Members	20 business days after preliminary approval
Last Day to File Objections and Opt-Out Notices	45 days after mailing of Notice Packets
Last Day for Claims Administrator to Provide Opt-Out Report to all Parties	60 days after mailing of Notice Packets
Last Day to Nullify Settlement Agreement	10 business days after receipt of Opt-Out Report
Last Day to File Response to Objections (if any)	75 days after mailing of Notice Packets
Last Day to File Motion for Final Approval of Settlement	75 days after mailing of Notice Packets
Attorneys' Fees Motion Filed	16 business days before Final Settlement Fairness Hearing
Final Settlement Fairness Hearing and Fee Approval Hearing	As set by the Court
Deposit of Gross Settlement Amount with the Claims Administrator	30 business days after the Effective Date
Payment of Attorneys' Fees and Costs	10 business days after deposit of the Gross Settlement Amount

Payment of Settlement Awards and Service Awards	10 business days after deposit of the Gross Settlement Amount
Last Day to File a Satisfaction of Judgment or any other pleadings that may be required to conclude the Case	45 days after Effective Date