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and on behalf of all others similarly situated***[Additional counsel listed on following page]*****SUPERIOR COURT OF THE STATE OF CALIFORNIA****FOR THE COUNTY OF LOS ANGELES**CHAFEN SUTTLE, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

CHILDREN'S HOSPITAL LOS ANGELES, a
California corporation; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 19STCV46960

*Assigned for all purposes to:
Hon. Yvette M. Palazuelos, Dept. 9***JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

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and on behalf of all others similarly situated.

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INTRODUCTION

Plaintiff Chafen Suttle (“Named Plaintiff”) and defendant Children’s Hospital Los Angeles (“Defendant”), hereby submit this Joint Stipulation for Class Action Settlement (“Stipulation” or “Agreement”) to the Court for its consideration. It is filed in conjunction with Plaintiff’s Motion for Preliminary Approval of Class Action Settlement which Defendant does not oppose. Named Plaintiff’s class action is premised on claims that Defendant failed to pay minimum wages; failed to pay overtime wages; failed to pay all wages; failed to provide meal periods; failed to permit rest breaks; failed to provide accurate itemized wage statements; failed to pay all wages due upon separation of employment; failed to pay wages within the required time; failed to reimburse necessary business expenses; failed to keep accurate payroll records; violations of Business and Professions Code §§ 17200, et seq.; and enforcement of Labor Code § 2698 et. seq.(“PAGA”). Named Plaintiff’s representative action seeks penalties under the Labor Code and the Private Attorneys General Act.

STIPULATION AND SETTLEMENT AGREEMENT

OF CLASS ACTION CLAIMS

This Stipulation is made by the Named Plaintiff on behalf of himself and each member of the “Class” as defined herein, on the one hand, and Defendant, on the other hand, in the above-captioned action (“Class Action” or “Action”) pending in the Superior Court for the State of California, County of Los Angeles, and subject to the approval of the Court. The Class Plaintiffs comprise all potential class plaintiffs as alleged in the Complaint (“Complaint”) who worked for Defendant at any time during the Claims Period, as defined herein, and who do not properly elect to exclude themselves from the terms of this Agreement.

I. Class Certification.

Solely for purposes of this Settlement, Named Plaintiff and Defendant (the “Parties”) stipulate and agree to settle the Action as a class action. The Parties stipulate and agree to the certification of the Class Action for purposes of this Settlement only. Should for whatever reason the Settlement not become final, the fact that the Parties were willing to stipulate to class

1 certification as part of the Settlement shall have no bearing on, and shall not be admissible in
2 connection with, the issue of whether a class should be certified in a non-settlement context in this
3 Action and shall have no bearing on, and shall not be admissible in connection with, the issue of
4 whether a class should be certified in any other lawsuit. Defendant expressly reserves its right to
5 oppose class certification should this Settlement not become final.

6 **II. Procedural History.**

7 Named Plaintiff filed his original complaint as a putative class action against Defendant on
8 behalf of himself and all similarly situated employees of Defendant. The original complaint was
9 originally filed on December 31, 2019. On March 27, 2020, Named Plaintiff filed a First
10 Amended Complaint alleging additional claims as a representative action under the Private
11 Attorneys General Act, Cal. Labor Code § 2698, et seq. (“PAGA”). On February 12, 2021,
12 Named Plaintiff filed the Second Amended Complaint per order of the Court. The SAC is the
13 operative Complaint and the matter is at issue.

14 **III. Investigation in the Action.**

15 The Parties have conducted significant informal discovery and investigation of the facts
16 and law during the fourteen month period of time in which the parties have litigated this Action.
17 Such informal discovery and investigation has included, *inter alia*, the exchange of hundreds of
18 pages of documents and policies as well as a significant sample size of payroll records and
19 timekeeping data used by Named Plaintiff and Class Counsel to determine potential violations of
20 California wage and hour law, if any, as well as the scope of damages in the event violations could
21 be proven. Class Counsel has further investigated the applicable law as applied to the facts
22 discovered regarding the alleged claims, damages, and potential defenses thereto. In pertinent
23 part, the investigation has yielded the following: Named Plaintiff generally alleges that Class
24 Plaintiffs have suffered damages; that Defendant did not pay Class Plaintiffs all wages and
25 overtime premiums owed to them; that Defendant did not pay Class Plaintiffs all premium wages
26 for meal and rest period violations; that Defendant did not provide Class Plaintiffs with legally
27 compliant accurate itemized wage statements; that Defendant did not reimburse Class Plaintiffs for
28 all business expenses; that Defendant failed to pay wages to the Class Plaintiffs within the

1 required time; that Defendant failed to maintain employment records as required by law; that
2 Defendant owes wages, penalties, liquidated damages, waiting time penalties, interest, attorneys'
3 fees or other damages based on a failure to fully or timely compensate Class Plaintiffs for all hours
4 worked at any time on or before the last day of the Class Period while working for Defendant
5 (whether based on contract, the California Wage Orders, the California Labor Code, or any other
6 applicable law); that Defendant engaged in alleged unlawful, unfair and/or fraudulent business
7 practices under California and Business and Professions Code 17200 *et seq.*; that Defendant
8 violated the Labor Code Private Attorney General's Act of 2004 ("the PAGA Claim") and that
9 Class Plaintiffs were harmed by the conduct alleged in the Action. Thus, Named Plaintiff
10 demands various amounts for wages, penalties, interest, costs, attorneys' fees, and other damages,
11 on behalf of himself and all Class Plaintiffs.

