

Class ID: <<ClassID>> <<Barcode>>  
<<First Name>> <<Last Name>>  
<<Street Address>>  
<<City>>, <<State>> <<Zip>>

SUPERIOR COURT, STATE OF CALIFORNIA

COUNTY OF ORANGE

MELINDA MARSHALL, an individual; on her own behalf  
and on behalf of all others similarly situated,

Plaintiffs,

vs.

PREMIER NURSING SERVICES, INC., a California  
corporation; and DOES 1 through 10, inclusive,

Defendants.

CASE NO. BC373790

[Hon. Judge Jerome K. Fields – Department 51]

**NOTICE OF CLASS ACTION SETTLEMENT**

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

**TO ALL CURRENT AND/OR FORMER:**

**REGISTERED NURSES (RNS)**

**LICENSED VOCATIONAL NURSES (LVNS)**

**CERTIFIED NURSING ASSISTANTS (CNAS)**

**WHO WERE EMPLOYED BY PREMIER NURSING SERVICES, INC. (“PREMIER”) BETWEEN  
JULY 5, 2003 AND OCTOBER 20, 2008**

**THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF  
YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR  
RIGHT TO RECEIVE PAYMENT.**

***Why should you read this notice?***

This notice is to let you know there was a hearing on October 20, 2008 in the Superior Court of the State of California for the County of Los Angeles, located at 111 North Hill Street, Los Angeles, CA 90012. Judge Jerome K. Fields conditionally certified a class action in the matter of *Marshall v. Premier Nursing Services, Inc.*, Case No. BC373790 (the “Action”) for the purpose of settlement and ordered that you receive this Notice. The Court will hold a Final Fairness Hearing concerning the proposed settlement on February 13, 2009 at 9:00 a.m. You may personally appear at this hearing either with an attorney or by yourself.

### ***What is this case about?***

On July 5, 2007, Melinda Marshall (“Plaintiff”) filed her Complaint in the Superior Court of the State of California, County of Los Angeles against PREMIER on behalf of all Registered Nurses (RNs), Licensed Vocational Nurses (LVNs) and Certified Nursing Assistants (CNAs) who were employed by PREMIER to provide health care services at various hospitals throughout California. The Complaint alleged claims for overtime compensation, failure to provide meal and rest periods, and unfair competition.

PREMIER vigorously denied any and all allegations of liability or wrongdoing. PREMIER contended that it has always provided full compensation to the class members and that it has always complied with the California Labor Code.

### ***Why did I get this notice?***

You have received this notice because PREMIER’s business records indicate that you are a member of the Settlement Class because you are a current or former Registered Nurse (RN), Licensed Vocational Nurse (LVN) or Certified Nursing Assistant (CNA) who is or was employed by PREMIER during the period July 5, 2003 to October 20, 2008. As such, you will be eligible for compensation from this settlement.

### ***Who are the attorneys representing the parties?***

#### **Plaintiffs’ Counsel**

Mark A. Ozzello, Esq.  
ARIAS OZZELLO & GIGNAC LLP  
6701 Center Drive West, 14th Floor  
Los Angeles, California 90045  
(310) 670-1600

#### **Premier’s Counsel**

Margaret Rosenthal, Esq.  
Sabrina L. Shadi, Esq.  
BAKER & HOSTETLER, LLP  
12100 Wilshire Boulevard, 15<sup>th</sup> Floor  
Los Angeles, California 90025  
(310) 820-8800

### ***What is the class action settlement?***

#### **A. Class Certified for Settlement Purposes Only**

The Court conditionally certified the following class for settlement purposes only:

All current or former Registered Nurses (RNs), Licensed Vocational Nurses (LVNs) and Certified Nursing Assistants (CNAs) who were employed by Premier in the State of California during the period July 5, 2003 to the present and who allege they were not paid double-time compensation to which they were entitled and/or were not provided legally mandated meal and/or rest periods.

The Class does **not** include any and all persons who request exclusion from the Class. The Court appointed the following Class Representative: Melinda Marshall. The Court appointed Mark A. Ozzello of Arias, Ozzello & Gignac, LLP as class counsel for the Settlement Class.

