

SUPERIOR COURT OF THE OF CALIFORNIA, COUNTY OF ALAMEDA

If you worked as an Educational Assistant, One-to-One Aide and/or Van Driver at a UHS School in California between December 14, 2004 and May 17, 2011 you could get a payment from a class action settlement.

*The Alameda County Superior Court authorized this notice. This is **not** an advertisement from a lawyer. You are **not** being sued.*

- Educational Assistants (“EAs”), One-to-One Aides (“1:1s”) and Van Drivers have sued UHS of Delaware, Inc. (“UHS”) and the UHS Schools, alleging that the schools failed to provide meal and rest periods required under California law.
- Your legal rights are affected whether you act or do nothing. **READ THIS NOTICE CAREFULLY.**

UHS AND THE SCHOOLS HAVE AGREED NOT TO RETALIATE AGAINST YOU FOR ANY REASON RELATED TO THE SETTLEMENT

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Exclude Yourself	Get no payment. This is the only option that allows you to file your own separate lawsuit against UHS and the UHS Schools for alleged meal and rest break violations, failure to pay wages due upon termination, statutory “waiting time penalties,” and failing to issue accurate semi-monthly itemized wage statements between December 14, 2004 and May 17, 2011.
Object to the Proposed Settlement	Write to the Court about why you don’t like the settlement.
Go to the Final Approval Hearing	Ask to speak in Court about the fairness of the settlement.
Do nothing	Get a share of the settlement based on the number of weeks you worked at a UHS School which ends your claims against UHS.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The parties to the case have asked the Court to approve a settlement which will provide \$3,500,000 to pay to EAs, 1:1s and Drivers who worked at UHS Schools in between December 14, 2004 and May 17, 2011.
- The lawyers for the EAs, 1:1s and Drivers will ask the Court for up to \$912,103.24 to be paid out of the settlement for their fees and costs. The Court has not yet approved this request.
- The two sides disagree on how much money could have been won if the EAs, 1:1s and Drivers won a trial.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved. Please be patient.

QUESTIONS? CALL 1-800-542-0900, TOLL-FREE OR EMAIL CLASS COUNSEL AT UHS.SCHOOLS.SETTLEMENT@GMAIL.COM

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION.....	PAGE 3
1. Why did I get this notice package?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
WHO IS IN THE SETTLEMENT.....	PAGE 4
5. How do I know if I am part of the settlement?	
6. Are there exceptions to being included?	
7. I'm still not sure if I am included.	
THE SETTLEMENT BENEFITS—WHAT YOU GET.....	PAGE 4
8. What does the settlement provide?	
9. How much will my payment be?	
10. What happens if part of the Net Settlement Fund cannot be distributed?	
11. What happens if the Court does not approve certain deductions from the Settlement?	
12. What should I do if I disagree with the number of workweeks stated in the notice?	
HOW YOU GET A PAYMENT.....	PAGE 6
13. How can I get a payment?	
14. When would I get my payment?	
15. What am I giving up to get a payment?	
EXCLUDING YOURSELF FROM THE SETTLEMENT.....	PAGE 7
16. What if I don't want to be a part of the settlement?	
17. If I don't exclude myself, can I sue my employer for the same thing later?	
18. If I exclude myself, can I participate in this settlement?	
THE LAWYERS REPRESENTING YOU.....	PAGE 8
19. Do I have a lawyer in the case?	
20. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT.....	PAGE 8
21. How do I tell the Court that I don't like the settlement?	
22. What's the difference between objecting and excluding?	
NO RETALIATION.....	PAGE 9
23. Will my decision affect my relationship with my employer?	
THE COURT'S FAIRNESS HEARING.....	PAGE 10
24. When and where will the Court decide whether to approve the settlement?	
25. Do I have to come to the hearing?	
26. May I speak at the hearing?	
IF YOU DO NOTHING.....	PAGE 10
27. What happens if I do nothing at all?	
GETTING MORE INFORMATION.....	PAGE 10
28. Are there more details about the settlement?	

