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Superior Court of California  
County of Los Angeles

MAR 30 2021

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

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VENUS MOORE, DEANNA WINTON,  
THOMAS HALL, ROBERT LEFORT,  
JOSEPH BENNETT, JOSHUA  
CHIAROMONTE, SHAN SHAW, SHANE  
POTTER, AND JOSEPH BADIALI on behalf  
of themselves and all others similarly situated,

Plaintiffs,

v.

CALIFORNIA DEPARTMENT OF STATE  
HOSPITALS, a California state agency, and  
DOES 1 THROUGH 25,

Defendant.

Case No. 19STCV16858

ASSIGNED FOR ALL PURPOSES TO:  
HON. JUDGE ELIHU M. BERLE  
DEPARTMENT 6

**[PROPOSED] ORDER (1) CERTIFYING  
CLASS ACTION FOR SETTLEMENT  
PURPOSES ONLY; (2) GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT; (3)  
APPROVING NOTICE AND NOTICE  
PLAN; AND (4) SETTING FINAL  
APPROVAL AND FAIRNESS HEARING**

Hearing Date: March 18, 2021  
Time: 10:00 a.m.

1 The Motion for Preliminary Approval of Class Action Settlement came before this Court,  
2 on March 18, 2021. The Court, having considered the proposed Class Action  
3 Settlement Agreement and Release ("Settlement Agreement"), attached to the Declaration of  
4 Jessica Riggin as Exhibit 1 and the exhibits attached thereto; having considered the Motion for  
5 Preliminary Approval of Class Settlement; having considered the respective points and authorities  
6 submitted by the parties in support thereof; Plaintiffs' Supplemental Submission in Further  
7 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and its  
8 attached Supplemental Declaration of Michael Freedman, along with its corresponding Exhibits,  
9 including the Addendum to Settlement Agreement (Exhibit A); and GOOD CAUSE appearing,  
10 HEREBY ORDERS THE FOLLOWING:

11 This Order incorporates by reference the definitions in the Settlement Agreement and  
12 Addendum to Settlement Agreement and all terms defined therein shall have the same meaning in  
13 this Order.

14 **Conditional Certification of the Settlement Class**

15 1. Pursuant to California Code of Civil Procedure § 382, the Court preliminarily certifies  
16 the Settlement Class for settlement purposes only.

17 2. In preliminarily certifying the Settlement Class, the Court finds and concludes that  
18 under the relevant standard for certifying a class for settlement purposes:

- 19 a. The Settlement Class is sufficiently numerous that joinder would be impractical.  
20 b. The members of the Settlement Class share common questions of law and fact.  
21 c. Because certification of the Settlement Class is proposed in the context of a settlement,  
22 the Court need not inquire whether the case, if tried as a class action, would present intractable  
23 management problems.

24 d. The Court appoints Named Plaintiffs Venus Moore, Deanna Winton, Thomas Hall,  
25 Robert Lefort, Joseph Bennett, Joshua Chiaromonte, Shan Shaw, Shane Potter, and Joseph  
26 Badiali as the Settlement Class Representatives. The Court finds and concludes that for the  
27 purposes of certifying a settlement class, there is a commonality of interest between the Named  
28 Plaintiffs and the members of the Settlement Class; and that the Named Plaintiffs' claims are

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1 typical of the claims of absent members of the Settlement Class.

2 e. The Court finds and concludes that Plaintiffs' law firms of Rukin Hyland & Riggin LLP  
3 and Rosen Bien Galvan & Grunfeld LLP have extensive experience and expertise in litigating  
4 complex employment class actions. These law firms are hereby appointed settlement Class  
5 Counsel.

6 3. The Court also conditionally certifies the Settlement Class for settlement  
7 purposes only.

8 4. The certification of the Settlement Class is for settlement purposes only and shall not  
9 constitute in the Action, or any other proceeding, an admission of any kind by Defendant,  
10 including, without limitation, that certification of a class is appropriate or proper or that Plaintiffs  
11 could establish any of the requisite elements for class or collective treatment of any of the claims  
12 settled herein.