#### **B. Class Recovery and Distribution Formula**

The total value of the Settlement Fund is \$235,000. The attorneys’ fees and costs will not be deducted from this amount, but will be paid separately by Premier. In settlement of all Class claims PREMIER shall pay the sum of \$235,000 (the “Settlement Fund”). Money paid as the Settlement Fund shall be paid as follows:

- a. The costs of Notice and Settlement Administration, subject to Court approval.
- b. Up to \$5,000 in class representative enhancements to Plaintiff Melinda Marshall subject to Court approval.
- c. Each Class Member who files a valid claim (“Claimant”) shall be paid a portion of the Settlement Fund based on the Claimant’s pro-rata share of gross payroll for all Claimants during the period from July 5, 2003 to October 20, 2008. All payments to class members shall be allocated 60% to wages and 40% to penalties under the Labor Code. Accordingly, PREMIER shall be responsible for the employer’s share of payroll taxes, where applicable, for all amounts allocated to wages.

**To receive compensation under the settlement, you need to submit the attached Proof of Claim Form. Even if you do not submit a Proof of Claim Form, you will be bound by the terms of the following release unless you exclude yourself from the settlement in the manner described below.**

## Release of Claims

Upon the Final Approval Order of the Settlement Agreement proposed by Plaintiff and Premier, Plaintiff on her own behalf and as the Class Representative, on behalf of all Class Members and all Persons purporting to act on their behalf or purporting to assert a claim under or through them, including but not limited to, their dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity (collectively, the "Releasing Parties") will forever, completely and irrevocably release and discharge Premier and any of its past, present, and future parents, affiliates, subsidiaries, predecessors, successors, and assigns, and each of their officers, directors, shareholders, employees, agents, attorneys or other persons acting on their behalf (collectively, the "Released Parties") from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses and issues of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, contingent or non-contingent, that any of the Releasing Parties have, may have had, or may have in the future against any of the Released Parties under any source of law in connection with, or that arise out of, or relate in any manner whatsoever, in whole or in part, to the Action, the facts of the Action and the claims alleged or asserted in the Action (collectively, "Released Claims").

The Releasing Parties acknowledge that they each may have claims that are presently unknown and that the release contained in this Settlement Agreement is intended to and will fully, finally, and forever discharge all Released Claims, whether now asserted or unasserted, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, which is known, might have been known, might have affected their decision to enter into this Release. Each Releasing Party shall be deemed to waive any and all provisions, rights, and benefits conferred by any law of the state of California. In making this waiver, Plaintiff, the Class Members, and all other Releasing Parties understand and acknowledge that they may discover facts in addition to or different from those that are currently known or believed to be true with respect to the subject matter of the Action and this Release, but agree that it is their intention to fully, finally and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts. The foregoing waiver includes, without limitation, an express waiver, to the fullest extent permitted by law, by Plaintiff, all Class Members and all other Releasing Parties of any and all rights under California Civil Code section 1542, which provides:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

### **C. Class Counsel's Attorneys' Fees and Costs**

PREMIER has agreed not to oppose Class Counsel's application for fees and costs in an amount not to exceed \$125,000. Whatever amount is ultimately approved by the Court, will be paid entirely separate and apart from the \$235,000 Settlement Fund. The fee and cost reimbursement approved by the Court will not affect the amount paid to the Class or to individual Class Members in any way.

## ***What are my rights in this matter?***

You have four options with respect to the settlement. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option are explained below:

### **A. Option One: You Can Submit A Proof Of Claim Form And Receive Payment From The Settlement Fund.**

If you wish to receive compensation as part of this settlement, **you must complete** the Proof of Claim Form which is attached to this Notice. You will need to do nothing more than complete the Proof of Claim Form and promptly return it to the Settlement Administrator whose address is listed on the form on or before **January 2, 2009**. The Proof of Claim Form will be processed by the Settlement Administrator, and your share of the settlement money will be distributed to you at a later date. **Only claims submitted on the Proof of Claim Form will be processed.**

For purposes of this paragraph, the date of delivery shall be, as applicable: (1) the date the Proof of Claim Form, addressed to the Settlement Administrator, is deposited in the U.S. mail, postage pre-paid, or with an overnight letter carrier guaranteeing delivery within two business days; (2) the date the Proof of Claim Form is faxed to the Settlement

Administrator at (310) 348-0258; or (3) the date the Proof of Claim Form is emailed to the Settlement Administrator at info@dmaaclassaction.com.