12 Based upon a thorough review of the law and facts of this case, Defendant contends that
13 there is no basis for damages, attorneys' fees, liquidated damages, waiting time penalties, and/or
14 any other penalties to be assessed against it pursuant to California state law because Class
15 Plaintiffs were at all times properly paid all wages owed (including overtime) and were properly
16 provided all meal and rest periods as required under California law. As such, all amounts properly
17 owed to Class Plaintiffs were timely paid to them, and Defendant disputes that Class Plaintiffs are
18 owed any additional wages. Defendant denies that it failed to properly pay meal period or rest
19 period premium wages when required under applicable law, including the legal precedent of
20 *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). Defendant denies that it
21 failed to provide legally compliant accurate itemized wage statements; denies that it did not
22 maintain employment records as required by law; denies that it did not reimburse Class Plaintiffs
23 for business expenses; denies that it did not pay wages within the required time; denies that it did
24 not properly pay all wages to Class Plaintiffs upon their separation from their engagement with
25 Defendant, and denies that it owes or owed wages, penalties, interest, attorneys' fees or other
26 damages related only to the underlying PAGA claims during the Class Period. Nevertheless,
27 given the risks inherent in litigation and in the spirit of compromise, Defendant, Named Plaintiff
28 and Class Members hereby agree to compromise all claims and forego any and all claims for

1 liquidated damages and/or penalties against Defendant pursuant to applicable law, the California
2 Labor Code and California Wage Orders, and any other applicable law, in return for payments
3 made pursuant to this Stipulation.

4 **IV. Benefits of Settlement to Class Members.**

5 Named Plaintiff recognizes the expense and length of continued proceedings necessary to
6 continue the litigation against Defendant through trial and through any possible appeals. Named
7 Plaintiff has also taken into account the uncertainty and risk of denial of motion for class
8 certification and the uncertain outcomes resulting from further litigation, and the difficulties and
9 delays inherent in such litigation. Named Plaintiff is also aware of the burdens of proof necessary
10 to establish liability for the claims asserted in the Action, Defendant's defenses thereto, and the
11 difficulties in establishing damages for the Named Plaintiff and Class Members. Named Plaintiff
12 has also taken into account the settlement negotiations to date and a lengthy mediation
13 commencing on October 22, 2020 before David A. Rotman, a renowned expert mediator of class
14 actions, representative actions, and collective actions, especially those in the wage and hour arena
15 such as the Action, and the fact that the Settlement is the product of a mediator's proposal.
16 Moreover, the mediator's proposal was accepted by the Parties only after further efforts on behalf
17 of the mediator to convey facts and arguments from Defendant to the Named Plaintiff and vice
18 versa in an effort to maximize the likelihood that a mediator's proposal would be accepted by both
19 Parties (which it was). Based on the foregoing, Named Plaintiff has determined that the
20 Settlement set forth in this Agreement is a fair, adequate and reasonable settlement, and is in the
21 best interests of the Class Members.

22 **V. Defendant's Reasons for Settlement.**

23 Defendant has concluded that further defense of this litigation would be protracted and
24 expensive for all Parties. Substantial amounts of time, energy and resources of Defendant have
25 been and, unless this Settlement is made, will continue to be devoted to the defense of the claims
26 asserted by Named Plaintiff on behalf of himself and the putative class. Defendant has also
27 assessed the risk of a finding of liability against it and has taken into account the settlement
28

1 negotiations to date. Defendant has, therefore, agreed to settle in the manner and upon the terms
2 set forth in this Agreement to put to rest the Claims as set forth in the Action.

3 **VI. Defendant's Denials of Wrongdoing.**

4 Defendant has denied and continues to deny each of the claims and contentions alleged by
5 Named Plaintiff in the Action. Defendant has repeatedly asserted and continues to assert defenses
6 thereto and have expressly denied and continue to deny any wrongdoing or legal liability arising
7 out of any of the facts or conduct alleged in the Action. Defendant has also denied and continues
8 to deny, *inter alia*, that Named Plaintiff and the Class Members have suffered damages that
9 Defendant owes wages, penalties, liquidated damages, waiting time penalties, interest, attorneys'
10 fees or other damages of any kind (whether based on contract, the California Wage Orders, or the
11 wage and hour laws which would be applicable to any Class Member's employment with
12 Released Parties during the Class Period, or otherwise).

13 **VII. Class Claims.**

14 Named Plaintiff, on behalf of himself and all Class Plaintiffs, has claimed and continues to
15 claim that the Released Claims (as defined below) have merit and give rise to liability on the part
16 of Defendant. Neither this Agreement nor any documents referred to herein, nor any action taken
17 to carry out this Agreement, will be construed or used as an admission by or against any Party
18 (Defendant, Named Plaintiff, Class Plaintiffs, counsel, or Released Parties as defined below) as to
19 the merits or lack thereof of the claims asserted except as to the Released Claims of the Named
20 Plaintiff and Class Members.

21 NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among Named
22 Plaintiff, on behalf of himself and the Class Members on the one hand, and Defendant on the other
23 hand, and subject to the approval of the Court, that the Class Action is hereby being compromised
24 and settled pursuant to the terms and conditions set forth in this Agreement upon the Effective
25 Date (as defined below), subject to the recitals set forth herein above, which by this reference
26 become an integral part of this Agreement, and subject to the following terms and conditions:

1 **1. Definitions:**

2 (a) **“Class Plaintiffs”** is defined as each person who performed work for
3 Defendant in California and was paid at an hourly rate of pay during the Class Claims Period.
4 Class Plaintiffs comprise all putative class members as alleged in the Second Amended Complaint
5 (hereinafter referred to as “Complaint”). .

6 (b) **“Action” or “Class Action”** refers to the action entitled *Chafen Suttle, on*
7 *behalf of himself and all others similarly situated, Plaintiffs, vs. Children’s Hospital Los*
8 *Angeles, et al., Defendants* (the “Complaint”), Superior Court of the State of California, County of
9 Los Angeles, Case No. 19STCV46960, filed on December 31, 2019.

10 (c) **“Class Members”** comprise all Class Plaintiffs who do not affirmatively
11 opt out of and exclude themselves from the Action in a timely manner, as defined herein.

12 (d) **“Claims Period”** is defined as the period from December 31, 2015 through
13 August 2, 2021.

14 (e) **“Defendant”** means defendant Children’s Hospital Los Angeles.