13 **Preliminary Approval of the Class Action Settlement**

14 5. The Court grants preliminary approval of the Settlement, as set forth in the Settlement  
15 Agreement filed by the Parties. The Settlement appears to have been the product of serious,  
16 informed, and extensive arm's-length negotiations between the Parties and is well within the  
17 range of possible final approval – that is, it appears at this stage to be fair, adequate, and  
18 reasonable to the Settlement Class. The Settlement meets the standards for preliminary approval.

19 **Approval of Notice and Notice Plan**

20 6. The Court hereby approves, as to form and content, the revised proposed Notice of  
21 Settlement ("Notice") to be sent to Settlement Class, which is attached to as Exhibit 1.

22 7. The Court directs the distribution of the Notice by first-class mail to the Settlement  
23 Class Members in accordance with the implementation schedule set forth in the Settlement  
24 Agreement and described below. The Court finds the content and process for providing notice to  
25 the Settlement Class Members as set forth in the Settlement Agreement fulfills the requirements  
26 of due process, provides the best notice practicable under the circumstances, and shall constitute  
27 and sufficient notice to all Settlement Class Members. The Administrator shall also establish a  
28 website which shall include the Notice of Settlement and Motion for Preliminary Approval with

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1 supporting papers, and identify the website address in the Notice. The Department of State  
2 Hospitals shall place posters containing the Court-approved class notice in all of its hospitals.

3 8. The Court appoints Atticus Administration, LLC as the Administrator subject to the  
4 terms and conditions of the Parties' Settlement Agreement, and it shall perform all duties and  
5 responsibilities of the Administrator as set forth in that Agreement. Settlement administration  
6 costs are subject to Court review and approval at the Final Fairness and Approval Hearing.

7 9. The Administrator shall, by April 15, 2021, mail the Notice by first-class U.S. Mail to  
8 each Settlement Class Member.

9 10. Any Settlement Class Member may choose to opt out of and be excluded from the  
10 Settlement Class as provided in the Settlement Agreement and Notice by following the  
11 instructions for requesting exclusion. Requests to be excluded must be postmarked by June 15,  
12 2021. Any person who timely and properly opts out of the settlement will not be bound by the  
13 Agreement as to his or her state law claims or have any right to object, appeal, or comment  
14 thereon. Any request for exclusion must be signed by the Settlement Class Member opting out  
15 and must otherwise comply with the requirements delineated in the Agreement and Notice.  
16 Settlement Class Members who have not requested exclusion by submitting a valid and timely  
17 request for exclusion shall be bound by all determinations of the Court, the Agreement, and the  
18 Final Judgment.

19 11. Any Settlement Class Member may object to the Settlement or express his or her  
20 views regarding the Settlement, and may present evidence and file briefs or other papers that may  
21 be proper and relevant to the issues to be heard and determined by the Court as provided in the  
22 Notice. Any objections must be postmarked by June 15, 2021. No Settlement Class Member,  
23 however, shall be heard or entitled to object, and no papers or briefs submitted by any such  
24 person shall be received or considered by the Court, unless on or before the objection response  
25 deadline the Settlement Class Member, or his or her counsel, has properly filed their objections  
26 with the Administrator as provided in the Settlement Agreement and Notice. Any Settlement  
27 Class Member who does not make his or her objection in the manner provided for in the  
28 Settlement Agreement and Notice shall be deemed to have waived such objections and shall



1 forever be foreclosed from making any objection to the Settlement Agreement.

2 12. The Court hereby appoints Aaron Fischer, Esq. as guardian ad litem for the six Class  
3 Members who lack capacity to participate in legal proceedings but for whom a court has not  
4 appointed a conservator ("Incompetent Class Members"), and who are listed in Exh. Q to the  
5 Supplemental Freedman Declaration. DSH shall provide the contact information, patient files and  
6 the paystubs for the Incompetent Class Members to the guardian ad litem within fifteen days of  
7 the Court granting preliminary approval of the Settlement.

8 **Voided Checks**

9 13. The Court hereby orders that the amounts of any voided Settlement Share checks shall  
10 be deposited into the State of California's General Fund.