If you choose to mail your Proof of Claim Form, it must be postmarked by **January 2, 2009** and sent to:

Premier Nursing Settlement  
Settlement Administrator  
Desmond, Marcello & Amster  
P.O. Box 451999  
Los Angeles, California 90045

**B. Option Two: You Can Exclude Yourself (“Opt Out”) From The Settlement.**

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement (referred to as “opting out”) by filing a written request for exclusion (“Request for Exclusion”) to the Settlement Administrator at the address that is set forth below. To be timely, all such Requests for Exclusion must be postmarked no later than 30 days (**January 14, 2009**) prior to the date scheduled for the Fairness Hearing **February 13, 2009**. Class Members requesting exclusion must set forth in their Request for Exclusion their full name and current address. A Request for Exclusion must also contain a signed statement in substantially the same form as follows: **“Please exclude me from the proposed class in the Marshall, et al. v. Premier Nursing Services, Inc. litigation.”** If you fail to comply with the opt out procedure set forth herein on or before the deadline, you shall not be excluded and shall instead be bound by all provisions of the Settlement Agreement and all orders issued by the Court.

If you elect to opt out of the Class in the manner, and within the time limits specified above, you (1) shall not have any rights under the Settlement Agreement; (2) shall not be entitled to receive any compensation from the Settlement Fund; (3) shall not have standing to submit any objection to the Settlement; and (4) shall not be bound by the Settlement Agreement.

The Request for Exclusion Form must be postmarked by **January 14, 2009** and sent to:

Premier Nursing Settlement  
Settlement Administrator  
Desmond, Marcello & Amster  
P.O. Box 451999  
Los Angeles, California 90045

**C. Option Three: You May Object To The Settlement.**

If you do not exclude yourself (opt out) from the Settlement by submitting a Request For Exclusion Form, you may also appear at the Fairness Hearing on **February 13, 2009** either with or without an attorney of your choice or you may object (“Object”) to the Settlement before the Final Fairness Hearing by filing a written objection (“Objection”). If the Court rejects your Objection, you will still be bound by the terms of the Settlement unless you have submitted a valid and timely Request for Exclusion Form.

To Object, you must mail a written objection, and supporting papers, if any, to the Settlement Administrator at the address listed above. To be timely, all objections must be postmarked no later than 30 days (**January 14, 2009**) prior to the date scheduled for the Fairness Hearing. The written objection must contain your full name, current address, and include any and all supporting papers. If you desire to object, but fail to comply with the objection procedure you shall be deemed to have not objected. Any Class Member who files an objection remains eligible to submit a Claim Form and receive monetary compensation from the Settlement.

Any written Objection must state the specific reason for your objection and must state your full name and any names you have used in the past, your current address, and phone number, and must be signed by you.

**D. Option Four: You May Do Nothing.**

If you choose not to exclude yourself from the Settlement by submitting a Request for Exclusion, and you choose not to submit a Proof of Claim Form, you will remain a member of the class and you will release PREMIER from any and all claims you may have arising out of or related to the allegations of the Action or the payment (or non-payment) of wages by PREMIER. **If you select this option, you will be subject to the full release as articulated in the Stipulation of Settlement, yet you will receive no compensation from this settlement.**

***When is the Final Fairness Hearing?***

The Court will hold a Final Fairness Hearing, which is currently set for **February 13, 2009** at 9:00 a.m. in Department 51 of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. Class Counsel's application for attorneys' fees and reimbursement of expenses, as well as any applications for Enhancements for the Class Representative, will be on file with the Court and will be available for review. The Hearing may be continued (moved to another date) without further notice to the Settlement Class. It is not necessary for you to appear at this hearing unless you have timely filed an Objection with the Court. You may however appear if you desire.

***What should I do if I need additional information?***

For more detailed information, including the precise terms and conditions of the Stipulation of Settlement, you may examine the documents at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, 111 North Hill Street, Los Angeles, CA 90012. You may also obtain a copy of the Stipulation of Settlement by contacting the Settlement Administrator at the address above. You may also call (877) 221-4911 toll free to obtain additional information regarding the Settlement. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire.