15 (f) **The “Effective Date”** is defined as follows: If no objection to this
16 Settlement or to any of the terms and or conditions of the Stipulation are filed by a Class Member
17 or any intervenor to this action, the Effective Date shall occur on the day that the Court enters an
18 order of final approval of this settlement and enters judgment; however, if any objection to this
19 Settlement or to any of the terms and or conditions of the Stipulation is filed by any Class Member
20 or intervenor to the Action, the Effective Date shall occur upon the expiration of the time for the
21 filing any appeal of the order of final approval of this settlement and/or the judgment. If an appeal
22 is filed or any writ granted, then the Effective Date shall occur after the appeal has been dismissed
23 or the writ dissolved and when there is no further time to appeal the dismissal of the appeal or the
24 dissolution of the writ.

25 (g) **“Enhancement Award”** means the sum to be paid to the Named Plaintiff, as
26 an enhancement for his singular role in undertaking this Action, and for the risks and work
27 attendant to this role, which award shall be deducted from the “Settlement Fund.”

28 (h) **“Named Plaintiff”** means plaintiff Chafen Suttle.

1 (i) **“Payment Date”** means the date by which Class Members receive payment
2 of their individual Settlement Payments.

3 (j) **“Settlement Fund”** means Two Million Seven Hundred Thousand Dollars
4 and xx/00 (\$2,700,000.00), which is the maximum amount Defendant shall be required to pay
5 under this Agreement, and is inclusive of all attorneys’ fees, attorneys’ costs, incentive awards,
6 claims administration expenses, alleged damages, PAGA Claim amounts, and the employers’ share
7 of all state and federal payroll taxes such as FICA, FUTA, UI, ETT, and SDI (“Payroll Taxes”).

8 (k) **“Net Settlement Amount”** means the Settlement Fund, less all of the
9 following: (i) Named Plaintiff’s Enhancement Awards; (ii) Class Counsel’s attorneys’ fees; (iii)
10 Class Counsel’s litigation costs and expenses; (iv) all third party administrator’s expenses incurred
11 by ILYM Group, Inc. (the “Settlement Administrator”), the third party claims administrator selected
12 by the Parties; and (v) PAGA Claim penalties payable to the California Labor and Workforce
13 Development Agency (the “LWDA”). The total sum of the Net Settlement Amount plus the
14 Named Plaintiff Enhancement Award, Class Counsels’ attorneys’ fees and costs, the claims
15 administration expenses, and PAGA Claim payments payable to the LWDA.

16 (l) **“Objection/Exclusion/Dispute Deadline”** means no later than forty-five (45)
17 days after the original Notice is mailed to the Class Members or 14 days after remailing,
18 whichever is later.

19 (m) **“Settlement Payment(s)”** mean the individual amounts to be paid to Class
20 Members pursuant to the terms of this Settlement.

21 (n) **Complaint (“Complaint”)** means the Second Amended Complaint and all
22 Complaints filed with the Court in this Action.

23 2. **Full Investigation.** Plaintiff has fully investigated the factual and legal bases for
24 the causes of action asserted in the Class Action. Given the disagreement between the Parties as to
25 the viability of the claims raised by Plaintiff in the Class Action, the Parties believe the Settlement
26 provided for herein is a fair, adequate and reasonable settlement.

27 3. **Release As To All Settlement Class Members.** As of the date Defendant funds
28 the Settlement, the Class Members, including Named Plaintiff, release Defendant, its respective

1 affiliates, and each of their past or present officers, directors, members, shareholders, employees,
 2 agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and
 3 reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, joint
 4 ventures, parents and attorneys and each of their respective company-sponsored employee benefit
 5 plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees
 6 and agents (the “Released Parties”), from the “Released Claims” arising during the time period of
 7 December 31, 2015 through August 2, 2021. This release is subject to court approval. For
 8 purposes of this Agreement, the “Released Claims” are defined as:

9 (a) All claims, demands, rights, liabilities, and causes of action of every nature
 10 and description whatsoever, known or unknown, asserted or that were or could have reasonably
 11 been asserted from the allegations in the Action, whether for violation of any state or federal
 12 constitution, statute, rule, regulation, including the California Labor Code and the California Wage
 13 Orders, whether for economic damages, restitution, penalties, liquidated damages, or interest,
 14 arising out of, relating to, or pertaining to the following claims that Defendant:

15 (i) did not pay the Class Members all amounts owed for work
 16 performed by Class Members for Defendant;

17 (ii) failed to pay the Class Members all overtime amounts owed
 18 (including weekly overtime, daily overtime, and double time) for work performed by Class
 19 Members for Defendant;

20 (iii) failed to provide meal periods and rest breaks to the Class Members;

21 (iv) failed to pay or timely pay the Class Members for all hours worked;

22 (v) did not provide legally compliant accurate itemized wage
 23 statements;

24 (vi) did not properly pay all wages to the Class Members upon the Class
 25 Members’ separation from employment;

26 (vii) did not properly reimburse Class Members for business expenses;

27 (viii) did not timely pay wages owed to Class Members;
 28

(ix) owes or owes wages, penalties, interest, attorneys' fees or other damages arising pursuant to the California Private Attorneys General Act, Cal. Lab. Code Section 2698 et seq.

(b) All causes of action asserted in the Complaint, including any and all claims for alleged failure to pay wages or overtime to the Class Members while allegedly employed by Defendant, for alleged failure to provide unpaid meal periods and paid rest breaks to the Class Members, for alleged failure to provide itemized wage statements to the Class Members while employed by Defendant, for waiting time penalties, for the untimely payment of wages, for unreimbursed business expenses, for alleged PAGA penalties arising from the foregoing claims and, as related to the foregoing, for alleged unlawful, unfair and/or fraudulent business practices under California and Business and Professions Code sections 17200, et seq. for alleged wage and hour violations while employed by Defendant.

