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HOAG MEMORIAL HOSPITAL PRESBYTERIAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

YAMA SAIDI, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

HOAG MEMORIAL HOSPITAL
PRESBYTERIAN; and DOES 1 through
20, inclusive,

Defendants.

Case No.: 30-2021-01235263-CU-OE-CXC
Case No.: 30-2021-01228182-CU-OE-CXC

**STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION
CLAIMS AGAINST HOAG MEMORIAL
HOSPITAL PRESBYTERIAN**

Assigned to Judge Randall J. Sherman
Dept. CX-105

Complaint Filed: December 8, 2021

INSOOK ELLEN KIM, an individual, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

HOAG MEMORIAL HOSPITAL
PRESBYTERIAN, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Assigned to Judge Randall Sherman
Dept. CX-105

Complaint Filed: October 22, 2021

1 **STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTION CLAIMS**
2 **AGAINST HOAG MEMORIAL HOSPITAL PRESBYTERIAN**

3 **I. DEFINED TERMS**

4 As used herein, the following terms are defined as:

5 A. “Actions” mean the civil actions involving class action claims against Hoag
6 Memorial Hospital Presbyterian, entitled *Insook Ellen Kim v. Hoag Memorial Hospital*
7 *Presbyterian* (Orange County Superior Court Case No. 30-2021-01228182-CU-OE-CXC) and
8 *Yama Saidi, et al. v. Hoag Memorial Hospital Presbyterian* (Orange County Superior Court Case
9 No. 30-2021-01235263-CU-OE-CXC).

10 B. “Agreement,” “Settlement,” or “Stipulation” means this Stipulation and
11 Settlement Agreement of Class Action Claims Against Hoag Memorial Hospital Presbyterian.

12 C. “Claims” means all claims under any applicable laws and/or regulations relating
13 to any and all facts and claims asserted in the Action or any other claims that could have been
14 asserted in the Action based on the facts alleged, including, but not limited to claims for missed
15 meal and rest breaks; meal and rest break premiums; unpaid wages, including minimum wages,
16 regular wages, overtime and double time wages; failure to reimburse business expenses; wage
17 statement violations; alleged failure to timely pay all wages due upon separation of employment;
18 failure to maintain and provide accurate records; unfair business practices premised on the above
19 claims; and penalties under the California Private Attorneys General Act (“PAGA”).

20 D. “Class” or “Class Members” means all non-exempt employees who were
21 employed by Hoag Memorial Hospital Presbyterian during the Class Period.

22 E. “Class Counsel” means Kashif Haque, Jessica L. Campbell, Samuel A. Wong,
23 and Kristy Connolly of AEGIS LAW FIRM, PC, and Richard E. Quintilone II and Jeffrey T.
24 Green, of QUINTILONE & ASSOCIATES.

25 F. “Class Period” means the period from August 1, 2019 to December 4, 2023.

26 G. “Complaint” means the operative Complaints filed in *Insook Ellen Kim v. Hoag*
27 *Memorial Hospital Presbyterian* (Orange County Superior Court Case No. 30-2021-01228182-
28

CU-OE-CXC) and *Yama Saidi, et al. v. Hoag Memorial Hospital Presbyterian* (Orange County Superior Court Case No. 30-2021-01235263-CU-OE-CXC)

H. “Costs Award” means the reasonable amount of litigation expenses Class Counsel has incurred in prosecuting the Action and awarded by the Court, which Class Counsel estimates to be \$60,000.

I. “Court” means the Superior Court for the State of California for the County of Orange, which is the Court that the Parties will be submitting this Settlement to for purposes of obtaining court approval.

J. “Database Report” means a confidential list of Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Database Report shall be in computer-readable format, and shall include each Class Member’s full name; employee ID while employed by Hoag Memorial Hospital Presbyterian; dates of employment during which he or she worked as a non-exempt employee; last known home address and last known telephone number; Social Security number at a later date, if needed to perform a skip trace in the event of undeliverable mailings, Qualifying Workweeks, and any other relevant information needed to calculate settlement payments.

K. “Defendant” or “Hoag” means Hoag Memorial Hospital Presbyterian.

L. “Defendant’s Counsel” means James N. Godes and Joshua R. Mino of GODES & PREIS, LLP.

M. “Effective Date” means the later of: (a) if any Class Member validly submits a Notice of Objection, the date on which the time for appeals from any Order ruling on the objections or granting Final Approval of the Settlement has run; (b) the resolution of any appeal, filed by a Class Member who validly submitted a Notice of Objection, from any Orders ruling on any objection or granting Final Approval of the Settlement; or (c) in the event there are no objections submitted and/or all objections submitted have been withdrawn, then the date the Court signs an Order granting Final Approval of the Settlement.

1 N. "Excluded Class Members" means all Class Members who timely and validly
2 submit a written request for exclusion from the Class on or before the Objection/Exclusion
3 Deadline Date.

4 O. "Fees and Costs Award" means the aggregate total of the Fees Award and the
5 Costs Award to Class Counsel approved by the Court.

6 P. "Fees Award" means the fee amount authorized by the Court to be paid jointly to
7 Class Counsel for the services they have rendered in prosecuting these Actions, in an amount not
8 to exceed thirty-three and one-third percent (33 1/3%) of the Total Settlement Amount, i.e., fees
9 totaling One Million Five Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars
10 and Thirty-Three Cents (\$1,583,333.33).

11 Q. "Final Approval" and/or "Final Approval Order" means the Court's order
12 granting final approval of the Settlement and "Final Approval Date" means the date that the
13 Court signs the Final Approval Order.

14 R. "Final Approval Hearing" means the hearing at which the Court considers
15 whether to issue an order granting final approval to the Settlement.

16 S. "Incentive Award" means the amount that the Court authorizes to be paid to the
17 Named Plaintiffs in these Actions over and above their Settlement Share, in recognition of their
18 efforts in assisting with the prosecution of the Action on behalf of the Class Members. This
19 amount is not to exceed Ten Thousand Dollars (\$10,000) for each Named Plaintiff.

20 T. "Named Plaintiffs" means plaintiffs Yama Saidi, Jennifer Choi, and Insook Ellen
21 Kim.

22 U. "Net Settlement Fund" means the fund available to pay the Settlement Shares to
23 all Class Members. The Net Settlement Fund shall constitute the Total Settlement Amount minus
24 the sum of the (1) Fees and Cost Award, (2) the Incentive Awards, (3) the Settlement
25 Administration Costs, and (4) the PAGA Payment.

26 V. "Notice" means collectively the "Notice of Pendency and Settlement of Class
27 Action Settlement" and the "Opt-Out Form" that the Court directs to be sent via regular mail to
28 all Class Members, a proposed form of which is attached to this Settlement as **Exhibit "A" and**

1 **Exhibit “B.”**

2 W. “Objection/Exclusion Deadline” means the date, no later than forty-five (45) days
3 after the date the Notice is mailed (judged by the postmark date) by the Settlement Administrator,
4 prior to which a Class Member may validly submit a Notice of Objection or a Class Member
5 may submit a Request for Exclusion.

6 X. “PAGA Payment” shall constitute Two Hundred Thousand Dollars and No Cents
7 (\$200,000.00) and, pursuant to Labor Code Section 2699(i), it will be distributed as follows:
8 25% to the PAGA Group Members and 75% to the California Labor and Workforce
9 Development Agency (“LWDA”).

10 Y. “PAGA Group Members” means all Class Members employed by Defendant at
11 any time between October 22, 2020 through December 4, 2023 (“PAGA Period”).

12 Z.

13 AA. “Parties” means Defendant and the Named Plaintiffs.

14 BB. “Preliminary Approval Order” means the Order issued by the Court preliminarily
15 approving the terms of the Settlement set forth in this Stipulation, in a form to be agreed upon
16 by the Parties prior to the hearing on the Motion for Preliminary Approval and “Preliminary
17 Approval Date” means the date that the Court signs the Preliminary Approval Order.

18 CC. “Released Claims” any and all claims, causes of action, debts, liabilities,
19 demands, obligations, or damages of any kind, which have been or could have been asserted
20 against Defendant arising out of all claims for wages, overtime pay, pay for all time allegedly
21 worked but not compensated, and all other claims of any kind for wages, penalties, liquidated
22 damages, premium pay, interest, costs and attorneys’ fees arising from the alleged violation of
23 any provision of common law, California law and/or Federal law which were or could have been
24 raised in the Actions based on the facts alleged in the Complaint, including, but not limited to,
25 the following claims with respect to acts and omissions during the time period from August 1,
26 2019 to December 4, 2023, including: (a) failure to pay all wages owed, including minimum
27 wages and overtime wages (Fair Labor Standards Act, Cal. Lab. Code §§ 510, 511, 1194, and
28 applicable IWC Wage Orders); (b) failure to provide compliant meal and rest periods and failure

1 to pay wage premiums for alleged meal and rest break violations (Cal. Lab. Code §§ 226.7, 512
2 and applicable IWC Wage Orders); (c) failure to furnish timely and accurate wage statements
3 (Cal. Lab. Code §§ 226, 226.3, 226.6, 1174, 1175 and applicable IWC Wage Orders); (d) failure
4 to pay all wages at time of separation and any applicable waiting-time penalties (Cal. Lab. Code
5 §§ 201, 202, 203 and applicable IWC Wage Orders); (e) failure to pay wages for off-the-clock
6 work; (f) failure to provide one day's rest in seven (Cal. Labor Code §§ 551 and 552 and
7 applicable IWC Wage Orders); (g) failure to reimburse business expenses; (h) unfair business
8 practices and/or unfair competition (Cal. Bus. & Prof. Code §§ 17200 et seq.); (i) any other
9 claims or penalties under the wage and hour laws pleaded in the Complaints or that reasonably
10 could have been pleaded based on the allegations contained in the Complaints; and (j) all
11 damages, penalties, attorney fees, costs, interest and other amounts recoverable pursuant to (a)-
12 (j) to the extent permissible under the California Labor Code, California Industrial Welfare
13 Commission Orders, and the California Unfair Competition Law. The Released Claims do not
14 cover or include (1) claims for Workers' Compensation, (2) claims for unemployment or
15 disability payments, (3) claims for discrimination, retaliation or harassment under Title VII or
16 California's Fair Employment and Housing Act, (4) tort claims, or (5) any other claims that
17 cannot be released as a matter of law. The Released Claims shall run during the entire Class
18 Period. As of the Effective Date of Settlement, each Class Member who has not submitted a
19 valid Request for Exclusion shall be deemed to have fully, finally, and forever released,
20 relinquished, and discharged all Released Claims. This waiver and release of claims shall be
21 binding on Named Plaintiffs and all members of the Class who have not timely submitted a valid
22 Request for Exclusion, including each of their respective attorneys, agents, spouses, executors,
23 representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit
24 of the Released Parties.