If you have any questions, you may call (877) 221-4911 toll free. If you call, please refer to the Premier Settlement. In addition, you may request additional information by writing to the Settlement Administrator at the following address:

Premier Nursing Settlement  
Settlement Administrator  
Desmond, Marcello & Amster  
P.O. Box 451999  
Los Angeles, California 90045

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## **PROOF OF CLAIM FORM INSTRUCTIONS**

**MELINDA MARSHALL V. PREMIER NURSING SERVICES, INC.  
LOS ANGELES SUPERIOR COURT, CASE NO. BC373790**

**TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE THIS FORM.**

**IF YOUR CLAIM IS POSTMARKED AFTER JANUARY 2, 2009, YOUR CLAIM WILL BE REJECTED AND YOU WILL NOT RECEIVE ANY SETTLEMENT PAYMENT.**

### **INSTRUCTIONS**

1. You must legibly complete, sign, and mail this Proof of Claim Form to be eligible to receive a settlement payment.
2. If you move, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator.
3. If you have questions, please write to the Settlement Administrator at the address shown below, or call (877) 221-4911.

### **THE PROOF OF CLAIM FORM MUST BE SENT TO:**

Premier Nursing Settlement  
Settlement Administrator  
Desmond, Marcello & Amster  
P.O. Box 451999  
Los Angeles, California 90045  
Fax: (310) 348-0258  
Email: [info@dmaclassaction.com](mailto:info@dmaclassaction.com)

# PROOF OF CLAIM FORM

## MELINDA MARSHALL V. PREMIER NURSING SERVICES, INC. LOS ANGELES SUPERIOR COURT, CASE NO. BC373790 (THE "ACTION")

### CLAIM INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: ( \_\_\_\_ \_\_\_\_ \_\_\_\_ ) \_\_\_\_ \_\_\_\_ - \_\_\_\_ \_\_\_\_ \_\_\_\_  
(Home)

Telephone Number: ( \_\_\_\_ \_\_\_\_ \_\_\_\_ ) \_\_\_\_ \_\_\_\_ - \_\_\_\_ \_\_\_\_ \_\_\_\_  
(Work)

I certify that I was employed by PREMIER NURSING SERVICES, INC. during the period July 5, 2003, to October 20, 2008, and, on at least one occasion during that period, I was not paid double-time compensation which I was entitled to receive **and/or** I was not provided a legally mandated meal and/or rest period.

My signature below constitutes a full and complete release by me and all persons purporting to act on my behalf, or purporting to assert a claim under or through me, including my dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity (collectively, the "Releasing Parties") and forever completely and irrevocably releases and discharges Premier Nursing Services, Inc. and any of its past, present, and future parents, affiliates, subsidiaries, predecessors, successors, and assigns, and each of their officers, directors, shareholders, employees, agents, attorneys, and other persons acting on their behalf (the "Released Parties") from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses, and losses and issues of any kind or nature whatsoever, whether asserted or unasserted, known or unknown, suspected or unsuspected, contingent or non-contingent, that any of the Releasing Parties have, may have had, or may have in the future against any of the Released Parties under any source of law in connection with, or that arise out of, or relate in any manner whatsoever, in whole or in part, to the Action, the facts of the Action, and the claims alleged or asserted in the Action (collectively, "Released Claims").

I also acknowledge that I may have claims that are presently unknown and that this release is intended to and will fully, finally, and forever discharge all Released Claims, whether now asserted or unasserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed or may hereafter exist, which if known, might have affected my decision to enter into this Release. I am deemed to waive any and all provision, rights, and benefits conferred by any law of the state of California. In making this waiver, I understand and acknowledge that I may discover facts in addition to or different from those that are currently known or believed to be true with respect to the subject matter of the Action and this Release, but agree that it is my intention to fully, finally and forever settle and release any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts.

The foregoing waiver includes, without limitation, an express waiver, to the fullest extent permitted by law, by me of any and all rights under California Civil Code section 1542, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

I certify that I have not assigned any of the claims described above.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.  
(day) (month) (year) (city) (state)

\_\_\_\_\_  
*Signature of Claimant*