4. **Released Claims Extends to Certain Known and Unknown Claims.** Upon the date Defendant funds the Settlement, and except as to the right to enforce the terms and conditions of this Settlement Agreement, all Class Members, except those who have filed a timely request for exclusion, hereby fully release Defendant, from any and all Released Claims, as well as all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative of these claims, liquidated damages, and record-keeping violations, up to and including August 2, 2021. This Release shall include without limitation, claims that were raised, or that reasonably could have been raised based on the facts and allegations in the Action under the applicable regulations, Wage Orders and Labor Code sections alleged in the Complaint as well as claims under Business and Professions Code section 17200 et seq., as alleged in the Action, and/or Labor Code section 2698 et seq. based on alleged violations of these Labor Code

1 provisions. The Parties stipulate that beyond the Settlement Fund, Defendant shall not owe any
2 further monies to the Settlement Class or to the State of California based upon the claims made in
3 the Lawsuit. This release shall be effective from December 31, 2015 through August 2, 2021.
4 Released Claims include any unknown claims *but only to the extent that they relate to the subject*
5 *matter of the Released Claims* that the Class Members do not know or suspect to exist in their
6 favor at the time of the release, which, if known by them, might have affected their settlement
7 with, and release of, the Released Parties or might have affected their decision to object to this
8 Settlement. The Settlement Class Members may hereafter discover facts in addition to or different
9 from those they now know or believe to be true with respect to the subject matter of the Released
10 Claims, but upon the date Defendant funds the Settlement shall be deemed to have, and by
11 operation of the Final Judgment shall have, fully, finally, and forever settled and released any and
12 all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or
13 not contingent, which now exist, or heretofore have existed, upon any theory of law or equity now
14 existing, including, but not limited to, conduct that is negligent, intentional, with or without
15 malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or
16 existence of such different or additional facts.

17 5. **General Release By Named Plaintiff; 1542 Waiver by Named Plaintiff.** In
18 addition to the release made by the Class Members set forth in Paragraphs 3 and 4 hereof, Named
19 Plaintiff, in exchange for a separate settlement in connection with Named Plaintiff dismissing the
20 related case of *Chafen Suttle v. Children's Hospital Los Angeles, et al*, Los Angeles Superior
21 Court Case No. 20STCV04514 (the "Related Case"). The separate individual settlement is
22 attached hereto as Exhibit 2.

23 6. **Allocation of Settlement Funds.**

24 (a) Class Counsel intends to move the Court for an award of attorneys' fees
25 compensating Class Counsel for its representation of the Class Members in this matter in an
26 amount equal to thirty-three percent and one-third (33 1/3%) of the Settlement Fund, equal to Nine
27 Hundred Thousand dollars and 00/100 (\$900,000.00), the entire amount of which is to be deducted
28 from the Settlement Fund. The Named Plaintiff has consented in writing to the fee split between

1 Class Counsel. Class Counsel also intends to move the Court for an Order reimbursing actual
2 litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars
3 (\$25,000), claims administration fees and costs incurred by the Settlement Administrator, in an
4 amount not to exceed Thirty-Five Thousand Dollars (\$35,000), and an Enhancement Award in an
5 amount not to exceed a Ten Thousand Dollars. The attorneys' fees, litigation costs, claims
6 administration costs and Enhancement Awards are to be paid out of the Settlement Fund as
7 explained below and shall not be an additional cost to Defendant. Twenty Thousand Dollars
8 (\$20,000) of the Settlement Fund shall be allocated to the PAGA Claim pursuant to California
9 Labor Code sections 2698, et. seq. From the Twenty Thousand Dollars (\$20,000) attributed to the
10 PAGA Claim, 75% or \$15,000.00 shall be paid to the LWDA and 25% or \$5,000.00 shall be
11 distributed back into the Settlement Fund for the benefit of the Class Members.

12
13 (b) If the Court does not approve any of the awards as requested and described
14 above, then the difference not awarded shall be added to the Net Settlement Amount and
15 distributed between the Class Members on a pro rata basis based on a percentage of each individual
16 Class Member's Settlement Award.

17 (c) The Settlement Funds shall equal the amount available to pay all Settlement
18 Payments to the Class Members, Class Counsel's Fees Award; Class Counsel's litigation costs and
19 expenses; claims administration fees and costs; Enhancement Award to Named Plaintiff; and
20 PAGA Claim penalties.

21 6. **Allocation of Net Settlement Amount.** The amount remaining from the
22 Settlement Funds after the award of the attorneys' fees and costs, enhancement awards, claims
23 administration expenses and PAGA Claim penalties payable to the LWDA, shall be referred to as
24 the "Net Settlement Amount" from which all Class Members will receive a Settlement Payment.
25 There shall be no requirement that any Class Plaintiff submit a claim form to become a Class
26 Member. Class Plaintiffs who do not negotiate the settlement payment shall be subject to the full
27 release of claims as set forth in Paragraph 4 above. The Net Settlement Amount will be
28 distributed to Class Members. The Net Settlement Amount will be allocated to the Class for

1 distribution to the Class Members on a pro rata based on each Class Members' total earned
2 compensation during the Class Claims Period. Class Plaintiffs who opt out cannot be Class
3 Members and therefore will not receive a distribution. Class Plaintiffs who do not opt out in a
4 timely manner automatically become Class Members and need not submit a claim form in order to
5 receive a distribution from the Net Settlement Amount.

6 7. **Basis for Distribution.** Settlement payments will be made on a pro-rata basis to
7 all Class Members who do not opt out in a timely manner as described in Paragraph 7 above. The
8 Settlement amounts paid to the Class Members will be allocated between penalties (70%), interest
9 (10%), and wages (20%). Taxes will be withheld on any wage portions paid to Class Members.
10 The amount allocated as penalties and interest paid to each Class Member shall be paid without
11 deduction or offset to reflect payment of alleged interest, penalties, and other non-wage amounts,
12 although Defendant may issue an IRS Form 1099-Misc and/or IRS Form 1099-Int to reflect these
13 payments for penalties and interest, if required.