11 **Final Approval Hearing**

12 14. A final fairness hearing on the question of whether the proposed settlement should  
13 be finally approved is scheduled in Department 6 of this Court located at 312 North Spring Street,  
14 Los Angeles, California, 94612, on July 15, 2021 at 10:00 a.m. to determine all necessary matters  
15 concerning the Settlement Agreement, including whether the proposed settlement of the  
16 action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and  
17 reasonable and should be finally approved by the Court. At that time, a hearing on Class  
18 Counsel's Application for Attorneys' Fees and Costs shall also be held.

19 15. The Motion for Final Approval shall be filed by Plaintiffs no later than May 17, 2021.

20 16. Pending the Fairness Hearing, all proceedings in this action, other than those  
21 necessary to carry out or enforce the terms of the Settlement Agreement and this Order, are  
22 stayed. Class Counsel are hereby authorized to utilize all reasonable procedures in connection  
23 with the administration of the settlement, which are not materially inconsistent with either this  
24 Order or the terms of the Settlement Agreement.

25 17. To facilitate administration of the settlement pending final approval, the Court  
26 hereby enjoins all Settlement Class Members from filing or prosecuting any claims, suits or  
27 administrative proceedings regarding claims released by the settlement unless and until such  
28 Settlement Class Members have filed a timely opt out with the Administrator and the time for

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filing claims has elapsed.

18. The Court orders the following Implementation Schedule for further proceedings:

EVENT	DATE
Deadline for Defendant to provide Administrator with Settlement Class Member Data.	April 1, 2021
Deadline for Administrator to Mail the Notice to Settlement Class Members and establish Settlement Website.	April 15, 2021
Last day for Class Counsel to file motion for an award of attorneys' fees, costs and Class Representative Service Award.	May 17, 2021
Last day for Plaintiffs to file motion and supporting documents for final approval of class settlement	May 17, 2021
Last day for Settlement Class Members to dispute the individual settlement payment or eligible workweeks listed on the Notice.	June 15, 2021
Last day for Settlement Class Members to postmark objection to the Settlement Agreement.	June 15, 2021
Last day for Settlement Class Members to postmark requests for exclusion.	June 15, 2021



Deadline for Administrator to Submit a Report as to the Outcome of the Notice	July 1, 2021
Last day for Parties to Submit any Responses or Objections	July 1, 2021
Final Approval Hearing	July 15, 2021 at 10:00 a.m.

19. The Final Approval Hearing and related prior deadlines set forth above may, from time to time and without further notice to the Settlement Class Members (except those who have submitted timely and valid objections), be continued or adjourned by Order of the Court.

20. If, for any reason, the Settlement Agreement is not finally approved or does not become effective, this Order Granting Preliminary Approval shall be deemed vacated and shall have no force or effect whatsoever, and the Action shall proceed as if no settlement has been attempted.

**Qualified Settlement Fund**

21. The Court orders that a Qualified Settlement Fund, as defined in Treasury Regulations Section 1.468B-1, or other applicable law, shall be established to effectuate the terms of the Settlement Agreement and the orders of the Court. The Court hereby finds and orders that the Qualified Settlement Fund:

a. Shall be established pursuant to this order of the Court prior to the receipt of any monies from Defendant.

b. That it shall be established to resolve and satisfy the contested Claims that have resulted, or may result, from the matters that are the subject of this Action and that are released pursuant to the Settlement Agreement.

c. That the contested Claims have given rise to multiple claims by the Settlement Class Members asserting liability arising out of tort, breach of contract or other violations of law; and,

1 d. That the fund or account be established and its assets be segregated (within a separately  
2 established fund or account) from the assets of Defendant, and all related other persons in the  
3 meaning of Title 26, United States Code, Sections 267(b) and 707(b)(1). **IT SO ORDERED.**

4 MAR 3 0 2021

ELIHU M. BERLE

5 Dated: \_\_\_\_\_

6 THE HONORABLE ELIHU M. BERLE  
7 Judge of the Superior Court  
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# EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR LOS ANGELES COUNTY

VENUS MOORE ET AL. v. DEPARTMENT OF STATE HOSPITALS  
CASE NO.: 19STCV16858

**NOTICE OF CLASS ACTION SETTLEMENT**

*A court approved this notice. This is not an advertisement or solicitation.*

**TO:** All civil detainees, including but not limited to Mentally Disordered Offenders (“MDOs” now referred to as “OMDs”), Sexually Violent Predators (“SVP”), those Not Guilty by Reason of Insanity (“NGRI”), those held pursuant to the Lanterman-Petris-Short Act (“LPSA”), and those Incompetent to Stand Trial (“IST”) who worked in the DSH’s vocational program or sheltered workshops at any of the Hospitals managed by the Department of State Hospitals (“DSH”)—Atascadero State Hospital, Coalinga State Hospital, Metropolitan State Hospital, Napa State Hospital, and Patton State Hospital, between March 29, 2018 and June 27, 2019 and were paid a rate less than the applicable California minimum wage.