25 DD. "Released PAGA Claims" means all claims for penalties arising during the
26 PAGA Period that were or could have reasonably been alleged based upon the facts pleaded in
27 the Actions and the PAGA notices that Named Plaintiffs provided to the LWDA.

28 EE. "Released Parties" means Hoag Memorial Hospital Presbyterian, and each of its

1 former or present parents, subsidiaries, affiliates, investors, partners, related organizations, joint
2 ventures, corporations in common control, predecessors or successors, and all agents, employees,
3 officers, directors, shareholders, trustees, members, managers, holding companies, insurers,
4 advisors, and attorneys, and any successors or assigns of any of the foregoing entities referred to
5 in this Paragraph.

6 FF. "Settlement Administrator" means Phoenix Settlement Administrators and/or any
7 other provider to which the Parties agree, and which will handle the administration of the
8 Settlement set forth in this Agreement and which is approved by the Court.

9 GG. "Settlement Class" means the Class Members who have not submitted a timely
10 Request for Exclusion.

11 HH. "Settlement Administration Costs" means the amount that will be paid to the
12 Settlement Administrator.

13 II. "Settlement Share(s)" means the individual amounts to be paid to Class Members
14 pursuant to the terms of this Settlement, with one-third (33.33%) of each Settlement Share check
15 allocated to wages, one-third (33.33%) of each Settlement Share check allocated to interest, and
16 one-third (33.33%) of each Settlement Share check allocated to penalties. (excluding meal and
17 rest break premiums).

18 JJ. "Total Settlement Amount" means the total amount that Defendant will be
19 required by this Stipulation to pay to: Class Members; Named Plaintiffs; Class Counsel; the
20 Settlement Administrator; and the Labor and Workforce Development Agency ("LWDA") (i.e.,
21 the PAGA Payment). The Total Settlement Amount includes Individual Settlement Payments to
22 the Class, Individual PAGA Settlement Payments to PAGA Group Members, Settlement
23 Administration Costs, Class Counsel's attorneys' fees and costs, and Incentive Awards. The
24 Total Settlement Amount is Four Million, Seven Hundred Fifty Thousand Dollars and No Cents
25 (\$4,750,000.00), based on a class size of roughly 10,000 class members and 1,100,000 work
26 weeks worked by all Settlement Class Members during the Class Period. Should the Participating
27 Settlement Class Members' total work weeks exceed 1,210,000, then Defendant agrees to pay a
28 pro rata increase in the Total Settlement Amount for each workweek above 1,210,000 total

1 workweeks. The settlement negotiations were premised on the assumption that the Class
2 included approximately 1,100,000 work weeks. If the total number of Class Members' work
3 weeks exceeds 1,210,000 work weeks, the Total Settlement Amount will increase by Four
4 Dollars and Thirty-Two Cents (\$4.32) for each additional workweek, and Defendant agrees to
5 pay this increased amount as the Total Settlement Amount in accordance with the terms set forth
6 herein.

7 The employer's share of payroll taxes and withholding associated with each Class
8 Member's Individual Settlement Payment, including, but not limited to, Medicare, Social
9 Security, federal unemployment, and state unemployment, will be paid by Defendant separate
10 from and in addition to the Total Settlement Amount.

11 In the event there is a pro rata increase to the Total Settlement Amount pursuant to this
12 section, all amounts calculated and/or estimated based on the original Total Settlement Amount
13 of \$4,750,000, including, but not limited to, the components of the Total Settlement Amount
14 identified in this Agreement (but excluding the Incentive Awards), shall be recalculated and
15 incorporated in this Agreement by operation of this Agreement alone. In such an event, Plaintiffs
16 may, but will not have an obligation to, request that Defendant execute an addendum to this
17 Agreement solely to reflect the revised amounts without affecting the enforceability or binding
18 nature of this Agreement, and Defendant agrees to provide an executed counterpart within five
19 (5) business days of Plaintiffs' request. The Total Settlement Amount is non-reversionary,
20 meaning that, if the settlement is approved and becomes effective, no part of this amount shall
21 be returned to the Defendant.

22 KK. "Qualifying Workweeks" means the number of weeks that Class Members
23 worked for Defendant as non-exempt employees during the Class Period.

24
25 This Stipulation is made by the Named Plaintiffs on behalf of themselves and each of the
26 other Class Members, on the one hand, and Defendant, on the other hand, in this Action, and is
27 subject to the approval of the Superior Court.

28 **II. BACKGROUND AND PRELIMINARY REPRESENTATIONS**

1 A. Conditional Certification. The Parties stipulate and agree to the conditional
2 certification of the Action for purposes of this Settlement only. For whatever reason, should the
3 Settlement not become final and effective as herein provided, then the conditional class
4 certification shall immediately be dissolved without prejudice. The fact that the Parties were
5 willing to stipulate to conditional class certification as part of the Settlement shall have no
6 bearing on, and shall not be admissible in or considered in connection with, the issue of whether
7 a class should be certified in a non-settlement context in the Action and shall have no bearing
8 on, and shall not be admissible or considered in connection with, the issue of whether a class
9 should be certified in any other lawsuit. Defendant expressly reserves its right to oppose class
10 certification should this Settlement not become final and effective.

11 B. Investigation. The Parties have conducted significant investigation of the facts
12 and law. Such discovery and investigation included interviews with the Named Plaintiffs and
13 other percipient witnesses as well as the review of documents and data necessary to calculate
14 potential damages. The Parties conducted two (2) private mediation sessions before experienced
15 mediator Mark S. Rudy, APC. Counsel for the Parties investigated the law as applied to the facts
16 discovered regarding the alleged claims of the Class Members and potential defenses thereto,
17 and the damages claimed by the Class Members. Defendant provided significant data regarding
18 pay information, shift information, and related pay policies and pay codes for Defendant's 10
19 largest departments, including Named Plaintiffs' departments; the Parties performed significant,
20 statistical analyses using independent experts to calculate and estimate damages and to ascertain
21 the incidence of alleged violations of pay policies, if any.

22 C. Defendant's Reasons for Settlement. Defendant concluded that any further
23 defense of this litigation would be protracted, distracting, and expensive for all Parties.
24 Substantial amounts of time, energy and resources of Defendant have been and, unless this
25 Settlement is made, will continue to be devoted to the defense of the Claims asserted by the
26 Named Plaintiffs. Defendant has also taken into account the risks of further litigation in reaching
27 its decision to enter into this Settlement. Defendant has, therefore, agreed to settle in the manner
28 and upon the terms set forth in this Agreement to put to rest the Claims as set forth in the

1 Complaints.

2 D. Defendant's Denial of Wrongdoing. Defendant has denied and continues to deny
3 each of the claims and contentions alleged by Class Members in the Action. Defendant has
4 repeatedly asserted, and continues to assert, defenses thereto, and has expressly denied and
5 continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct
6 alleged in these Actions. Defendant also has denied and continues to deny, *inter alia*, the
7 allegations that the Class Members have suffered damage; that Defendant in any way failed to
8 pay Class Members for all hours worked; that Defendant violated any laws regarding overtime
9 compensation; that Defendant failed to timely pay Class Members all wages owed upon
10 termination/resignation or otherwise when due; that Defendant failed to comply with the law
11 with respect to itemized wage statements; that Defendant violated the law regarding meal and
12 rest periods; that Defendant failed to pay wages for off-the-clock work; that Defendant failed to
13 pay at the appropriate rate of pay, that Defendant failed to provide one day's rest in seven; that
14 Defendant failed to reimburse Class Members for business expenses; that Defendant failed to
15 implement valid Alternative Workweek Schedules ("AWS"), that Defendant engaged in any
16 unlawful, unfair or fraudulent business practices; that any of Defendant's pay practices or
17 policies were or are unlawful; that Defendant engaged in any wrongful conduct as alleged in
18 these Actions; or that Class Members were harmed by the conduct alleged in these Actions.
19 Neither this Agreement, nor any document referred to or contemplated herein, nor any action
20 taken to carry out this Agreement, is, may be construed as, or may be used as an admission,
21 concession or indication by or against Defendant of any fault, wrongdoing or liability
22 whatsoever.