BASIC INFORMATION

1. Why did I get this notice package?

The parties to a lawsuit pending in the Alameda County Superior Court agreed to a settlement on behalf of a Plaintiff Class consisting of all individuals who were employed as EAs, 1:1s and/or Drivers at UHS Schools in the State of California between December 14, 2004 and May 17, 2011 (the “Class Period”). You have received this notice because UHS’ records show that you worked in one of those jobs at a UHS School during the Class Period.

This document explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the Alameda County Superior Court, and the case is called *Neu-Helms v. UHS of Delaware, Inc.*, Case No. RG 08425516. The people who sued are called Plaintiffs, and the companies sued are called Defendants.

2. What is this lawsuit about?

In the lawsuit, the Plaintiffs claim that the UHS Schools (the “schools”) owe them and their EAs, 1:1s and Drivers money for the following:

- Failure to provide meal and rest breaks in violation of California’s labor laws; and
- Related penalties and interest.

Defendants deny that it violated the law in any way as described in the lawsuit. Nothing in this notice, or the settlement itself, means that UHS of Delaware (“UHSD”) or the Schools admit liability, culpability, negligence or wrongdoing.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, Valene Haupt, Katherine Woolstencroft and Jessica Neu-Helms) sue on behalf of people who have similar claims. Together, these people are known as a class, and the individuals are known as class members. In a class action, a single court resolves all of the similar claims in a single case, except for those who choose to exclude themselves from the Class. Superior Court Judge Steven A. Brick is in charge of this class action.

4. Why is there a settlement?

The Court **has not** decided in favor of the Plaintiffs or Defendants. The Court has *preliminarily* approved the settlement and will hold a hearing at 3:00 p.m. on August 30, 2011 to determine whether to grant final approval to the settlement. The Plaintiffs believe that the settlement is in the best interest of all class members.

The dispute was intensely litigated. The Court has preliminarily approved the settlement as a fair compromise to avoid the risks and delays of continuing litigation, trial and likely appeals, which could take years.

WHO IS IN THE SETTLEMENT?

To see if you can get money from this settlement, you must first determine whether you are included in the class definition.

5. How do I know if I am part of the settlement?

The Court has decided that everyone who fits the following description is a class member for the purposes of this settlement:

All persons who have been employed as an EA, 1:1 and/or Driver at a UHS School in California at any time during the Class Period of December 14, 2004 through May 17, 2011.

In other words, all EAs, 1:1s and Drivers who worked at any of the UHS Schools (specifically: Creekside Academy fka Carmichael NPS; Desert Hot Springs NPS; Blue Mountain Academy fka Grand Terrace NPS; Desert Valley Hope Academy fka Hemet NPS; San Jacinto NPS; Morongo Basin Learning Academy fka Morongo NPS; Highlander NPS; Ramona NPS; Rancho Academy of Learning fka Rancho Cucamonga NPS; Mission Bell Academy fka Riverside NPS; Rancho San Diego Academy fka Steele Canyon NPS; Van Nuys NPS; Mojave Ridge Academy fka Victorville NPS; Mar Vista NPS; Sonoma NPS; Parkway Academy fka Vallejo NPS; San Rafael NPS; Cotati NPS fka Santa Rosa NPS; Ventura NPS; Laguna NPS; and Elmira NPS) in California during the Class Period are class members and will receive a share of the settlement unless they exclude themselves from the class.

6. Are there exceptions to being included?

There are no categorical exceptions to the class definition above. The only way to exclude yourself from the class is to fill out and return the exclusion form on or before the Notice Deadline (*see* exclusion instructions, in Sections 16-18 on page 8 below).