THIS NOTICE is to inform you of a proposed Settlement of a class action lawsuit and a court hearing regarding that Settlement. Your rights may be affected by the legal proceedings in this action. The Court will hold a hearing on July 15, 2021 at 10:00 a.m. to address whether the proposed Settlement should be approved (“Final Approval Hearing”). You may be entitled to receive a payment as part of this Settlement.

Plaintiffs Venus Moore, Deanna Winton, Thomas Hall, Robert Lefort, Joseph Bennett, Joshua Chiaromonte, Shan Shaw, Shane Potter, and Joseph Badiali have filed a lawsuit against DSH alleging claims for failure to pay unpaid minimum wages and waiting time penalties on behalf of a proposed class of current and former civil detainees who worked in a vocational rehabilitation program at any DSH Hospital (“patient-workers”) and were paid a rate less than the applicable California minimum wage. The Court has provisionally certified the lawsuit as a class action for settlement purposes only, and you have been identified as a Class Member.

Under the terms of the proposed settlement, if the Court grants final approval to the Settlement, you are estimated to receive **\$INSERT AMOUNT** as your share of the Net Settlement Amount. **Please note that this is only an estimate.** Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on DSH’s records that you worked a total of [ ] hours during the Class Period and that your average pay rate during the Class Period was \$[ ]. If you wish to dispute your hours or your average pay rate, you must postmark your dispute in writing to Atticus Administration, LLC not later than June 15, 2021, indicate the information that you believe is incorrect, and submit any written documents that support your position.

Your legal rights may be affected whether you act or do not act. Your options are summarized in this Notice. To review the full Settlement Agreement and other related



documents or for more information, visit [WEBSITE] or contact the Settlement Administrator or Class Counsel to request a copy. You can find the contact information for the Settlement Administrator and Class Counsel in Sections 7 and 10, below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>DO NOTHING</b>	<b>If you do nothing, you will receive money as part of the Settlement.</b> If you do nothing, and the Court grants final approval to the settlement, you will receive a sum of money based on your number of hours worked and your average rate of pay, and you will give up your right to sue DSH on the Released Claims described in Section 8, below. <u>You do not need to submit any form to receive a payment.</u>
<b>EXCLUDE YOURSELF</b>	<b>If you exclude yourself from the Settlement, you will receive no benefits from it.</b> If you make a valid and timely request to be excluded from the Settlement by postmarking a written, signed Request for Exclusion to the Settlement Administrator by the deadline of June 15, 2021, you will not receive any settlement payment, and you will preserve all Released Claims described in Section 8 below, subject to applicable statute of limitations.
<b>OBJECT</b>	<b>If you stay in the settlement but object, you will remain a Settlement Class Member and receive a payment if the Settlement is approved.</b> To object to the Settlement, you must postmark a written and signed objection to the Settlement Administrator or Class Counsel by June 15, 2021. You will remain a Settlement Class Member, and if the Settlement is approved despite your objection, you will receive a payment and you will give up your right to sue on the Released Claims described in Section 8 below.

## 1. Why Did I Get This Notice?

The Court has approved this Notice to inform you of the settlement of the class action lawsuit entitled *Moore et al. v. Department of State Hospitals*, Los Angeles Superior Court, Case No. 19STCV16858, and to advise you of your rights under the Settlement. You have received this Notice because DSH's records indicate that you are a member of the Class. The Class is composed of all civil detainees who worked at any of the Hospitals managed by the DSH, in the DSH's vocational program or sheltered workshops, between March 29, 2018 and June 27, 2019 and were paid a rate less than the applicable California minimum wage.