23 E. Plaintiff's Claims. Named Plaintiffs have claimed and continue to claim that the
24 Released Claims have merit and give rise to liability on the part of Defendant. This Agreement
25 is a compromise of disputed claims. Nothing contained in this Agreement and no documents
26 referred to herein and no action taken to carry out this Agreement may be construed or used as
27 an admission by or against the Named Plaintiffs or Class Counsel as to the merits or lack thereof
28 of the claims asserted.

1 F. It is the desire of the Parties to fully, finally and forever settle, compromise and
2 discharge, all disputes and claims against the Released Parties arising from or related to these
3 Actions, and that this Settlement Agreement shall constitute a full and complete settlement and
4 release of all the Released Parties from all of the claims asserted in these Actions.

5 **NOW, THEREFORE, IT IS HEREBY STIPULATED**, by and among the Named
6 Plaintiffs on behalf of the Class Members on the one hand, and Defendant on the other hand, and
7 subject to the approval of the Superior Court, that the causes of action alleged against Defendant
8 in these Actions are hereby being compromised and settled pursuant to the terms and conditions
9 set forth in this Agreement and that upon the Effective Date, the causes of action alleged against
10 Defendant in these Actions shall be dismissed with prejudice, subject to the continuing
11 jurisdiction of the Superior Court as set forth below, subject to the recitals set forth hereinabove
12 which by this reference become an integral part of this Agreement and subject to the following
13 terms and conditions:

14 **III. AGREEMENT**

15 A. Release As To All Class Members. As of the Effective Date, all Settlement Class
16 Members, including the Named Plaintiffs, release the Released Parties from the Released
17 Claims.

18 B. Release As to PAGA Group Members. As of the Effective Date, all PAGA Group
19 Members, including the Named Plaintiffs, release the Released Parties from the Released PAGA
20 Claims regardless of whether PAGA Group Members submit a valid request for exclusion from
21 the Class.

22 C. General Release By Named Plaintiffs Only Excluding Plaintiff Kim Separate
23 Action. In addition to the releases made by the Class Members set forth in Paragraph III(A) and
24 (B) hereof and in consideration for the Incentive Award, and as a material inducement to
25 Defendant to enter into this Agreement, Named Plaintiffs, as of the Effective Date, in their
26 individual capacities for themselves, their spouses, heirs, executors, administrators, successors
27 and assigns and with respect to their individual claims only, agree to forever release the Released
28 Parties from all charges, complaints, claims, demands, rights, liabilities, obligations, promises,

1 controversies, damages, suits, rights, demands, costs, losses, debts and expenses (including back
2 wages, penalties, liquidated damages, and attorneys' fees and costs actually incurred) actions,
3 causes of action of every nature and description whatsoever, known or unknown, asserted or that
4 might have been asserted, whether in tort, contract, or for violation of any state or federal statute,
5 rule or regulation arising out of, relating to, or in connection with their employment by and
6 termination of employment by Released Parties and any act or omission by or on the part of any
7 of the Released Parties committed or omitted prior to the Effective Date of this Agreement (the
8 "General Release"). This total release includes, but is not limited to, all claims arising directly
9 or indirectly from Named Plaintiffs' employment with Released Parties and the termination of
10 that employment; claims or demands related to wages, bonuses, vacation pay, benefits and
11 expense reimbursements pursuant to any federal, state or local law or cause of action, including,
12 but not limited to, breach of contract, breach of the implied covenant of good faith and fair
13 dealing, infliction of emotional harm, wrongful termination, wrongful termination in violation
14 of public policy, violation of any public policy, defamation and impairment of economic
15 opportunity; violation of the California Fair Employment and Housing Act, the California Labor
16 Code, the California Constitution; and any claims for violation of the Civil Rights Act of 1866,
17 Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, the
18 Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001), the Fair Labor Standards
19 Act, (29 U.S.C. § 201), and the Portal to Portal Act, (29 U.S.C. § 251), and any private attorney
20 general action under the California Business & Professions Code § 17200 .

21 The General Release includes any unknown claims that Named Plaintiffs do not know or
22 suspect to exist in their favor at the time of the General Release, which, if known by them, might
23 have affected their settlement with, and release of, the Released Parties or might have affected
24 their decision not to object to this Settlement or the General Release. With respect to the General
25 Release, Named Plaintiffs stipulate and agrees that, upon the Effective Date, they shall be
26 deemed to have, and by operation of the Court's Final Approval Order, shall have, expressly
27 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits
28 of Section 1542 of the California Civil Code, or any other similar provision under federal or state

1 law, which provides:

2
3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
4 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT**
5 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
6 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM**
7 **OR HER MUST HAVE MATERIALLY AFFECTED HIS OR**
8 **HER SETTLEMENT WITH THE DEBTOR.**

9
10 Named Plaintiffs may hereafter discover facts in addition to or different from those they
11 now knows or believe to be true with respect to the subject matter of the General Release, but
12 upon the Effective Date, shall be deemed to have, and by operation of the Court's Final Approval
13 Order, shall have, fully, finally, and forever settled and released any and all of the claims released
14 pursuant to the General Release whether known or unknown, suspected or unsuspected,
15 contingent or noncontingent, which now exist, or heretofore have existed upon any theory of law
16 or equity now existing or coming into existence in the future, including, but not limited to,
17 conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or
18 rule, without regard to the subsequent discovery or existence of such different or additional facts.

19
20 Notwithstanding the above, the scope of the General Release provided to Defendant by
21 the Named Plaintiffs does not include any claims for disability, workers compensation, or
22 unemployment benefits, or any claims that cannot be released as a matter of law. Additionally,
23 Plaintiff Kim is not releasing the specific allegations alleged in her separate action filed against
24 Defendant in Orange County Superior Court Case No. 30-2021-01228182-CU-OE-CXC for the
25 non-wage-and-hour related claims.

26
27 D. Qualified Settlement Fund and Payroll Taxes. Upon receipt of the Total
28 Settlement Amount from Defendant, the Settlement Administrator shall promptly (but no later
than three calendar days later) deposit the funds into an interest-bearing bank account, held in
escrow for the purpose of effectuating this Settlement. The Parties agree to treat this account as
a "Qualified Settlement Fund" pursuant to section 468(13) of the Internal Revenue Code of 1986,
as amended, and the Settlement Administrator shall treat the Qualified Settlement Fund as the

1 “employer” for purposes of federal and state income and employment tax withholding and
2 reporting with respect to the Settlement Shares. The Settlement Administrator shall notify
3 Defendant of the total amount required to satisfy the employer's payroll taxes and upon receipt
4 of that amount from Defendant shall be responsible for ensuring that all taxes associated with
5 the Agreement are timely paid to the appropriate authorities. The Settlement Administrator's
6 responsibilities include the following: Performing all tax reporting duties required by federal,
7 state or local law pertaining to the Settlement Administrator's duties as set forth in section III.I.,
8 below. In addition, the Settlement Administrator shall timely make such elections as necessary
9 or advisable to carry out the provisions of this paragraph. Such elections shall be made in
10 compliance with the procedures and requirements contained in the QSF regulations. It shall be
11 the responsibility of the Settlement Administrator to timely and properly prepare and deliver all
12 necessary documentation for signature as may be required, and thereafter to cause the appropriate
13 filing of such documentation to occur. To the extent that, for any period of time, the QSF is not
14 treated as a “Qualified Settlement Fund” within the meaning of the U.S. Treasury Regulations
15 1.468B-1 and 1.468B-5, the Settlement Administrator shall promptly notify Class Counsel and
16 Counsel for Defendant of that fact.

17 E. No Additional Contribution by Defendant. Defendant's monetary obligation
18 under this Agreement is limited to the Total Settlement Amount and payment of the employer's
19 share of any payroll taxes to be paid separate from the Total Settlement Amount, except that
20 Defendant agrees to pay an increased Total Settlement Amount where the total number of Class
21 workweeks exceeds 1,210,000 workweeks. Defendant may not be called upon or required to
22 contribute additional monies above the Total Settlement Amount and payment of the employer's
23 share of any payroll taxes under any other circumstances whatsoever. Defendant will be
24 responsible for the employer's share of payroll taxes separately and in addition to the Total
25 Settlement Amount based on the allocation of the Individual Settlement Payments as follows:
26 one third (33.33%) of the Net Settlement Amount, allocated to wages; one third (33.33%) of the
27 Net Settlement Amount allocated to penalties excluding meal and rest break premiums; and one
28 third (33.33%) of the Net Settlement Amount allocated to interest. Individual PAGA Settlement

1 Payments are to be considered 100% penalties. If this Agreement is canceled, rescinded,
2 terminated, voided, or nullified, or the Settlement of the Actions is barred by operation of law,
3 or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant
4 will cease to have any obligation to pay any portion of the Total Settlement Amount to anyone
5 under the terms of this Agreement and all previous disbursements from the Total Settlement
6 Amount will be immediately paid back to Defendant by the person or entity who received such
7 disbursement, except for the Settlement Administration Costs.

8 F. Tax Liability. Defendant makes no representations as to the tax treatment or legal
9 effect of the payments called for hereunder, and Named Plaintiffs are not relying on any
10 statement or representation by Defendant in this regard. Named Plaintiffs understand and agree
11 that Class Members will be solely responsible for the payment of the employee's taxes predicated
12 on the payments described herein. Defendant shall be responsible for any and all employer's
13 taxes resulting from any claims regarding the treatment of such payments as non-taxable
14 damages, including the treatment of such payments as not subject to withholding or deduction
15 for payroll taxes.