14 8. **Additional Distribution Details.**

15 (a) **Time for Distribution of the Settlement Payments.** Settlement Payments
16 shall be made on a one-time basis. Within thirty (30) calendar days after the
17 Effective Date, Defendant shall fund the Settlement Fund directly from its funds.
18 This amount shall be paid to the Settlement Administrator for proper distribution
19 under the terms of this Settlement within seven (7) business days from receipt. The
20 Parties agree that all Settlement Payments will be allocated as recommended by the
21 Settlement Administrator in conformance with applicable tax laws with IRS Forms
22 issued accordingly, as required by law. Class Members shall take full and complete
23 responsibility for any and all tax liability incurred by them resulting from sums paid
24 to them pursuant to this settlement and Agreement.

25 (b) **Opt-Outs.** Excluded from receiving a Settlement Payment under the terms
26 of this Agreement are all Class Plaintiffs who submit a valid and timely Request for Exclusion
27 from the class action settlement.
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1 (c) **Class Members Who Fail to Negotiate Settlement Payment.** It is
2 anticipated, but not certain, that one or more Class Members who receive the Settlement Payment
3 will fail to negotiate this payment within the one hundred and eighty (180) day negotiation period
4 described in Section 9(e) below. Such individuals will remain Class Members and the amount of
5 the Settlement Payment made to them will be treated as Unclaimed Funds as described in Section
6 8(d) below.

7 (d) **Disposition of Unclaimed Funds.** All unclaimed Settlement Payments shall
8 become null and void one hundred and eighty (180) days following the issuance date on the
9 settlement checks. The funds associated with any checks not properly or timely negotiated shall
10 be deposited with the State Controller of the State of California, pursuant to applicable law. They
11 shall not be remitted to the Department of Industrial Relations. Qualified Claimants who fail to
12 negotiate their check(s) within the specified time limit shall, like all Settling Class Members,
13 remain bound by the Settlement and its releases.

14 9. **Fees Award, Costs, and Enhancement Award.**

15 (a) Class Counsel shall petition the Court for an award of attorneys' fees ("Fees
16 Award") in an amount equal to thirty-three and one-third percent (33 1/3 %) of the
17 Settlement Fund, to be paid from the Settlement Fund. Defendant shall not, directly
18 or indirectly, oppose or contest this request. Class Counsel shall not be permitted to
19 apply to the Court for or accept any additional payments for fees or interest and the
20 Fees Award shall be for all claims for attorneys' fees past, present and future
21 incurred in the Action.

22 (b) Class Counsel shall petition the Court for an award of actual Costs
23 reimbursements, in an amount not to exceed \$25,000, to be paid from the Settlement Fund.
24 Defendant shall not, directly or indirectly, oppose or contest this request.

25 (c) Class Counsel may apply for an Enhancement Award in an amount not to
26 exceed a total amount of Ten Thousand Dollars allocated to the Named Plaintiff for his time and
27 effort spent pursuing the Action, and for the risks undertaken for fees and costs in the event of an
28 unsuccessful outcome in this Action. Defendant agrees not to oppose such an application, so long

1 as it is consistent with the provisions of this Agreement. The Enhancement Award shall be paid
2 out of the Settlement Funds and shall not constitute an additional expense for Defendant. In
3 addition to the Enhancement Awards, Named Plaintiff is eligible to receive a Settlement Payment.
4 The Enhancement Award will not be taxed as wages. For such award, Named Plaintiff will
5 receive an IRS 1099 Form.

6 10. **Time for Distribution.** Class Counsel's Fee Award and awarded costs, as well as
7 Named Plaintiff's Enhancement Award, shall be paid by Defendant from the Settlement Funds
8 and shall not constitute an additional expense for Defendant. The Enhancement Award and Class
9 Counsel's awarded Fees and Costs shall be paid to Class Counsel via the Settlement
10 Administrator, as set forth in Section 9(a) 9(b), and 9(c) above.

11 11. **Responsibilities of Defendant.** Within 30 calendar days after Preliminary
12 Approval, Defendant will provide the Settlement Administrator and with an electronic spreadsheet
13 containing the names, most current mailing addresses, social security numbers if available,
14 telephone numbers if available, and total income earned during the Class Claims Period for each
15 Class Plaintiff from Defendant's records. Before receipt of this data, the Settlement Administrator
16 will agree to execute and to abide by a Confidentiality Agreement to maintain this information as
17 confidential and not to disclose it to anyone or any person, including Named Plaintiff or his
18 counsel. In the event of a dispute as to the calculation of income earned for time worked,
19 Defendant will provide backup information to Class Counsel and the Settlement Administrator
20 regarding the dispute. Defendant will cooperate with the Settlement Administrator to locate Class
21 Plaintiffs whose original Notice packets have been returned to the Settlement Administrator as
22 undeliverable and if the Settlement Administrator has been unsuccessful in locating an updated
23 address by way of social security computer search or other means available to the Settlement
24 Administrator.

25 12. **Operation of the Settlement Fund.**

26 (a) Defendant represents that it currently maintains sufficient assets to pay all
27 claims, fees, costs, payments, enhancement awards, claims administration fees and
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1 expenses. Defendant shall pay amounts from the Settlement Fund as directed by the
2 Court and/or the Settlement Administrator.

3 (b) Defendant shall not be obligated to segregate the Settlement Funds from
4 their general funds and shall forward all amounts required to be paid to the Settlement
5 Administrator for distribution as indicated above.

6 (c) Payment of the individual Settlement Payments shall not be admissible as
7 evidence in any other proceeding nor shall it be deemed an admission of the validity of any part of
8 the Class Member's claims or of any liability on the part of Defendant.

9 (d) The Settlement Administrator, in conjunction with Defendant and Class
10 Counsel, will calculate the amounts to be paid to the Class Members in accordance
11 with the terms and provisions of this Agreement. Each individual Class Member's
12 payment shall be based upon a pro-rata comparison of each Class Member's total
13 earned wages for hours worked (which shall exclude payment for vacation, paid
14 time off, paid leave benefits, education pay, and all other non-working time) from
15 Defendant during the Class Claims Period.