## 2. What Is this All About?

Plaintiffs Venus Moore, Deanna Winton, Thomas Hall, Robert Lefort, Joseph Bennett, Joshua Chiaromonte, Shan Shaw, Shane Potter, and Joseph Badiali filed this class action lawsuit against DSH. The lawsuit's primary claim is that DSH improperly failed to pay Plaintiffs and other patient-workers the applicable California state minimum wage for the hours they spent working in DSH's vocational rehabilitation program. DSH disagrees and believes that its practices during the Class Period complied with California law.

On June 27, 2019, Senate Bill 78 ("SB 78") was enacted into law. The new law continues to authorize DSH to establish sheltered workshops at state hospitals "to provide patients with remunerative work." (Welf. & Inst. Code §§ 4316; 4317.5.) The law, however, specifies that patient-workers who participate in sheltered workshops or other vocational-rehabilitation program are not employees for purposes of state civil service, minimum wage, and employment contracts. (Id.) The Welfare and Institutions Code states, in relevant part, that notwithstanding any payment schedule, participating patients "are not employees" subject to the minimum wage. (Welf. & Inst. Code §§ 4316(b); 4317.5.) The Court has not ruled on the merits of any of the claims asserted in the Lawsuit. DSH continues to deny that it has done anything wrong or that it is liable for any of the claims made in the Lawsuit. The Settlement is not an admission that DSH did anything wrong. Plaintiffs and DSH agreed to this Settlement to avoid the uncertainty of continuing with the case—including uncertainty related to the outcome of various possible motions, a trial, and any appeal—and the ongoing distraction, inconvenience, and expense of litigation. The Settlement provides the opportunity for patient-workers to receive payments in exchange for ending the Lawsuit and releasing the claims against DSH.

The class action attorneys approved by the Court as counsel for the patient-workers ("Class Counsel") believe that the settlement is fair and reasonable. One reason that Class Counsel believe this Settlement is fair and reasonable is that the Court recently decided that patient-workers can only bring claims for unpaid wages for one year before the filing of their government claim form. So, although Plaintiffs filed their case seeking three years of



unpaid wages, the Court held that recovery in this case would be limited to the one-year period before the filing of their government claim form—from March 29, 2018, until the enactment of Senate Bill 78 on June 27, 2019. There are also other risks in moving forward, including the risk that the Court would not certify the case as a class action, or that Plaintiffs would not prevail on the merits of their claims.

The Court has reviewed the Settlement Agreement and has preliminarily approved it as fair and reasonable and therefore has ordered the mailing of this Notice to the proposed class of patient-workers. On July 15, 2021, the Court will review the Settlement Agreement again and will make a final determination of the fairness and reasonableness of the settlement before deciding whether to finally approve it.

### 3. How Much Is the Settlement; How Is It Calculated; and How Much is My Share?

DSH has agreed to pay \$2 million to settle the disputed claims in this Lawsuit. Some of that amount will pay for administration costs of the Settlement (not to exceed \$20,000); attorneys' fees (in an amount to be approved by the Court but not to exceed 33% of the Gross Settlement Amount, or \$660,000); reasonable out-of-pocket costs of the Lawsuit (not to exceed \$50,000); costs for a guardian ad litem for any incompetent class members (not to exceed \$4,000); and service payments to the Plaintiffs (not to exceed \$5,000 each). Everything that is left after those expenses (the "Net Settlement Amount") will be paid to the Class Members.

The amount that each Class Member receives will be determined by a formula. DSH will provide the Settlement Administrator with two pieces of information for each Class Member: (1) the number of hours the Class Member worked in during the Class Period and (2) the hourly rate of pay the Class Member was paid for each week the Class Member worked. The Settlement Administrator will then calculate an average hourly rate of pay for each Class Member by averaging all of the hourly rates of pay for each of the weeks that the person worked. To determine the average hourly amount that the person was paid less than minimum wage, the Settlement Administrator will then subtract the average hourly rate of pay from \$11.40 (the weighted average of the California state minimum wage during the Settlement Period). The Settlement Administrator will then multiply each Class Member's number of hours worked by the average hourly amount that the person was paid less than minimum wage. The result is the Class Member's "Product." The Administrator will then divide the Class Member's Product by the sum of such Products for all Participating Class Members. The result will be the Class Member's "Payment Ratio." In other words, the Class Member's Payment Ratio is a fraction, with the Class Member's own individual Product as the numerator, and the sum of the Products of all Class Members as the denominator. The Settlement Administrator will then multiply the Class Member's Payment Ratio by the Net Settlement Amount. The result of this calculation will be the Participating Class Member's Individual Settlement Payment.