16 G. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
17 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
18 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
19 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
20 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
21 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
22 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
23 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
24 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
25 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
26 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL
27 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
28 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED

1 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
2 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
3 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
4 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
5 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
6 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
7 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
8 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
9 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
10 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
11 AGREEMENT.

12 H. Allocation of the Settlement Fund. The allocation of the Settlement Fund shall be
13 as follows:

14 1. Named Plaintiffs. Defendant agrees not to oppose or impede any
15 application or motion by Class Counsel for a service award to Named Plaintiffs in an
16 amount not to exceed Ten Thousand Dollars (\$10,000) for each Named Plaintiff. The
17 Parties agree that a decision by the Court to award the Named Plaintiffs an amount less
18 than Ten Thousand Dollars (\$10,000) shall not be a basis for the Named Plaintiffs or
19 Class Counsel to void this Stipulation. The Settlement Administrator shall issue the
20 Named Plaintiffs a Form 1099 for their Incentive Award. If the Incentive Award is not
21 approved and/or is reduced by the Court, any amount not approved and/or reduced by the
22 Court shall be included in the Net Settlement Fund. Named Plaintiffs shall be solely and
23 legally responsible to pay their applicable taxes on this payment and shall hold harmless
24 Defendant from any claim or liability for taxes, penalties, or interest owed by the Named
25 Plaintiffs as a result of this payment. The Incentive Award shall be in addition to the
26 Named Plaintiffs' Settlement Shares.

27 2. Class Counsel. Defendant agrees not to oppose or impede any application
28 or motion by Class Counsel for attorneys' fees not to exceed one-third (33.33%) of the

1 Total Settlement Amount (i.e., \$1,583,333.33) and actual litigation costs. The aggregate
2 attorneys' fees and costs awarded by the Court shall be the "Fees and Costs Award." If
3 Class Counsel's request for attorneys' fees in the amount of one-third (33.33%) of the
4 Total Settlement Amount is not approved and/or is reduced by the Court, any amount not
5 approved and/or reduced by the Court shall be included in the Net Settlement Fund. If
6 Class Counsel's request for actual litigation costs is not approved and/or is reduced by
7 the Court, any amount not approved and/or reduced by the Court shall be included in the
8 Net Settlement Fund. Class Counsel shall be solely and legally responsible to pay
9 applicable taxes on the payment made pursuant to this Paragraph. Class Counsel further
10 agrees that Class Counsel shall be solely responsible for any allocation of the Fees and
11 Costs Award as between or among attorneys who have claims for such fees. Forms 1099
12 shall be provided to Class Counsel for the payments made pursuant to this Paragraph.

13 3. Payment to LWDA/PAGA Penalties. Pursuant to Labor Code Section
14 2699(i), 75% of the PAGA Payment shall be remitted to the LWDA. The 25% portion
15 of the PAGA Payment that shall be paid to the PAGA Group Members. If it should later
16 be determined by the Court that an additional amount is needed to effectuate a full and
17 complete release of all California Labor Code Private Attorneys General Act claims,
18 Labor Code Section 2698 *et seq.*, that amount shall be deducted from the Total Settlement
19 Amount. The Parties agree that the payment of \$200,000 from the Total Settlement
20 Amount to the LWDA to settle these claims is appropriate and proper consideration.

21 4. Settlement Administrator. The Settlement Administrator shall be paid for
22 the costs of administration of the settlement from the Settlement Fund. The estimate of
23 such costs of administration for the disbursement of the Total Settlement Amount is not
24 to exceed \$43,250.00. This estimate includes all tasks required of the Settlement
25 Administrator by this Agreement including the issuance of the Notice, the required tax
26 reporting on the settlement amounts, the issuance of checks, including the issuing of 1099
27 forms, and the handling of Class Member questions and disputes. Sixteen (16) court days
28 prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court

1 and all counsel for the Parties with a statement detailing the final costs of administration
2 and a list of all Settlement Class Members who opted out. The Parties agree to cooperate
3 in the settlement administration process and to make all reasonable efforts to control and
4 minimize the costs and expenses incurred in the administration of the Settlement.

5 5. Class Members. The Settlement Shares shall be managed and
6 administered as follows:

7 (a) Defendant shall provide, within thirty (30) calendar days after
8 Preliminary Approval, the Settlement Administrator with the Database Report.

9 (b) Within fifteen (15) calendar days of receiving the Database
10 Report, the Settlement Administrator shall mail the Notice to each Class Member
11 in accordance with Paragraph (III)(G)(4)(a).

12 (1) Using the Class Data, the Settlement Administrator shall
13 calculate the minimum amount each Class Member will receive based on
14 their individual Qualifying Workweeks, the Net Settlement Amount will
15 be divided by the total number of Qualifying Workweeks by all Class
16 Members during the Class Period and then allocated on a pro rata basis.
17 Qualifying Workweeks will be rounded up to the next whole integer. Each
18 Class Member's approximate Individual Settlement Payment amount will
19 be included in his or her Notice Packet. After final approval by the Court,
20 the Net Settlement Amount will be dispersed to Settlement Class
21 Members (those who did not exclude themselves) on a pro rata basis based
22 on the individual Qualifying Workweeks worked during the Class Period
23 by each Settlement Class Member. Each Individual Settlement Award
24 will be reduced by any legally mandated employee tax withholdings (e.g.,
25 employee payroll taxes, etc.). Individual Settlement Awards for all
26 Excluded Class Members will be distributed to the *cy pres* designated in
27 section III.(J)(6)(f), below. The PAGA Payment to be distributed to
28 PAGA Group Members shall be divided between all PAGA Group

1 Members in proportion to the number of workweeks that each PAGA
2 Group Member worked during the PAGA Period. To calculate the
3 minimum amount each PAGA Group Member will receive based on their
4 individual workweeks, 25% of the PAGA Payment (or \$50,000) will be
5 divided by the total number of workweeks by all PAGA Group Members
6 during the PAGA Period and then allocated on a pro rata basis.
7 Workweeks will be rounded up to the next whole integer. Each PAGA
8 Group Member's approximate Individual PAGA Settlement Payment
9 amount will be included in his or her Notice Packet. After final approval
10 by the Court, the Individual PAGA Settlement Payments will be dispersed
11 to all PAGA Group Members on a pro rata basis based on the number of
12 workweeks worked during the PAGA Period by each PAGA Group
13 Member.

14 (2) Class Members will have the opportunity to dispute the
15 information provided in their Notice Packets. To the extent Class
16 Members dispute the, the number of Qualifying Workweeks in the PAGA
17 Period, or the amount of their individual settlement payment, Class
18 Members may produce evidence to the Settlement Administrator showing
19 such information as inaccurate. Class Members must notify the Settlement
20 Administrator of the dispute and submit documentation to support their
21 dispute (such as, without limitation, offer letters, payroll or time keeping
22 records, paycheck stubs) prior to the Objection/Exclusion Deadline.
23 Moreover, an individual can only dispute his/her Qualifying Workweeks
24 if he/she does not exclude himself/herself from the Settlement. If there is
25 a dispute, the Settlement Administrator will consult with the Parties to
26 determine whether an adjustment is warranted. The Parties shall engage
27 in a good faith effort to reach an agreement as to whether an adjustment
28 for the Class Member is warranted and, if the Parties are unable to reach

1 an agreement, they shall submit the dispute to the Court for determination
2 on an expedited basis, through the submission of letter briefs of no more
3 than three pages.

4 (3) All Class Members who do not timely request exclusion
5 from the Settlement will automatically receive payment under this
6 Settlement. All PAGA Group Members will automatically receive their
7 Individual PAGA Settlement Payments. Payment will be in the form of
8 Settlement Share checks.

9 (c) The Settlement Administrator, on Defendant's and Class
10 Counsels' collective behalf, shall have the authority and obligation to make
11 payments, credits and disbursements, including payments and disbursements in
12 the manner set forth herein, to Class Members calculated in accordance with the
13 methodology set out in this Agreement and orders of the Court.

14 (d) No person shall have any claim against Defendant, Defendant's
15 Counsel, the Named Plaintiffs, the Class, or Class Counsel based on any errors or
16 omissions in the distributions and payments that are required to be made in
17 accordance with the terms of this Agreement.

18 I. Settlement Administration.

19 1. The Parties agree to cooperate in the settlement administration process
20 and to make all reasonable efforts to control and minimize the costs and expenses
21 incurred in administration of the Settlement.