16 (e). Class Plaintiffs who opt out cannot be Class Members and therefore will not
17 receive a distribution. Class Plaintiffs who do not opt out in a timely manner
18 automatically become Class Members and need not submit a claim form in order to
19 receive a distribution from the Net Settlement Amount.

20 (f) Class Counsel will be provided access to all calculations and all data
21 forming the basis for such determinations. The Court shall retain jurisdiction over
22 the correctness of such calculations and the amount of payment due, and the parties
23 shall submit any disagreements regarding these issues to the Court for
24 determination.

25 (g). The Settlement Administrator shall have the authority and obligation to
26 make payments and disbursements in the manner set forth herein, to Class Members
27 from the Settlement Fund calculated in accordance with the methodology set out in
28 this Agreement and orders of the Court and subject to verification by Class Counsel.

(h) No person shall have any claim against Defendant, Defendant's Counsel, Named Plaintiff, the Class, Class Members, Class Counsel or the Settlement Administrator based on distributions and payments made in accordance with this Agreement, once approved by the Court.

13. **No Injunctive Relief.** As part of this Settlement, Defendant shall not be required to enter into any consent decree, nor shall Defendant be required to agree to any provision for injunctive relief. Defendant shall not be required as part of the Settlement to modify or eliminate any of its personnel, compensation or payroll practices, or adopt any new personnel, compensation or payroll practices.

14. **Notice/Approval of Settlement and Settlement Implementation.** As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval of the Settlement, certifying an Class, notifying all Class Plaintiffs, obtaining final Court approval of the Settlement and processing the individual Settlement Payments.

(b) **Preliminary Settlement Approval.** Counsel for Named Plaintiff will file, concurrently herewith, a Motion For an Order of Preliminary Approval of the Settlement, certification of the Class for settlement purposes only and setting a date for Final Fairness Hearing to obtain final approval of the Settlement ("Preliminary Approval Order" or "Order"). In support of the Application for an Order of Preliminary Approval, the Parties will submit this Agreement, which sets forth the terms of this Settlement, and will include proposed forms of the class notice and other documents necessary to implement the Settlement. The proposed Order on Preliminary Approval shall provide for notice of the Settlement and related matters to be sent to Class Plaintiffs as specified herein.

15. **Notice to Class Plaintiffs.** Notice of the Settlement shall be provided to the Class Plaintiffs who may submit objections to the Settlement, and/or requests for exclusion from the Class, using the following procedures:

(b) **Settlement Administrator.** ILYM Group, Inc. (the "Settlement Administrator") shall be retained to serve as Settlement Administrator. Subject to Defendant's and Class Counsel's agreement to perform some or all of said tasks, as set forth in this Agreement,

1 the Settlement Administrator shall be responsible for preparing, printing and mailing the Notice of
2 Pendency of Class Action Settlement (“Notice”) (in the form substantially similar to Exhibit 1
3 attached hereto), as directed by the Court to all Class Plaintiffs; determining the amount of all
4 payments to Class Members, along with the amount of all payroll tax deductions to be withheld, if
5 any; monitoring the opt-outs and objections to the Settlement; advising Class Counsel and Counsel
6 for Defendant on a bi-weekly basis of the status; drafting and mailing Settlement Payment checks
7 to Class Members; addressing questions from Class Members regarding the Settlement; and for
8 such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
9 perform. The Parties each represent they do not have any financial interest in Settlement
10 Administrator or otherwise have a relationship with Settlement Administrator that could create a
11 conflict of interest. Defendant shall also be responsible for paying over to the Settlement
12 Administrator at such times as requested by the Settlement Administrator those amounts necessary
13 to enable the Settlement Administrator to pay Settlement Class Members, Class Counsel, Named
14 Plaintiff, LWDA, and the Settlement Administrator.

15 (c) **Notice By First-Class Mail.** Within fifteen (15) calendar days after receipt
16 of the Class List as provided herein, the Settlement Administrator shall send a Notice to all Class
17 Plaintiffs via First Class regular U.S. mail, using the most current mailing address information for
18 Class Plaintiffs as provided by Defendant to the Settlement Administrator from Defendant’s
19 records. Any Notices returned to the Settlement Administrator as non-delivered before the
20 Objection/Exclusion/Dispute Deadline specified above shall be sent to the forwarding address
21 affixed thereto. If no forwarding address is provided, then the Settlement Administrator shall
22 promptly attempt to determine a correct address using a single computer or other search using the
23 social security number of the individual involved (if available to Defendant) and shall re-mail the
24 Notice to the address that is located, if any. Defendant will cooperate with the Settlement
25 Administrator in efforts to locate Class Plaintiffs should the Settlement Administrator be unable to
26 obtain a better forwarding address.

27 16. **Procedure for Opting In, Objecting to or Requesting Exclusion from Class**
28 **Action Settlement.**

1 (a) **Procedure for Participating in the Class.** Class Plaintiffs who do not opt
2 out will automatically participate in the Class; Class Plaintiffs do not need to opt in
3 or return any claim form in order to participate in the Settlement.

4 (b) **Procedure for Objecting.** The Notice shall provide that Class Members
5 who wish to object to the Settlement can either appear at the final approval hearing to object or
6 mail to the Settlement Administration a written statement objecting to the Settlement and reasons
7 therefore or a written notice of intention to appear at the Final Approval hearing and object. Such
8 written statement must be mailed to the Settlement Administrator no later than the
9 “Objection/Exclusion/Dispute Deadline.