Your estimated share of the Settlement is stated on the first page of this Notice. This amount is an approximate minimum payment because it is based on the assumption that all Class Members will participate.

Settlement Class Members who are no longer detained in a DSH Hospital at the time the Settlement payments are made will be issued a check, which can be cashed for 365 days. Any checks not cashed after 365 days will be paid to the State of California General Fund.

Settlement Class Members who are detained in a DSH Hospital at the time payments are made will have their Settlement payments directly deposited into their patient account.

#### 4. What Are My Options?

You have the following options regarding your participation in the Lawsuit:

**OPTION 1 (PARTICIPATE/DO NOTHING):** If you want to receive your monetary share of the Settlement fund, you do not need to take any action. You will receive money and will give up certain claims as described in the release. If your address changes, be sure to let either Class Counsel (Contact Information in Section 10) or the Settlement Administrator (Contact Information in Section 7) know your updated contact information so that you may receive your settlement share.

**OPTION 2 (EXCLUDE YOURSELF/OPT-OUT):** If you do not wish to receive a Settlement payment and do not want to release your claims against DSH in this case, you must ask to be excluded from the Settlement ("Opt-Out") by postmarking a request for exclusion by June 15, 2021 as described in Section 7, below.

**OPTION 3 (OBJECT):** If you want to object to the Settlement, you must write to the Settlement Administrator or Class Counsel by June 15, 2021 to express your objection, following the procedures described in Section 9, below. If the Settlement is approved despite your objection, you will remain a Class Member, receive a Settlement payment, and will release your claims against DSH in this case as described in Section 8.



## 5. What if I Think My Settlement Share Was Calculated Incorrectly?

The number of hours worked and the average pay rate used to calculate your Settlement share are pre-printed on your Notice. That information was taken from DSH's records. If you dispute either or both of these numbers pre-printed on your notice, you must write what you believe is the correct number of hours worked and/or the correct average pay rate and, if possible, attach documents that verify the information you believe to be correct. Please be advised that DSH's personnel records are presumed to be accurate unless you prove otherwise. Note that you must postmark a written, signed dispute along with supporting documents to the Settlement Administrator at the address provided on this Notice by June 15, 2021. Once your dispute is received, the Settlement Administrator shall report it to Class Counsel and Defendant's Counsel and shall be granted reasonable access to DSH's records related to the dispute. After consulting with both counsel and reviewing the dispute and DSH's records, the Settlement Administrator will make a final and non-appealable decision regarding the dispute.

## 6. Is My Settlement Payment Taxed?

An IRS Form 1099 will be distributed to patient-workers who participate in the Settlement, reflecting the payments they receive under the Settlement. No tax withholdings will be made. If you have any questions about the tax consequences of the payments you may receive under the Settlement, you should consult with a tax advisor.

## 7. How Do I Exclude Myself From the Lawsuit and Settlement if I Wish to Do So?

If you are a member of the Class but do not want to remain in the Class, you may exclude yourself ("opt out"). If you exclude yourself from the Class, you will lose any right to participate in the Settlement—including any right to receive a Settlement Payment. If you decide on this option, you may keep any rights you have, if any, against DSH and you may file your own suit against DSH based upon the same legal claims that are asserted in the Lawsuit, but you will need to find your own attorney at your own cost to represent you in that suit. If you are considering this option, you should consult an attorney immediately to determine the extent of your rights.

**IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement.** To exclude yourself from the Settlement must postmark a request for exclusion, postmarked no later than June 15, 2021, to:

Atticus Administration, LLC  
[ADDRESS]

[3636112.1]



This signed and dated statement must contain the following information: your full name; your current address; the last four digits of your social security number/ITIN; and a statement that you do not wish to participate in the Settlement in *Moore et al. v. Department of State Hospitals*, Los Angeles Superior Court, Case Nos. 19STCV16858. **If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.**

## 8. What Claims Am I Releasing?

By participating in the Settlement, you will be releasing the claims that were pled or asserted or that could have been pled based on the factual allegations set forth in the most recent complaint in the Action for the Class Period, including, any claims for unpaid wages or waiting time penalties. This release includes claims that you know to exist, and those that you do not know or suspect to exist.