22 2. The Settlement Administrator shall be responsible for:

23 (a) Preparing, printing and disseminating to Class Members the Class
24 Notice;

25 (b) Promptly furnishing to Class counsel and Defense Counsel copies
26 of any requests for exclusion, objections or other written or electronic
27 communications from Class Members which the Settlement Administrator
28 receives;

1 (c) Determining and distributing the Settlement Share to each Final
2 Settlement Class Member;

3 (d) Keeping track of requests for exclusion;

4 (e) Preparing and mailing, in accordance with this Agreement and
5 Order of the Court, Class Counsel's attorneys' fees and costs, the Plaintiffs'
6 Incentive Awards, and Settlement Shares to Final Settlement Class Members and
7 PAGA Group Members;

8 (f) Ascertaining current address and addressee information for each
9 Class Notice returned as undeliverable and re-mailing the Class Notice where
10 appropriate;

11 (g) Performing all tax reporting duties required by federal, state,
12 and/or local law pertaining to the Settlement Administrator's duties (e.g., 1099's,
13 W-2s, etc.);

14 (h) Apprising Class Counsel and Defense Counsel of the activities of
15 the Settlement Administrator;

16 (i) Maintaining adequate records of its activities, including the dates
17 of each mailing of Class Notices, returned mail and other communications and
18 attempted written or electronic communications with Class Members;

19 (j) Confirming with Class Counsel and Defense Counsel, in writing,
20 its completion of the administration of the Settlement;

21 (k) Preparing a final report summarizing the number of requests for
22 exclusion returned during the Response Period, a list of the names of all
23 exclusions returned during the Response Period, as well as any objections
24 received by the Settlement Administrator;

25 (l) Resolving disputes during the settlement administration process in
26 the manner provided under section III.I.(3), below;

27 (m) Making payment to the LWDA for the approved PAGA payment;
28 and

1 (n) Such other tasks as the Parties mutually agree.
2

3 3. Dispute Resolution. The Settlement Administrator will have the initial
4 responsibility for resolving all disputes that arise during the settlement administration
5 process, including, without limitation, disputes regarding whether an employee is entitled
6 to a Settlement Share and, if so, to what extent. In resolving such disputes, Defendant's
7 employment records shall be presumed to be accurate and correct, and shall be final and
8 binding, unless the information submitted by the Settlement Class Member (e.g., time
9 records, paystubs, employment records, termination notice, final pay information, etc.)
10 proves otherwise. In the event the Settlement Administrator cannot resolve a dispute
11 based on a review of the available information, the Settlement Administrator will request
12 a conference call between the Settlement Administrator, Class Counsel, and Defense
13 Counsel to discuss and resolve the dispute. After such call, the Parties shall engage in a
14 good faith effort to reach an agreement and, if the Parties are unable to reach an
15 agreement, the issue shall be submitted to the Court for determination on an expedited
16 basis, through the submission of letter briefs of no more than three pages.

17 4. Any tax return filing required by this Agreement shall be made by the
18 Settlement Administrator. Any expenses incurred in connection with such filing shall be
19 a cost of administration of the Settlement.

20 J. Notice/Approval of Settlement and Settlement Implementation. As part of this
21 Settlement, the Parties agree to the following procedures for obtaining preliminary Superior
22 Court approval of the Settlement, certifying a Settlement Class, notifying Class Members,
23 obtaining final Superior Court approval of the Settlement, and processing the Settlement Shares:

24 1. Preliminary Settlement Hearing. Named Plaintiffs shall request a hearing
25 before the Superior Court to request preliminary approval of the Settlement and to request
26 the entry of the Preliminary Approval Order for certification of the Class for settlement
27 purposes only. In conjunction with this hearing, Named Plaintiffs will submit this
28 Agreement, which sets forth the terms of this Settlement, and will include proposed forms

1 of all notices and other documents as attached hereto necessary to implement the
2 Settlement. Named Plaintiffs shall promptly set a date for the motion for preliminary
3 approval.

4 2. Conditional Certification of Settlement Class. Simultaneous with the
5 filing of the Stipulation of Settlement and solely for purposes of this Settlement, Named
6 Plaintiffs will request that the Court enter an order preliminarily approving the proposed
7 Settlement, certifying the Class and the Class Period for settlement purposes only and
8 setting a date for a Final Approval Hearing. The Order shall be in a form to be agreed
9 upon by the Parties prior to the hearing on the Motion for Preliminary Approval and
10 provide for Notice of the Settlement and related matters to be sent to Class Members as
11 specified herein.

12 3. Statement of Non-Opposition. Defendant shall file a statement of non-
13 opposition to the motion for preliminary approval.

14 4. Notice to Class Members. Defendant shall provide the Settlement
15 Administrator and Class Counsel with the Database Report within thirty calendar days
16 after the Preliminary Approval Order. Notice of the Settlement shall be provided to Class
17 Members, and Class Members shall submit objections to the Settlement and/or requests
18 for exclusion from the Class, using the following procedures:

19 (a) Notice By First-Class Mail. Within fifteen (15) calendar days after
20 receiving the Database Report from Defendant, the Settlement Administrator
21 shall send a copy of the Notice to all Class Members via First Class regular U.S.
22 mail. Prior to mailing, the Settlement Administrator shall check all addresses on
23 the Database Report against the National Change of Address (NCOA) database.
24 Additionally, the Settlement Administrator shall undertake reasonable address
25 verification using Accurint, or a substantially similar skip tracing, to ascertain the
26 accuracy of the last known address of each Class Member. To the extent these
27 processes yield an updated or better address, that updated address shall replace
28 the last known address and be treated as the new last known address for purposes

1 of this Settlement Agreement.

2 (b) Procedure For Undeliverable Notices. Any Notices returned to the
3 Settlement Administrator as non-delivered within twenty-one (21) calendar days
4 shall be sent to the forwarding address affixed thereto. If no forwarding address
5 is provided, then the Settlement Administrator shall promptly attempt to
6 determine a correct address using a single skip trace, computer or other search
7 using the name, address and/or Social Security number of the individual involved,
8 and shall then perform a single re-mailing. The deadline for Class Members who
9 receive a re-mailed Notice to object to the Class Action Settlement or request an
10 exclusion from the Class Action Settlement is twenty-one (21) days from the date
11 of re-mailing or forty-five (45) days from the original mailing, whichever is later.
12 In the event the procedures in this Paragraph are followed and the intended
13 recipient of a Notice still does not receive the Notice, the intended recipient shall
14 be a Class Member and will be bound by all terms of the Settlement and any Final
15 Approval Order entered by the Superior Court if the Settlement is approved by
16 the Superior Court.

17 5. Procedure for Funding of Settlement.

18 (a) Defendant shall fund the Settlement within thirty (30) days of the
19 Effective Date.

20 (b) The Settlement Administrator shall notify Defense Counsel and
21 Class Counsel within five (5) calendar days in the event that Defendant fails to
22 fund the Settlement timely. If Defendant does not make the required payment
23 within ten (10) calendar days of the notification from the Settlement
24 Administrator, Named Plaintiffs and Class Counsel shall be entitled to enter
25 judgment against Defendant, on an *ex parte* basis, for the balance of the unpaid
26 Settlement Amount to date, and Plaintiffs will be entitled to recover interest at
27 ten percent (10%) per year from the due date for such payment and reasonable
28 attorneys' fees and costs.

1 6. Procedure for Payment of Settlement Shares.

2 (a) Distributions for Fees and Costs Award and Incentive Awards
3 shall occur no later than fifteen (15) calendar days after funding.

4 (b) Distributions of funds and Settlement Shares to Settlement Class
5 Members and PAGA Group Members shall occur no later than fifteen (15)
6 calendar days after funding.

7 (c) 75% of the PAGA Payment shall be remitted to the LWDA no
8 later than twenty-five (25) calendar days after funding.

9 (d) To ensure that they receive their Settlement Share checks for each
10 distribution, Class Members must notify the Settlement Administrator if they
11 change their mailing address.

12 (e) Settlement Class Members and PAGA Group Members shall have
13 one hundred and eighty (180) calendar days from when the Settlement Share
14 check is mailed by the Settlement Administrator to cash the Settlement Share
15 check. For good cause, the Parties are permitted to allow the late negotiation of
16 the uncashed Settlement Share check of any Settlement Class Member, up until
17 the time of disbursement to the *cy pres*, and subject to approval by the Court in
18 case of any disagreement between the Parties.

19 (f) Any amounts remaining from uncashed Settlement Share checks
20 following distribution to Settlement Class Member or the share of any portion
21 of any Excluded Class Members shall be paid to the *cy pres*, which is designated
22 as follows: Orange County Rescue Mission, 1 Hope Drive, Tustin, California
23 92782.

24 (g) Except for Excluded Class Members, all Settlement Class
25 Members will become eligible to receive Settlement Shares from Defendant,
26 distributed through the Settlement Administrator.

27 (h) Should any question arise regarding the determination of
28 eligibility for, or the amounts of, any Settlement Shares under the terms of this

1 Agreement, Class Counsel and Defendant's Counsel shall meet and confer in an
2 attempt to reach agreement. The Parties shall engage in a good faith effort to
3 reach an agreement and, if the Parties are unable to reach an agreement, the issue
4 shall be submitted to the Court for determination on an expedited basis, through
5 the submission of letter briefs of no more than three pages.

6 7. Procedure for Objecting to or Requesting Exclusion From Class Action
7 Settlement.

8 (a) Procedure for Objecting. The Notice shall provide that Class
9 Members who wish to object to the settlement must mail a written statement of
10 objection ("Notice of Objection") to the Settlement Administrator no later than
11 the Objection/Exclusion Deadline Date or if Class Members do not submit a
12 written objection they may also object to the settlement by appearing at the final
13 approval hearing. Only Settlement Class Members (i.e., not Excluded Class
14 Members) may submit objections and have the objections heard. The Notice of
15 Objection must state the basis for the objection. No later than fourteen (14)
16 calendar days before the Final Approval Hearing, the Settlement Administrator
17 shall provide counsel for the Parties with complete copies of all objections
18 received, including the postmark dates for each objection. Settlement Class
19 Members will have a right to appear at the Final Approval Hearing in order to
20 have their objections heard by the Court. At no time shall any of the Parties or
21 their counsel seek to solicit or otherwise encourage Class Members to submit
22 written objections to the settlement or to appeal from any order of the Court
23 approving the settlement. Class Counsel shall not represent any Class Member
24 with respect to any such objection.