10 (c) **Procedure for Requesting Exclusion.** Class Plaintiffs who wish to exclude
11 themselves from the Class must submit a written statement requesting exclusion from the Class on
12 or before the Objection/Exclusion/Dispute Deadline, as provided on the Notice. Such written
13 request for exclusion must contain the name, address, telephone number and last four digits of the
14 Social Security number or tax identification number of the person requesting exclusion, must be
15 returned by mail to the Settlement Administrator at the specified address and must be postmarked
16 on or before the Objection/Exclusion/Dispute Deadline. The date of the postmark on the return
17 mailing envelope shall be the exclusive means used to determine whether a request for exclusion
18 has been timely submitted. Any Class Plaintiff who opts out of the Class will not be entitled to
19 any recovery under the Settlement, will not release any claims, and will have no right to object to
20 the Settlement or appeal from a final judgment approving the Settlement.

21 (d) Class Plaintiffs who fail to submit a valid and timely request for exclusion on
22 or before the Objection/Exclusion/Dispute Deadline shall be bound by all terms of the Settlement
23 and any Final Judgment entered in this Class Action if the Settlement is approved by the Court,
24 regardless of whether or not they have made an objection to the Settlement, with respect only to
25 their claims under California law. No later than twenty-one (21) court days before the Final
26 Approval Hearing, the Settlement Administrator shall provide Defendant’s Counsel and Class
27 Counsel with a complete list of all Class Plaintiffs who have timely requested exclusion from the
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1 Class, along with the number of participating Class Members, gross settlement amount paid to all
2 Class Members, and low, high, and average payment to participating Class Members.

3 (e) The Parties agree to use their best efforts to carry out the terms of this
4 Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise
5 encourage Class Members to submit written objections to the Settlement or requests for exclusion
6 from the Settlement Class, or appeal from the Court's Final Judgment. At its option, Defendant is
7 permitted to circulate and post memoranda on company letterhead encouraging and soliciting
8 Class Plaintiffs' participation to become a Class Member and share in the Settlement Fund. At its
9 option, Defendant may also verbally solicit participation from Class Plaintiffs and advise Class
10 Plaintiffs verbally and/or in writing that no person will be retaliated against for participating in the
11 Settlement Fund. Defendant shall not retaliate against any Class Plaintiff who participates in,
12 disputes shares, objects, or opts out of, this Settlement.

13 17. **Defendant's Option to Terminate Settlement.** If, after the
14 Objection/Exclusion/Dispute Deadline and before the Final Approval Hearing date, persons who
15 otherwise would be members of the Class have filed with the Court timely requests for exclusion
16 from the Settlement Class in accordance with Paragraph 16(c) above, and such persons total in
17 number greater than 5% of the Class Plaintiffs, Defendant shall have, in its sole discretion, the
18 option to terminate this Settlement. If Defendant chooses to exercise this option, Defendant shall
19 provide Class Counsel with written notice of the termination and file a notice thereof with the
20 Court at least ten court days following notification of the final number of opt outs by the
21 Settlement Administrator. If Defendant elects to terminate the Settlement, it must pay the
22 Settlement Administrator costs to date.

23 18. **Final Settlement Approval Hearing and Entry of Final Judgment.** The Final
24 Settlement Approval Hearing shall be conducted to determine final approval of the Settlement at
25 which time the Court will also hear motions addressing the amounts properly payable for (i) the
26 Class Counsel's attorneys' fee and litigation costs and expenses awards, and (ii) Named Plaintiff's
27 Enhancement Award. Upon final approval of the Settlement by the Court at or after the Final
28 Settlement Approval Hearing, the Parties shall present an Order Granting Final Approval and

1 Judgment. After entry of the Final Judgment, the Court shall have continuing jurisdiction
2 pursuant to California Code of Civil Procedure Section 664.6 solely for purposes of addressing: (i)
3 settlement administration matters and (ii) such post-Final Judgment matters as may be appropriate
4 under court rules or as set forth in this Agreement. After entry of Final Judgment, the Settlement
5 Administrator shall post the Final Judgment on its website and print the website on the settlement
6 checks sent to Class Members.

7 19. **Costs.** All of Defendant's own legal fees, costs and expenses incurred in this
8 Action shall be borne by Defendant. The Parties agree to cooperate in the Settlement
9 administration process and to make all reasonable efforts to control and minimize the costs and
10 expenses incurred in administration of the Settlement, noting that the cost of administering the
11 settlement shall be deducted from the Settlement Fund upon approval by the Court.

12 20. **Nullification of Settlement Agreement.** In the event: (i) the Court does not enter
13 the Order specified herein; (ii) the Court does not finally approve the Settlement and does not
14 enter a Final Judgment as provided herein which becomes final as a result of the occurrence of the
15 Effective Date; or (iii) the Settlement does not become final for any other reason, this Settlement
16 Agreement shall be null and void and any order or judgment entered by the Court, in furtherance
17 of this Settlement shall be treated as void *ab initio*. Should event (i), (ii), or (iii) above occur, the
18 Parties and any funds yet to be awarded under this Settlement shall be returned to their respective
19 statuses as of the date and time immediately prior to the execution of this Agreement, and the
20 Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except
21 that any fees already incurred by the Settlement Administrator shall be paid for by the Parties. All
22 other administration of the Settlement shall be stayed pending final resolution of the appeal or
23 other appellate review.

24 21. **Appraisal and Certification By Settlement Administrator.** The Settlement
25 Administrator shall keep Defendant, Defendant's counsel and Class Counsel apprised of all
26 distributions from the Settlement Fund (to the extent the Settlement Administrator is responsible
27 for any such distribution) and upon completion of administration of that portion of the Settlement,
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1 the Settlement Administrator shall provide written certification of such completion to the Court
2 and counsel for all Parties.

3 22. **Privacy of Documents and Information.** Named Plaintiff and his counsel agree
4 that none of the documents and information provided to them by Defendant as part of settlement
5 and approval thereof shall be used for any purpose other than in furtherance of the settlement of
6 this Class Action. Upon demand within 75 days after the Settlement Payment has been paid by
7 Defendant, Class Counsel and Named Plaintiff shall return or destroy to Defendant all materials
8 production by Defendant in their possession pertaining to this Action.