THIS IS A SUMMARY DESCRIPTION ONLY. THE FULL RELEASE OF CLAIMS IS CONTAINED IN THE SETTLEMENT AGREEMENT, WHICH CAN BE VIEWED AT [www. .com](http://www. .com) OR SENT TO YOU UPON REQUEST TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL (CONTACT INFORMATION IN SECTIONS 7 AND 10). IF YOU HAVE QUESTIONS ABOUT THE RELEASE OF CLAIMS, YOU MAY CONTACT CLASS COUNSEL.

## 9. How Do I Object to the Settlement, Attorneys' Fees and Costs, or Enhancement Payments?

You may object to the terms of the Settlement before Final Approval. Objections may only be submitted by persons who have **not** excluded themselves from the Settlement. However, the only way to avoid being bound by the terms of the Settlement is to timely postmark a signed request for exclusion as described above. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object in writing, as described below. You may also appear at the Final Approval Hearing, either in person or through your attorney, but you do not need to appear at the hearing to have your objection considered by the Court.

All written objections and supporting papers must (a) clearly identify the case name and number (*Moore et al. v. Department of State Hospitals*, Los Angeles County Superior Court, Case No. 19STCV16858), (b) be submitted to either Class Counsel (Contact Information in Section 10) or the Settlement Administrator (Contact Information in Section 7), and (c) be postmarked on or before June 15, 2021. You must not submit your objections

directly to the Court. **If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed Settlement. You will still be eligible to receive a Settlement payment if the Settlement becomes final even if you object to the Settlement.**

The Court has scheduled a Final Approval Hearing on July 15, 2021 to listen to and consider any concerns or objections from patient-workers regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing will take place on July 15, 2021 at 10:00 a.m., before the Honorable Elihu Berle, Los Angeles Superior Court, 312 North Spring Street, Los Angeles, California, 90012. Due to COVID-19, this hearing will likely take place remotely. Please visit <https://my.lacourt.org/laccwelcome> or contact Class Counsel for information about how to attend virtually if you would like to be present.

If you have an objection to Class Counsel's motion for an award of attorneys' fees and out-of-pocket costs, and/or their request for an "service award" to the Plaintiffs, you must submit to the Settlement Administrator or Class Counsel a written statement of the grounds of your objection, signed by you or your attorney, along with any supporting papers that you wish the Court to consider. The written objection must be postmarked by June 15, 2021. Should you wish to review the motion, it will be filed by May 17, 2021 and will be available to view on the Settlement website, [www.](http://www.). You may also contact the Settlement Administrator or Class Counsel if you do not have internet access and would like to request a copy of the motion.

#### 10. Who Are the Attorneys for the Class Members?

If you participate in the Settlement, you will be represented by Class Counsel for purposes of the Settlement. If you prefer to be represented by your own lawyer, you may hire one at your own expense.

The Court has appointed the following attorneys as Class Counsel: Jessica Riffin and Valerie Brender of Rukin Hyland & Riffin LLP and Gay Grunfeld and Michael Freedman of Rosen Bien Galvan & Grunfeld LLP. Class Counsel can be reached as follows:



JESSICA RIGGIN  
jriggin@rukinhyland.com  
VALERIE BRENDER  
vbrender@rukinhyland.com  
RUKIN HYLAND & RIGGIN LLP  
1939 Harrison St., Suite 290  
Oakland, CA 94612  
Tel: (415) 421-1800  
Fax: (415) 421-1700  
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GAY GRUNFELD  
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#### 11. How Much Will Class Counsel Be Paid in Attorneys' Fees?

Class Counsel have been litigating this case since March 2019, including filing Plaintiffs' government claims forms, two complaints, preparing and responding to discovery, litigating a motion for summary adjudication, and attending two full-day mediations. Class Counsel will ask the Court to award them attorneys' fees of up to thirty percent (33%) of the Settlement Amount—that is, up to \$660,000—which will be paid out of the Settlement Fund. You will not have to separately pay any portion of these fees yourself. As noted above, Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed on May 17, 2021 and will be available to view on the Settlement website, [www.\\_\\_\\_\\_\\_](http://www._____.com), or can be requested from the Settlement Administrator or Class Counsel.