7. I'm still not sure if I'm included.

If you are still not sure whether you are included, you can ask for free help. You can call the Settlement Administrator at 1-800-542-0900 or contact Class Counsel at 415-956-1360 or UHS.Schools.Settlement@gmail.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

Defendants have agreed to create a \$3,500,000 fund (“the Gross Settlement Fund”) to resolve the claims of Plaintiffs and everyone in the class. In exchange for the \$3,500,000, the Plaintiffs and

every class member who receives a share of the settlement agrees to release certain claims against UHS and its schools (as described on page 7 in Section 15, below). The Settlement provides for the following payments to be made from the Gross Fund, if the Court approves them (or some portion thereof) at Final Approval:

- Class Counsel’s attorneys’ fees and costs (up to \$875,000 plus reasonable costs actually incurred for this case) in an amount to be determined at the Final Approval Hearing;
- Claims administration expenses (up to \$25,000);
- Enhancement awards (of up to \$10,000 per Plaintiff) paid to the Plaintiffs for prosecuting the case; and
- \$7,500 allocation to the California Labor and Workforce Development Agency

The Court may reduce any or all of these deductions before it approves the settlement. After these deductions, if the Court approves the settlement, the remaining amount of the settlement fund of approximately \$2,555,500 (called the “Net Settlement Fund”) will be divided among all class members who do not submit an exclusion form.

9. How much will my payment be?

Your share of the Net Settlement Fund will depend on the amount of the deductions (see section 8 above) approved by the Court, the number of class members who choose to exclude themselves from the settlement, and how many weeks you worked as an EA, 1:1 and/or Driver during the Class Period. Here is how it works:

Every class member who does not submit an exclusion form (“Participating Class Members”) will receive a pro-rated share of the Net Settlement Fund calculated by:

1. Dividing the Net Settlement Fund by the total number of calendar work weeks assumed to be worked by all Participating Class Members based on their dates of employment to determine the settlement value of a single workweek (the “per workweek amount”).
2. Then multiplying the per workweek amount by the number of workweeks for each participating Class Member worked based on the employee’s dates of employment will provide the amount of that individual’s pro-rated share of the Net Settlement Fund.

For the purposes of this settlement, you will be deemed to have worked a week if you were employed two or more shifts as an EA, 1:1 and/or Driver at any UHS School during a given week in the Class Period.

UHS’ records show that you worked as an EA, 1:1 and/or Driver from (DATE) to (DATE) and that there were ___ workweeks during these dates of employment.

Assuming the Court approves all the deductions in Section 8 above, and that no class members decide to exclude themselves from the settlement, **your** estimated settlement payment would be

\$_____.

Of course, if the Court reduces any of the deductions in Section 8, or if any class members decide to exclude themselves from the settlement, your settlement payment will increase by a small amount.

For more details contact Class Counsel per the instructions in Section 21.

10. What happens if the Net Settlement Fund cannot be distributed?

Any portion of the Net Settlement Fund that is not distributed to class members for any reason, including any returned checks or checks that are undeliverable, will be paid to a non-profit organization approved by the Court.

11. What happens if the Court does not approve certain deductions from the settlement?

Any Class Representative Enhancement Award or Class Counsel attorneys' fees or costs amount not approved by the Court will be added to the Net Settlement Fund and distributed to the Participating Class Members.

12. What should I do if I disagree with the number of workweeks stated in the notice?

As described in Section 9, above, for the purposes of this settlement, the number of workweeks which you will be deemed to have worked will be calculated by the Settlement Administrator based upon your dates of employment on record with UHS Schools as an EA, 1:1 and/or Driver at any UHS School in California during the Class Period. If you believe in good faith that the dates of employment for these positions are incorrect, you may contact the Settlement Administrator and provide them with documentation that you believe, under penalty of perjury, demonstrates that you worked more workweeks than the number displayed above in Section 9.

The documentation must be sent on or before the Notice Deadline, July 22, 2011, to the Claims Administrator at:

Neu-Helms v UHS Settlement Administrator
C/o CPT Group, Inc.
16630 Aston Street
Irvine, CA 92606

Upon timely receipt of your documentation, the Settlement Administrator will review the pertinent documents, consult with Class Counsel and Defendants' counsel, and then make a determination as to the number of workweeks which will be used to compute your individual settlement payment.