9 23. **No Admission By the Parties.** Defendant and the Released Parties deny any and
10 all claims alleged in this Class Action and deny all wrongdoing whatsoever. This Agreement is
11 not a concession or admission and shall not be used against Defendant or any of the Released
12 Parties as an admission or indication with respect to any claim of any fault, concession or
13 omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally
14 approved, neither the Settlement, nor any document, statement, proceeding or conduct related to
15 this Agreement, nor any reports or accounts thereof, shall in any event be:

16 (a) construed as, offered or admitted in evidence as, received as, or deemed to
17 be evidence for any purpose adverse to the Released Parties, including, but not
18 limited evidence of a presumption, concession, indication or admission by any of the
19 Released Parties of any liability, fault, wrongdoing, omission, concession or
20 damage; or

21 (b) disclosed, referred to or offered or received in evidence against any of the
22 Released Parties, in any further proceeding in the Class Action, or any other civil, criminal or
23 administrative action or proceeding except for purposes of settling this Class Action pursuant to
24 this Agreement.

25 24. **Exhibits and Headings.** The terms of this Agreement include the terms set forth
26 in the attached Exhibit 1, which is incorporated by this reference as though fully set forth herein.
27 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of
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1 any paragraphs or sections of this Agreement are inserted for convenience of reference only and
2 do not constitute a part of this Agreement.

3 25. **Interim Stay of Proceedings.** The Parties agree to stay all proceedings in the
4 Class Action, except such proceedings necessary to implement and complete the Settlement,
5 pending the Final Settlement Hearing to be conducted by the Court.

6 26. **Amendment or Modification.** This Agreement may be amended or modified only
7 by a written instrument signed by counsel for all Parties or their successors-in-interest.

8 27. **Entire Agreement.** This Agreement and any attached Exhibits constitute the
9 entire agreement among these Parties, and no oral or written representations, warranties or
10 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
11 representations, warranties and covenants contained and memorialized in such documents.

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

23 29. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and
24 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

25 30. **Counterparts.** This Agreement may be executed in one or more counterparts. All
26 executed counterparts and each of them shall be deemed to be one and the same instrument
27 provided that counsel for the Parties to this Agreement shall exchange among themselves original
28 signed counterparts.

1 31. **This Settlement is Fair, Adequate and Reasonable.** The Parties believe this
2 Settlement is a fair, adequate and reasonable settlement of this Class Action and have arrived at
3 this Settlement in arms-length negotiations, taking into account all relevant factors, present and
4 potential. This Settlement was reached after extensive negotiations, discovery, and a review of
5 portions of Defendant's business records, payroll records, timekeeping records, and employment
6 policies and as further described in the declarations of counsel submitted in support of Preliminary
7 Approval of Settlement.

8 32. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to
9 interpretation, implementation and enforcement of the terms of this Agreement and all orders and
10 judgments entered in connection therewith, and the parties and their counsel hereto submit to the
11 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement
12 embodied in this Agreement and all orders and judgments entered in connection therewith.

13 33. **Cooperation and Drafting.** Each of the parties has cooperated in the drafting and
14 preparation of this Agreement. Hence, in any construction made to this Agreement, same shall not
15 be construed against any of the parties.

16 34. **Invalidity of Any Provision.** Before declaring any provision of this Agreement
17 invalid, the Court shall first try to construe the provision as valid to the extent possible under the
18 law so as to render all provisions of this Agreement valid and enforceable.

19 35. **Limitation on Publicity.** Counsel for Named Plaintiff and the Class shall not
20 publicize this settlement in any way, nor shall they be permitted to contact or respond to any
21 requests from the press (including print, television, radio, internet, or any other media) regarding
22 this settlement, except to refer them to the Court's file for further information. Except for the
23 agreed-upon motions and notices and as otherwise stated in this Stipulation, the Parties shall not at
24 any time make any announcement of the settlement of this case or otherwise publicize such
25 settlement. Counsel for Named Plaintiff will keep strictly confidential all terms of the settlement
26 in this action, and will not disclose any information pertaining to the terms or conditions of this
27 Agreement or any other information concerning this settlement to any person or entity of any kind
28 whatsoever, unless specifically authorized to do so in the notice or compelled to do so by a state or

1 federal court having jurisdiction to so order. Class Counsel will be permitted to respond to
 2 questions from Class Members concerning the Settlement and this agreement. Class Counsel will
 3 also be permitted to list the case name, number, and claims in declarations to prove their adequacy
 4 as class counsel. Named Plaintiff shall not respond to any inquiries directed to them by Class
 5 Plaintiffs or any other person or entity. Named Plaintiff must refer all such inquiries to Class
 6 Counsel.

7 36. **Named Plaintiff's Waiver of Right to be Excluded and Object.** Named Plaintiff
 8 agrees to sign this Agreement and by signing this Agreement agrees that he is bound by the terms
 9 herein stated and further agree not to request to be excluded from the Settlement Class and agrees
 10 not to object to any of the terms of this Agreement. Non-compliance by Named Plaintiff with this
 11 paragraph shall be void and of no force or effect. Any such request for exclusion or objection
 12 shall therefore be void and of no force or effect.

13
 14 **IT IS SO STIPULATED, THROUGH ALL PARTIES AND COUNSEL OF RECORD.**

15
 16 Date: May 7, 2021

DocuSigned by:



17 Chafen Suttle, *Named Plaintiff*

18
 19
 20 Date: May 7, 2021

21 By: Children's Hospital Los Angeles, *Defendant*

22
 23 Dated: May 7, 2021

24 **AEGIS LAW FIRM, PC**

25
 26 By:



27 Samuel Wong
 28 Kashif Haque
 Jessica L. Campbell

JMBM
Jeffer Mangels
Butler & Mitchell LLP

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Fawn Bekam
Attorneys for Plaintiff CHAFEN
SUTTLE, individually, and on behalf of
all others similarly situated

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By:

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DATED: May 7, 2021

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