#### 12. What about Expenses?

Subject to the Court's approval, Class Counsel shall be reimbursed out of the Settlement Fund for the out-of-pocket costs that they have incurred throughout the Lawsuit in an amount not to exceed \$50,000. The costs of claims administration and a guardian ad litem will also be deducted from the Settlement Fund, but it is estimated that this amount should not exceed \$24,000.

#### 13. Will the Named Plaintiffs Get Any Additional Money?

Class Counsel will ask the Court to award the Named Plaintiffs a service award of \$5,000 each for the time that they spent, and the risk that they undertook, in bringing the Lawsuit and in providing relevant information to Class Counsel. This amount is also subject to Court approval. Whatever amount the Court approves, if any, will be deducted and paid



from the Settlement Fund prior to distribution of the balance of the Settlement Fund to Class Members participating in the Settlement.

**14. What protections do I have against retaliation for participating in this settlement?**

The law protects you from any retaliatory action based upon your participation in this Settlement. You will not be retaliated against by DSH for choosing to participate (or not participate) in the Settlement.

**15. Where can I get further information?**

If you have questions about this Notice or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you should contact the Settlement Administrator (contact information listed in Section 7), for more information or to request that a copy of this Notice be sent to you in the mail. You may also view the Notice on the Settlement website [www. \[REDACTED\].com](http://www. [REDACTED].com), or you can request a copy of the Settlement Agreement or any of the papers filed in this matter from the Settlement Administrator or Class Counsel. If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in Section 10). You may also seek advice and guidance from your own private attorney at your own expense, if you wish to do so.

This Notice is only a summary of the Lawsuit and the Settlement Agreement. The entire Settlement Agreement and other related documents are available for viewing at the Settlement website: [\[REDACTED\]](http:// [REDACTED]). If you have questions about the proposed settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator or Class Counsel.

The Court cannot respond to any questions regarding this Notice, the Lawsuit, or the proposed Settlement. Please do not contact the Court or its Clerk.

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**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Alameda, State of California; I am over the age of 18 years and not a party to the within entitled action; my business address is 1939 Harrison Street, Suite 290, Oakland, California 94612.

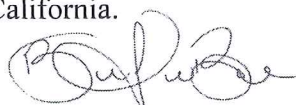
On March 23, 2021, I served the foregoing documents, described as **[PROPOSED] ORDER (1) CERTIFYING CLASS ACTION FOR SETTLEMENT PURPOSES ONLY; (2) GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; (3) APPROVING NOTICE AND NOTICE PLAN; AND (4) SETTING FINAL APPROVAL AND FAIRNESS HEARING** on the interested parties to said action by the following means:

<input type="checkbox"/>	(By Mail) By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Oakland, California addressed as set forth below.
<input type="checkbox"/>	(By Hand Delivery) By causing a true copy thereof, enclosed in a sealed envelope, to be delivered by hand to the addresses shown below.
<input type="checkbox"/>	(By Overnight Delivery) By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges prepaid, to be sent by Federal Express, addressed as shown below.
<input type="checkbox"/>	(By Personal Service) By personally delivering a true copy thereof, enclosed in a sealed envelope, to the addressees shown below.
<input type="checkbox"/>	(By E-Mail) By electronically transmitting the document(s) listed above, by agreement between the parties, addressed as set forth below.
<input checked="" type="checkbox"/>	(By E-Service) By personally causing such document(s) to be served by File&ServeXpress by transmitting true and correct copies to File&ServeXpress to service the parties listed below.

Fiel D. Tigno  
Jorge Aguilar  
Christopher Beatty  
Kelsey Linnett  
OFFICE OF THE ATTORNEY GENERAL  
1515 Clay Street, Fl. 20  
P.O. Box 70550  
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Email: Kelsey.Linnett@doj.ca.gov  
Attorneys for Defendant

☒ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 23, 2021, at Newport Beach, California.



Brigitte A. Butler