25 (b) Procedure for Requesting Exclusion. The Notice shall provide that
26 Class Members who wish to exclude themselves from the Class and, in so doing,
27 become an Excluded Class Member, must submit a written request to be excluded
28 from the Class on or before the Objection/Exclusion Deadline Date. Such request

1 for exclusion: (1) must contain the name, address, telephone number and the last
2 four digits of the Social Security number of the person requesting exclusion; (2)
3 must be returned by mail to the Settlement Administrator at the specified address;
4 (3) and must be postmarked on or before the Objection/Exclusion Deadline Date.
5 The Notice Packet shall contain an Opt-Out Form substantially in the form
6 attached hereto as **Exhibit B**. The date of the postmark shall be the exclusive
7 means used to determine whether a request for exclusion has been timely
8 submitted. Any Class Member who requests an exclusion from the Class will not
9 be entitled to submit objections to the Settlement, will not be entitled to any
10 recovery under the Settlement, and will not be bound by the Settlement or have
11 any right to object, appeal or comment thereon. However, any Class Member who
12 is also a PAGA Group Member will still be bound by the Released PAGA Claims
13 and will still receive an Individual PAGA Settlement Payment regardless of
14 whether he or she submits a request for exclusion. Class Members who fail to
15 submit a valid and timely request for exclusion on or before the
16 Objection/Exclusion Deadline Date shall be Settlement Class Members and shall
17 be bound by all terms of the Settlement, if the Settlement is approved by the
18 Court. No later than twenty (20) calendar days before the Final Approval Hearing,
19 the Settlement Administrator shall provide counsel for the Parties with a complete
20 list of all Class Members who have timely requested exclusion from the
21 Settlement. At no time shall any of the Parties or their counsel seek to solicit or
22 otherwise encourage Class Members to submit requests for exclusion from the
23 Settlement.

24 8. Claims Deemed Waived. Any Class Member who does not request
25 exclusion as set forth above is deemed to have released those claims, including Released
26 Claims against Released Parties, as set forth herein.

27 9. Defendant's Option to Terminate Settlement. If the number of Class
28 Members who have submitted timely requests for exclusion from the Class exceed 5%

1 or more of the Class under this Settlement, then Defendant shall have, in its sole
2 discretion, the option to terminate this Settlement within five (5) court days prior to Final
3 Approval, provided the Settlement Administrator has provided Defendant the number
4 and percentage of valid and timely Requests for Exclusion. Furthermore, Defendant may,
5 but is not required to, make a motion or application for determination of good faith
6 settlement pursuant to California Code of Civil Procedure §877 and 877.6, which it will
7 set for hearing no later than thirty (30) days prior to Final Approval. If Defendant files a
8 motion or application for determination of good faith settlement pursuant to California
9 Code of Civil Procedure §877 and 877.6, and such motion or application is not granted
10 fourteen (14) days prior to Final Approval, Defendant shall have, in its sole discretion,
11 the option to terminate this Settlement within five (5) calendar days prior to Final
12 Approval. In the event that Defendant terminates the agreement pursuant to this
13 provision, then Defendant shall be solely responsible for payment of all costs incurred
14 by the Settlement Administrator through the date that Defendant notifies the Settlement
15 Administrator in writing (with a copy to Class Counsel) that it is exercising this Option.

16 10. Final Settlement Approval Hearing. Upon expiration of the Objection/
17 Exclusion Deadline Date, with the Court's permission, a Final Approval Hearing shall
18 be conducted to determine final approval of the Settlement along with the amount
19 properly payable for (i) reasonable attorneys' fees and costs, (ii) Incentive Awards, and
20 (iii) cost of administration. The Final Approval Hearing shall not be held earlier than
21 thirty (30) business days after the Objection/Exclusion Deadline Date. After entry of an
22 order finally approving the settlement, the Court shall have continuing jurisdiction over
23 the Parties solely for purposes of addressing: (i) the interpretation and enforcement of the
24 terms of the settlement, (ii) settlement administration matters and (iii) such other matters
25 as may be appropriate under court rules or as set forth in this Agreement.

26 11. Nullification of Settlement Agreement. Any Party may terminate the
27 Agreement if the Court declines to enter the Preliminary Approval Order (incidental or
28 minor changes to the Class, Allocations of the Total Settlement Amount or Class Notice

1 ordered by the Court are not grounds for termination), Final Approval order or Judgment
2 in substantially the form submitted by the Parties, or the Settlement as agreed does not
3 become final for any other reason. The terminating Party shall give written notices to
4 the other Party no later than ten (10) calendar days after the Court acts.

5 (a) The recovery of attorneys' fees and costs by Class Counsel and
6 the Incentive Awards to the Plaintiffs are terms of this Agreement, but the
7 allowance or disallowance or reduction by the Court of Fees and Costs and/or
8 Incentive Awards to Plaintiffs shall not be grounds for terminating this
9 Settlement.

10 (b) If five (5%) or more of the Settlement Class makes a valid request
11 to be excluded from the Class, Defendant will have the right, but not the
12 obligation, to void the Agreement. If Defendant exercises that right to void the
13 Agreement, then the Parties will have no further obligations under the Agreement,
14 including any obligation by Defendant to pay the Total Settlement Amount , or
15 any amounts that otherwise would have been owed under this Agreement, except
16 that Defendant will pay the Settlement Administrator's reasonable fees and
17 expenses incurred as of the date that Defendant exercises its right to void the
18 Agreement. Defendant will notify Class Counsel, in writing via USPS and email,
19 and the Court whether it is exercising its right to void the Agreement no later than
20 five (5) calendar days after the Settlement Administrator notifies the Parties of
21 the final total number of valid requests to be excluded.

22 12. Effect of Termination. Valid Termination shall have the following effects:

23 (a) The Settlement Agreement shall be terminated and shall have no
24 force or effect, and no Party shall be bound by any of its terms, except as
25 otherwise provided for herein;

26 (b) The Preliminary Approval Order, Final Approval Order and
27 Judgment, including any order of class certification, shall be vacated;

28 (c) The Settlement Agreement and all negotiations, statements and

proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the Settlement; and

(d) Neither this Settlement Agreement, nor filings in furtherance of the Settlement shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever.

13. Certification By Settlement Administrator. Upon completion of administration of the distributions, the Settlement Administrator shall provide written certification of such completion to the Court and counsel for all Parties.

K. Inadmissibility of Settlement Agreement/Denial of Liability. This Settlement Agreement is the result of a good-faith compromise of disputed claims, and neither it nor any statement or conduct in furtherance of the Settlement shall be offered or construed to be an admission or concession of any kind by any Party. In particular, but without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever by Defendant, who expressly denies any liability, wrongdoing, impropriety, responsibility, or fault whatsoever. In addition, and also without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission or evidence of the propriety or feasibility of certifying a class in the Actions or any other action for adversarial, rather than settlement purposes. The Parties further agree that if, for any reason, the Settlement is not approved, the certification will have no force or effect and will be immediately revoked.

L. Exhibit(s) and Headings. The terms of this Agreement include the terms set forth in any attached Exhibit(s), which are incorporated by this reference as though fully set forth herein. Any Exhibit(s) to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

M. Interim Stay of Proceedings. The Parties agree to hold all proceedings and deadlines in the Actions, except such proceedings necessary to implement and complete the

1 Settlement, in abeyance pending the Preliminary and Final Approval Hearings to be conducted
2 by the Superior Court. Said stay shall terminate if and when (1) the Court permanently denies
3 approval (preliminary or final) of the Settlement or, (2) the Court issues an Order terminating
4 the stay.

5 N. Amendment or Modification. This Agreement may be amended or modified only
6 by a written instrument signed by all Parties or their successors-in-interest.

7 O. Entire Agreement. This Agreement and any attached Exhibit(s) constitute the
8 entire agreement among these Parties with respect to their subject matter and supersede any and
9 all other prior agreements and negotiations leading up to the execution of this Settlement
10 Agreement. No oral or written representations, warranties or inducements have been made to
11 any Party concerning this Agreement or its Exhibit(s) other than the representations, warranties
12 and covenants contained and memorialized in such documents. Defendant shall not be required
13 as part of the Settlement to modify or eliminate any of its personnel, compensation or payroll
14 practices, or adopt any new personnel, compensation or payroll practices.

15 P. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
16 and represent they are expressly authorized by the Parties whom they represent to negotiate this
17 Agreement and to take all appropriate action required or permitted to be taken by such Parties
18 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
19 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
20 other and use their best efforts to effect the implementation of the Settlement. In the event the
21 Parties are unable to reach agreement on the form or content of any document needed to
22 implement the Settlement, or on any supplemental provisions that may become necessary to
23 effectuate the terms of this Settlement, the Parties may seek the assistance of the Superior Court
24 to resolve such disagreement. The persons signing this Agreement on behalf of Defendant
25 represent and warrant that they are authorized to sign this Agreement on behalf of Defendant.

26 Q. Binding on Successors and Assigns. This Agreement shall be binding upon, and
27 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

28 R. California Law Governs. All terms of this Agreement and the Exhibit(s) hereto

1 shall be governed by and interpreted according to the laws of the State of California.

2 S. Counterparts. This Agreement may be executed in one or more counterparts. All
3 executed counterparts and each of them shall be deemed to be one and the same instrument
4 provided that counsel for the Parties to this Agreement shall exchange among themselves
5 original signed counterparts.

6 T. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
7 Settlement is a fair, adequate and reasonable settlement of this Class Action and have arrived at
8 this Settlement after extensive arms-length negotiations, taking into account all relevant factors,
9 present and potential.