HOW YOU GET A PAYMENT

13. How can I get a payment?

If you do not wish to exclude yourself from the settlement, then you are not required to take any action. You can simply wait until the Court grants final approval of the settlement, and you will be mailed your settlement payment shortly thereafter.

QUESTIONS? CALL 1-800-542-0900, TOLL-FREE OR EMAIL CLASS COUNSEL AT UHS.SCHOOLS.SETTLEMENT@GMAIL.COM

14. When would I get my payment?

The Court will hold a hearing on August 30, 2011, to decide whether to approve the settlement. If the Court approves the settlement, class members who object have the right to appeal that approval. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who does not exclude themselves from the class will be kept informed as to the progress of the settlement. Please be patient.

15. What am I giving up to get a payment and stay in the class?

Unless you exclude yourself, you are staying in the class, and that means that once you receive your settlement payment, you cannot sue, continue to sue, or be a part of any other lawsuit against UHS and/or its Schools about the legal issues in *this* case. Remaining in the class also means that all of the Court's orders in this case will apply to you and legally bind you. By not excluding yourself from the class, you will be agreeing to a "release of claims," immediately below, which describes exactly the legal claims that you give up if you get settlement benefits.

RELEASE OF CLAIMS:

Each member of the Settlement Class releases Defendants and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors and attorneys thereof, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, which relate to the allegations and claims asserted in the *Neu-Helms* Complaint, including without limitation to, the *California Labor Code* or *Business and Professions Code* (including Section 17200); claims related to meal and rest periods, claims related to wage statements, claims for "waiting time" penalties, or any other penalties, including those recoverable under the Private Attorneys General Act ("PAGA"), claims for conversion, and any claims for relief based on the above claims, including any wages, penalties, restitution, equitable relief, or any other relief of any nature whatsoever, any other benefit claimed arising out of the allegations in the *Neu-Helms* Complaint. Class Members who do not submit timely and valid Exclusion Forms will also release any and all Fair Labor Standards Act ("FLSA") claims predicated on the allegations enumerated in this paragraph. This release shall apply to all such claims arising at any point from December 15, 2004 through the date of Preliminary Approval. All Class Members who do not submit timely and valid Exclusion Forms by the Notice Deadline shall be deemed to have accepted the Release.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue UHS and/or its schools about the legal issues in this case on your own, then you must exclude yourself or "opt out" of the class by filling out and returning the attached exclusion form on or before the Notice Deadline, July 22, 2011.

16. What if I don't want to be a part of the settlement?

To exclude yourself from the settlement, you must complete and return the exclusion form which accompanied this notice. You must enter your name, address, telephone number, and the last four digits of your social security number.

You can mail the completed exclusion form postmarked no later than the Notice Deadline, July 22, 2011 to:

Neu-Helms v. UHS Settlement Administrator
C/o CPT Group, Inc.
16630 Aston Street
Irvine, CA 92606

Or, you may fax a completed form on or before the Notice Deadline (July 22, 2011) to 949-428-1074.

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

However, if you submit an exclusion form *after* the Notice Deadline (July 22, 2011), you will *not* be excluded and will still be bound by the terms of the settlement, you will receive a settlement payment, and you will be bound by the release in Section 15, above.

17. If I don't exclude myself, can I sue UHS and/or the schools for the same thing later?

No. Unless you exclude yourself, you give up the right to sue UHS and/or the schools for the claims that this settlement resolves. If you currently have a separate lawsuit against UHS and/or the schools which raises claims similar to those described in this notice, speak to your lawyer in that case immediately. Remember, the exclusion deadline is July 22, 2011.

18. If I exclude myself, can I participate in this settlement?

No. If you submit a valid request for exclusion, you are no longer a part of the class or the settlement. You will not receive money from this settlement and you cannot object to the settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court appointed two law firms to represent you and the other class members in this case, the Law Offices of Michael S. Sorgen and Hoyer & Associates. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$875,000 in attorneys' fees (25% of the Gross Settlement Fund) plus the reasonable costs that they incurred in this case. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement.