10 U. Retention of Jurisdiction of the Court. The Court shall retain jurisdiction pursuant
11 California Code of Civil Procedure § 664.6, with respect to the interpretation, implementation
12 and enforcement of the terms of this Agreement and all orders entered in connection therewith,
13 and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of
14 interpreting, implementing and enforcing the settlement embodied in this Agreement and all
15 orders entered in connection therewith.

16 V. Cooperation and Drafting. Each of the Parties has cooperated in the drafting and
17 preparation of this Agreement. Hence, in any construction made to this Agreement, the same
18 shall not be construed against any of the Parties.

19 W. Invalidity of Any Provision. Before declaring any provision of this Agreement
20 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possibly
21 consistent with applicable precedents so as to define all provisions of this Agreement valid and
22 enforceable.

23 X. Named Plaintiffs Waiver of Right to be Excluded and Object. The Named
24 Plaintiffs agree to sign this Agreement and by signing this Agreement is bound by the terms
25 herein stated and further agree not to request to be excluded from the Settlement Class and agree
26 not to object to any of the terms of this Agreement. Non-compliance by the Named Plaintiff with
27 this Paragraph shall be void and of no force or effect. Any such requests for exclusion or
28 objections shall therefore be void and of no force or effect.

1
2
3 Dated: _____, 2024

Plaintiff,
INSOOK ELLEN KIM

4
5 Dated: Jan 20, 2024, 2024

Yama Saidi
Yama Saidi (Jan 20, 2024 18:21 PST)

Plaintiff,
YAMA SAIDI

6
7
8 Dated: Jan 22, 2024, 2024

Jennifer Choi
Jennifer Choi (Jan 22, 2024 13:17 PST)

Plaintiff,
JENNIFER CHOI

9
10
11 Dated: _____, 2024

By: _____
For Defendant,
HOAG MEMORIAL HOSPITAL
PRESBYTERIAN

12
13
14 **APPROVED AS TO FORM:**

15
16
17 Date: January 22, 2024

AEGIS LAW FIRM, PC

18
19 By: 
Samuel A. Wong
Kashif Haque
Jessica L. Campbell
Attorneys for Plaintiffs
YAMA SAIDI and JENNIFER CHOI

20
21
22
23 Date: _____, 2024

QUINTILONE & ASSOCIATES

24
25 By: _____
Richard E. Quintilone II
Jeffrey T. Green
Attorneys for Plaintiff
INSOOK ELLEN KIM

26
27
28 Dated: _____, 2024

GODES & PREIS, LLP

1
2 Dated: 02/01/2024
3 _____, 2024



Plaintiff,
INSOOK ELLEN KIM

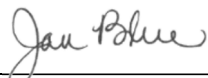
4
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6 Dated: _____, 2024

Plaintiff,
YAMA SAIDI

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9 Dated: _____, 2024

Plaintiff,
JENNIFER CHOI

10
11 Dated: January 18, 2024
12 _____, 2024



By: Jan Blue, SVP
For Defendant,
HOAG MEMORIAL HOSPITAL
PRESBYTERIAN

13
14 **APPROVED AS TO FORM:**

15
16
17 Date: _____, 2024

AEGIS LAW FIRM, PC

18 By: _____
19 Samuel A. Wong
20 Kashif Haque
21 Jessica L. Campbell
22 Attorneys for Plaintiffs
YAMA SAIDI and JENNIFER CHOI

23 Date: _____, 2024

QUINTILONE & ASSOCIATES

24 By: _____
25 Richard E. Quintilone II
26 Jeffrey T. Green
27 Attorneys for Plaintiff
INSOOK ELLEN KIM

28 Dated: January 22, 2024

GODES & PREIS, LLP

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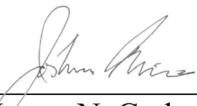
By: 
James N. Godes
Joshua R. Mino
Attorneys for Defendant
HOAG MEMORIAL HOSPITAL
PRESBYTERIAN

EXHIBIT A

THIS IS AN IMPORTANT COURT APPROVED NOTICE. READ CAREFULLY.

Insook Ellen Kim v. Hoag Memorial Hospital Presbyterian
Orange County Superior Court, Case No. 30-2021-01228182-CU-OE-CXC
Yama Saidi, et al. v. Hoag Memorial Hospital Presbyterian
Orange County Superior Court, Case No. 30-2021-01235263-CU-OE-CXC

If you worked for Hoag Memorial Hospital Presbyterian as a non-exempt employee, in California at any time from August 1, 2019, to December 4, 2023, the settlement of this class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in two class action lawsuits entitled *Insook Ellen Kim v. Hoag Memorial Hospital Presbyterian* and *Yama Saidi, et al. v. Hoag Memorial Hospital Presbyterian* (the “Lawsuit”). The purpose of this Notice is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the Settlement.
- The Court has preliminarily approved a class action settlement with Defendant Hoag Memorial Hospital Presbyterian (“Hoag” or “Defendant”), which will affect all non-exempt employees who worked for Hoag in California at any time from August 1, 2019, to December 4, 2023.
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
PARTICIPATE IN THE SETTLEMENT – <u>NO ACTION REQUIRED</u>	Stay in this Lawsuit. Receive a payment. Give up certain rights. By doing nothing, you become part of the Class and will be entitled to a settlement award as detailed below. But, you will not be able to bring your own lawsuit against Hoag for violations that relate to the claims brought in this Lawsuit.
OBJECT TO THE SETTLEMENT	Stay in this Lawsuit. Object. Receive a payment. Give up certain rights. If you object to the settlement, you will remain a member of the Class. If the Court approves the settlement, you will be entitled to collect a settlement award and be bound by the terms of the settlement in the same way as Class Members who do not object.
ASK TO BE EXCLUDED	Get out of this Lawsuit. Receive no payment from the class settlement. Keep your rights. If you ask to be excluded from the Settlement, you will not receive any payment from the settlement award. But, you keep your right to sue Hoag separately for the legal claims raised in this Lawsuit.

- **Regardless of the option you choose, you will not be retaliated against.**

- Your options are explained in this notice. To object to the settlement or to ask to be excluded, you must act before [REDACTED].
- **Any questions?** Read on or contact Class Counsel or the Settlement Administrator listed below.

BASIC INFORMATION

1. Why did I get this notice?

Hoag's records show that you worked for Hoag as a non-exempt employee in California at some point between August 1, 2019, and December 4, 2023.

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement may be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this Settlement. Judge Randall J. Sherman of the Superior Court of the State of California, County of Orange, is overseeing this lawsuit.

2. What is this lawsuit about?

In this Lawsuit, Plaintiffs Insook Ellen Kim, Yama Saidi, and Jennifer Choi ("Plaintiffs") claim that Hoag: (1) failed to pay minimum wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to permit rest breaks; (5) failed to reimburse business expenses; (6) failed to provide accurate itemized wage statements; (7) failed to pay all wages due upon separation of employment and within the required time; (8) violated California's Unfair Competition laws; and (9) that these violations entitle Plaintiffs to recover civil penalties on behalf of the State of California under Labor Code § 2698 et. seq ("PAGA").

Throughout the litigation, Hoag has denied—and continues to deny—the factual and legal allegations in the Lawsuit, and that the claims at issue can be brought as a class action. Hoag denies any wrongdoing and asserts that its conduct at all times complied with the law. However, Hoag has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the "Class Representative" sues on behalf of other people who may have similar claims. The people together are referred to as a "Class" or "Class Members." The person who is the Class Representative is also called the plaintiff. The company being sued is called the defendant. In class action litigation, a Court resolves the issues for everyone in the Class in one lawsuit, except for those people who choose to exclude themselves from the Class.

This class action also includes a "Private Attorneys General Act" ("PAGA") claim, where the Plaintiffs are attempting to recover civil penalties on behalf of the State of California. In a PAGA action, the State receives 75% of any recovered civil penalties, and the employees receive 25%. This Settlement will resolve all claims by the State for civil penalties arising from the claims made by Plaintiffs in the Lawsuit during the period of October 22, 2020 through December 4, 2023. ("PAGA Period").

4. Why is this Lawsuit a class action?

For settlement purposes, Plaintiffs and Hoag agreed that this case can proceed as a class action and have agreed to ask the Court to approve the class action Settlement. The Court has not ruled on the merits of the claims in the Lawsuit.

5. What are the terms of the proposed Settlement?

The major terms of the settlement are as follows:

1. Hoag has agreed to pay \$4,750,000.00 to settle the claims in this Lawsuit. This amount is also known as the “Gross Settlement Amount.”
2. Plaintiffs have agreed to release all of their claims in this this Lawsuit against Defendant.
3. Plaintiffs seek the following deductions from the \$4,750,000 Gross Settlement Amount:
 - a. Up to 33 1/3% of the Gross Settlement Amount (which is currently equal to \$ 1,583,333.33) for Class Counsel’s attorneys’ fees.
 - b. Up to \$60,000.00 for reimbursement of Class Counsel’s litigation costs.
 - c. An Incentive Award of up to \$10,000.00 to each of the Plaintiffs for filing the Lawsuit, performing work in connection with the Lawsuit, and the risks associated with filing the Lawsuit.
 - d. Up to \$43,250.00 to cover the costs of the Settlement Administrator.
 - e. A PAGA Settlement Amount of up to \$200,000 for the release of PAGA claims. The PAGA Settlement Amount shall be allocated 75% (or \$150,000.00) to the California Labor and Workforce Development Agency and 25% (or \$50,000.00) to the non-exempt employees that worked for Defendant in California at any time during the PAGA Period (“PAGA Group Members”).

After making the above requested deductions from the Gross Settlement Amount, the remaining funds will be referred to as the “Net Settlement Amount.” The Net Settlement Amount will be distributed to Class Members who do not opt-out according to the number of weeks they worked for Defendant in California during the Class Period.

PAGA Settlement Payments. 25% of the PAGA Settlement Amount (or \$50,000.00) (“PAGA Group Payment”) will be paid to PAGA Group Members based on the number of workweeks they work for Defendant in California during the PAGA Period. If you are a PAGA Group Member, you will receive a pro rata share of the PAGA Group Payment regardless of whether you opt-out of the class settlement.

Check Cashing Period. If a settlement check remains uncashed after 180 days from the date it is issued, the check will become void and the amount of the uncashed check will be sent to the designated charity: OC Rescue Mission.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The “Class” includes: All non-exempt employees who were employed by Hoag Memorial Hospital Presbyterian in California at any time from August 1, 2019 to December 4, 2023 (the “Class Period”).

7. I’m still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Phoenix Settlement Administrators, the “Settlement Administrator”, at the designated phone number for this matter at [REDACTED] or by calling or writing the lawyers representing the Class in this case (“Class Counsel”), at the phone number or address listed in Section 13.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Hoag, the total number of weeks you worked in California for Hoag as a non-exempt employee during the Class Period is [REDACTED]. The total number of weeks you worked in California for Hoag as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$ [REDACTED], less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$ [REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period and/or PAGA Period shown above is not correct, you may contact the Settlement Administrator indicating what you believe is correct no later than [REDACTED]. You should send any documents or other information that supports your belief that the number of weeks set forth above is incorrect. The Settlement Administrator will attempt to resolve any dispute based upon Hoag’s records and any information you provide. Any dispute not resolved by the Settlement Administrator will be resolved by the Court.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not exclude yourself from the Settlement, you will be deemed to have released Hoag Memorial Hospital Presbyterian, and each of its former or present parents, subsidiaries, affiliates, investors, partners, related organizations, joint ventures, corporations in common control, predecessors or successors, and all agents, employees, officers, directors, shareholders, trustees, members, managers, holding companies, insurers, advisors, and

attorneys, and any successors or assigns of any of the foregoing entities referred to in this Paragraph (collectively, “Released Parties”) from any and all claims, causes of action, debts, liabilities, demands, obligations, or damages of any kind, which have been or could have been asserted against Defendant arising out of all claims for wages, overtime pay, pay for all time allegedly worked but not compensated, and all other claims of any kind for wages, penalties, liquidated damages, premium pay, interest, costs and attorneys’ fees arising from the alleged violation of any provision of common law, California law and/or Federal law which were or could have been raised in the Actions based on the facts alleged in the Complaint, including, but not limited to, the following claims with respect to acts and omissions during the time period from August 1, 2019 to December 4, 2023, including: (a) failure to pay all wages owed, including minimum wages and overtime wages (Fair Labor Standards Act, Cal. Lab. Code §§ 510, 511, 1194, and applicable IWC Wage Orders); (b) failure to provide compliant meal and rest periods and failure to pay wage premiums for alleged meal and rest break violations (Cal. Lab. Code §§ 226.7, 512 and applicable IWC Wage Orders); (c) failure to furnish timely and accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 226.6, 1174, 1175 and applicable IWC Wage Orders); (d) failure to pay all wages at time of separation and any applicable waiting-time penalties (Cal. Lab. Code §§ 201, 202, 203 and applicable IWC Wage Orders); (e) failure to pay wages for off-the-clock work; (f) failure to provide one day’s rest in seven (Cal. Labor Code §§ 551 and 552 and applicable IWC Wage Orders); (g) failure to reimburse business expenses; (h) unfair business practices and/or unfair competition (Cal. Bus. & Prof. Code §§ 17200 et seq.); (i) any other claims or penalties under the wage and hour laws pleaded in the Complaints or that reasonably could have been pleaded based on the allegations contained in the Complaints; and (j) all damages, penalties, attorney fees, costs, interest and other amounts recoverable pursuant to (a)-(j) to the extent permissible under the California Labor Code, California Industrial Welfare Commission Orders, and the California Unfair Competition Law (collectively, “Released Claims”).

Additionally, if you are a PAGA Group Member, you will have released all claims for penalties arising during the PAGA Period that were or could have reasonably been alleged based upon the facts pleaded in the Actions and the PAGA notices that Named Plaintiffs provided to the LWDA. (collectively, “Released PAGA Claims”). You will release these Released PAGA Claims even if you opt-out of the class action settlement.

10. How do I object to the Settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, you must not opt-out). To object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. Your written objection must set forth the grounds for your objection and be signed and dated, along with any supporting documents. Any written objection must be mailed to the Settlement Administrator no later than [REDACTED]. You can also appear at the final approval hearing. The information for the hearing is included in Section 17 of this notice.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you will not receive any money or benefits from the class settlement. However, if you opt out, you may then be able to sue or continue to sue Hoag for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit except for the release by PAGA Group Members. Whether or not you

submit a Request for Exclusion, if you are a PAGA Group Member, you will still be entitled to your portion of the PAGA Group Payment.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need to complete the enclosed form requesting exclusion from the Class and mail it to the Settlement Administrator at the address in Section 16 below. The statement must be signed by you or your authorized representative and must be postmarked on or before [REDACTED]. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any class member who fails to submit a valid and timely request for exclusion will be bound by all terms of the Settlement and any final disposition entered in this Class Action if the Settlement is approved by the Court.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

Class Counsel:

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: kconnolly@aegislawfirm.com

Richard E. Quintilone, II
QUINTILONE & ASSOCIATES
22974 El Toro Road, Suite 100
Lake Forest, CA 92630
Telephone: (949) 458-9675
Facsimile: (949) 458-9679
Email: req@quintlawn.com

The Court has preliminarily decided that Aegis Law Firm, PC and Quintilone & Associates are qualified to represent you and all Class Members. The law firm’s attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers’ experience is available at www.aegislawfirm.com and www.quintlawn.com

14. How will the lawyers be paid?

As part of the Settlement, Class Counsel has requested 33 1/3% of the Gross Settlement Amount (currently \$1,583,333.33) in attorneys’ fees, plus costs not to exceed \$60,000.00, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel’s fees and costs from your Individual Settlement Payment.

15. How will the Plaintiff be paid?

As part of the Settlement, Class Counsel has requested an incentive award of up to \$10,000 to each of the Named Plaintiffs to be paid for their efforts in this matter, while serving as Class Representative and taking on the burden and risks of litigation.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

Phoenix Settlement Administrators

[address]

[address]

[Telephone]

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [REDACTED], at [REDACTED] in Department CX-105 of the Superior Court of California, County of Orange, located at 751 W. Santa Ana Blvd Santa Ana, California 92701. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that the hearing may be continued without further notice to the Class.

18. When will I get money after the hearing?

The Court will hold a hearing on [REDACTED], at [REDACTED], to decide whether to approve the Settlement. If the Court approves the Settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the Settlement and if you do not opt out, your individual payment set forth in Section 8 above is expected to be distributed after Hoag makes payment to the Settlement Administrator. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 13.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation, including copies of the Settlement Agreement, may be examined at any time during regular business hours at the office of the Clerk of the Superior Court of the State of California, for Orange, at the Orange County Superior Court, located at 751 W. Santa Ana Blvd Santa Ana, California 92701. You can also view the case records online at the court's website: <https://www.occourts.org/online-services/case-access/> Click "Civil Case & Document Access" then click "Accept Terms." Follow the instructions for submitting the Case Number: 30-2021-01228182-CU-OE-CXC. Then click "search" to view the case record.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Settlement Administrator at the address and/or telephone number listed in section 16 of this Notice. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF DEFENDANT'S MANAGERS, SUPERVISORS, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS ABOUT THIS NOTICE.

EXHIBIT B

Insook Ellen Kim v. Hoag Memorial Hospital Presbyterian
Orange County Superior Court, Case No. 30-2021-01228182-CU-OE-CXC
Yama Saidi, et al. v. Hoag Memorial Hospital Presbyterian
Orange County Superior Court, Case No. 30-2021-01235263-CU-OE-CXC

OPT-OUT FORM

MAIL OR FAX TO:

c/o [Administrator]
P.O. Box *****
***** CA *****
Fax: (***) ***-*****

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS. IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, YOU **WILL NOT** RECEIVE YOUR PAYMENT FROM THE CLASS SETTLEMENT. IF YOU ARE A PAGA GROUP MEMBER, YOU WILL STILL RECEIVE YOUR INDIVIDUAL PAGA SETTLEMENT AMOUNT AND BE BOUND BY THE PAGA RELEASE.

I, _____, request to be excluded from the Settlement Class in the matters of *Insook Ellen Kim v. Hoag Memorial Hospital Presbyterian* and *Yama Saidi, et al. v. Hoag Memorial Hospital Presbyterian*. I understand that, by submitting this Opt-Out Form, I will no longer be eligible for a payment from the class settlement. However, if I am a PAGA Group Member, then I understand that I will still receive a portion of the PAGA Group Payment.

Sign your name here

Date

Print your name here

IF YOU WISH TO BE EXCLUDED FROM THE SETTLEMENT AND NOT RECEIVE A PAYMENT (EXCEPT THE INDIVIDUAL PAGA SETTLEMENT AMOUNT, IF ELIGIBLE), YOU MUST MAIL THIS OPT-OUT FORM BY **[DATE]** TO THE FOLLOWING ADDRESS:

c/o [Administrator]
P.O. Box *****
***** CA *****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]