QUESTIONS? CALL 1-800-542-0900, TOLL-FREE OR EMAIL CLASS COUNSEL AT UHS.SCHOOLS.SETTLEMENT@GMAIL.COM

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

21. How do I tell the Court that I don't like the settlement?

If you are a class member, you can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Clerk of the Alameda County Superior Court by the Notice Deadline (July 22, 2011), a Notice of Objection, signed by you which is titled "Notice of Objection" and contains the following information:

1. The name of the case and case number (*Neu-Helms v. UHS*, Case No. RG 08425516)
2. Your name
3. Your current address
4. Your telephone number
5. Your dates of employment as an EA, 1:1 and/or Driver at a UHS School in California
6. The last 4 digits of your Social Security Number, and
7. The basis for your objection

You can file a Notice of Objection by mailing it to the Court postmarked on or before the Notice Deadline (July 22, 2011) at:

Clerk of the Court
Alameda County Superior Court
Rene C. Davidson Courthouse
1225 Fallon St.
Oakland, CA

You *must* also mail a copy of your Notice of Objection to Class Counsel and UHS' Counsel at:

CLASS COUNSEL
Ryan L. Hicks
Law Offices of Michael S. Sorgen
240 Stockton St., 9th Floor
San Francisco, CA 94108

UHS' COUNSEL
Ellen M. Tipping
Murchison & Cumming LLP
200 West Santa Ana Boulevard, Suite 801
Santa Ana, CA 92701-4134

22. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can only object if you remain in the class. On the other hand, excluding yourself is telling the Court that you do not want to be a part of the class. If you exclude yourself, you have no basis to object because the case no longer affects you.

NO RETALIATION

23. Will my decision affect my relationship with UHS and/or its schools?

UHS has agreed **not** to retaliate against any class member in any way no matter what he or she decides to do with respect to the settlement. In other words, UHS will take no employment action against you or in your favor regardless of whether you receive a settlement payment, exclude yourself from the class, or object to the settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. If you timely file a Notice of Objection to the Court, you will have a right to be heard at the hearing. You are not required to attend the hearing or appear in Court.

24. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 3:00 p.m. on August 30, 2011, at the Alameda County Superior Court, Department 17, 1221 Oak Street, Oakland, CA 94612. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the settlement. The Court may also decide how much to pay Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. This hearing may be rescheduled by the Court without further notice to you.

25. Do I have to come to the hearing?

No. Class Counsel will answer questions that the Court may have. But, you are welcome to come at your own expense. If you file a Notice of Objection, you do not need to come to Court to talk about it, but may do so if you wish. As long as you mailed your Notice of Objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not necessary.

26. May I speak at the hearing?

If you filed a Notice of Objection on time and mailed a copy to Class Counsel and UHS' counsel, you will have a right to speak during the Final Approval Hearing (*see* Section 21 for instructions on how to file a Notice of Objection). You cannot speak at the hearing if you have excluded yourself.

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you do nothing at all, you will remain in the class and receive a settlement payment if the Court approves the settlement at the Final Approval Hearing.

GETTING MORE INFORMATION

28. Are there more details about the settlement?

Do not contact the Court with questions about the settlement.

Instead, you can call 1-800-542-0900 toll-free or write to the Settlement Administrator at the address provided in Section 21, above. You can also contact class counsel at 415-956-1360 or UHS.Schools.Settlement@gmail.com

Copies of this notice and the exclusion form will be available at:
www.hoyerlaw.com/UHS_Schools_Settlement_Info or www.alameda.courts.ca.gov/.

To access the Court's records for this case online, go to the Court's website (www.alameda.courts.ca.gov/) and first click on the tab that says "Domain Web" in the upper right corner. On the next page, click on the large, blue "Go to Domain Web" button near the bottom of the page. Next, click on the "Case Summary" link at the top of the page. Then, enter the case number (RG08425516) in the field provided and click the "Submit" button. Finally, choose the "Register of Actions" link in the left margin of the page to access the online records in this case.