DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DAEMIAN MARTIN and ROGER JOHNSON, as individuals and on behalf of all others similarly situated, and as private attorneys general,

Plaintiff,

vs.

LOMA LINDA UNIVERSITY MEDICAL CENTER, a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVDS2017184

[Assigned to Hon. Nicole Quintana Winter]

DECLARATION OF SIMON L. YANG IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date:	June 30, 2025
Time:	9:00 a.m.
Department:	S29
Complaint Filed:	August 17, 2020
FAC Filed:	February 5, 2021

I, Simon L. Yang, declare as follows:

1. I am an attorney admitted to practice in the State of California and, with the law firm Diversity Law Group, P.C., am counsel of record for Plaintiffs. I make this declaration on the basis of my own personal knowledge, except as to those matters stated on information and belief and, as to those matters, I believe them to be true. If called as a witness, I could testify competently to the facts stated in this declaration.

2. On August 17, 2020, Plaintiff Daemian Martin filed the original complaint initiating the Action against Defendant, Loma Linda University Medical Center, on behalf of a putative class of current and former employees in the State of California. The Action pursued class action claims for Defendant's alleged underpayments of sick pay wages. On February 5, 2021, Plaintiff Roger Johnson joined Plaintiff Martin in filing a first amended complaint that also pursued representative Labor Code Private Attorneys General Act of 2004 ("PAGA") claims. Upon the initiation of the Action, Plaintiffs and Defendant met and conferred about the alleged claims. Defendant also provided Plaintiffs with information about various defenses, including those that disputed both the accuracy of Plaintiffs' factual allegations and the viability of the legal theories asserted. After Defendant filed a demurrer to the operative complaint, on May 18, 2021, the Court denied Defendant's demurrer.

3. Class Counsel continued investigating the alleged claims and also analyzed any defenses raised by Defendant. The Parties continued to exchange information and documentation pursuant to both informal methods and formal discovery to assist them in exploring the possibility of a mediated resolution. Defendant provided the relevant numbers of individuals and workweeks in which Plaintiffs alleged sick pay was underpaid, for example, among other things. Defendant's willingness to provide this information on a classwide basis enabled Plaintiffs to evaluate the full scope of Defendant's potential liability. Ultimately, the Parties agreed to schedule a mediation.

4. On December 6, 2022, the Parties attended mediation with Judge Brian C. Walsh. Despite the Parties' good-faith efforts, the Parties strongly disagreed about both the merits of the claims and the certifiability of the putative class, and the Parties were unable to come to an agreement to resolve the matter.

5. On January 5, 2024, the Court granted Plaintiffs' motion for class certification. On August 16, 2024, the Parties attended a mediation with David A. Rotman, an experienced mediator knowledgeable of both the wage and hour laws and class and representative action claims at issue in the Action. With the mediator's assistance and based upon a mediator's proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances—including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. The settlement terms were memorialized in the Joint Stipulation of Class Action and PAGA Settlement (the "Agreement"), a true and correct copy of which is attached as **Exhibit 1**.

6. The Agreement requires Defendant to pay $4,500,000.00—or approximately $618.90, on average, per Class Member.[1] As discussed below, this amounts to approximately 13.66% of Defendant's potential liability and is an excellent result for Class Members. To wit, Plaintiffs allege that Defendant underpaid sick pay wages to Class Members. With respect to Defendant's potential liability, Plaintiffs contend that such underpayments result in Section 203 penalties of up to 30 days wages.[2] Plaintiffs also contend that such underpayments result in a $100 penalty per pay period under Section 210. On the other hand, Defendant contests the merits and denies it is liable at all. Moreover, even if Plaintiffs prevail on the merits, Defendant contests the extent of liability. For example, with respect to liability for underpaid sick pay wages, Defendant contends that it would not be subject to Section 203 penalties, based on a good faith defense.

7. While the Parties disagree on the application of the law to the facts, each Party recognized in negotiations that, if taken to trial, the other Party would at least have reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately agreed was reasonable. Ultimately, based on classwide data available at mediation, Plaintiffs argued that the potential total recovery amounted to approximately $32,943,388.80—which included approximately $28,604,788.80 under Section 203[3] and approximately $4,338,600.00 under Section 210.[4] Plaintiffs

---

[1] Based on data available at mediation, there were approximately 7,271 Class Members.

[2] Except as otherwise noted, all "Section" references are to the Labor Code.

[3] $28,604,788.80 = 3,626 relevant formerly employed Class Members x $32.87 average final hourly rate of pay x 8 hours per day x 30 days.

[4] $4,338,600.00 = 43,386 pay periods with alleged underpayments x $100 per pay period.

contends that the Gross Settlement Amount of $4,500,000.00—approximately 13.66% of the potential total recovery of $32,943,388.80—is an excellent result. Thus, based on classwide data available at mediation, *after* all requested payments from the Gross Settlement Amount, it is expected that, on average, each Class Member will be allocated approximately $357.58 in settlement payments. It is also expected that, on average, each PAGA Employee will be allocated an additional $10.31.

8. Although I am confident that litigation of the claims would result in a classwide judgment against Defendant, I recognize the inherent risks in litigation, including the specific risks that class certification could be denied, liability could not be established at trial, or the applicable law could change. I recognize that the settlement resulting from extensive arm's length negotiations between the Parties is fair, reasonable, and adequate for each participating Class Member, given the inherent risks of litigation, as well as the potential for appeals and the costs of pursuing litigation.

9. I am one of the primary attorneys on this matter. My qualifications are as follows: After completing my undergraduate education at The Wharton School at the University of Pennsylvania in 2004 with concentrations in Management and Human Resources, I continued studying labor and employment issues by enrolling in post-graduate education at the School of Labor and Employment Relations at the University of Illinois. I determined before enrolling in law school that I wanted to practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP.

10. Upon graduating from law school in 2008, I practiced labor and employment law at Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My practice focused on wage and hour class, collective, and representative actions, with a particular emphasis on matters involving PAGA. During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class, collective, and representative actions that resulted in published opinions, including for example, *Ehret v. WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of not more than six hours), and *Ruelas v. Costco Wholesale Corporation*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8, 2014) (obtaining dismissal of wage

statement allegations in PAGA representative action). I was also able to obtain experience litigating representative claims or wage and hour matters through trial and appeal. *E.g., Velazquez v. Costco Wholesale Corporation*, 603 Fed. App'x 584 (9th Cir. Mar. 25, 2015) (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to pay wages); *Ward v. Costco Wholesale Corporation*, 552 Fed. App'x 631 (9th Cir. Jan. 9, 2014) (affirming bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective action with involving deductions from final paychecks). I also litigated class certification on numerous matters. *E.g., Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (denial of class certification on behalf of retail employees alleging off-the-clock work).

11. Based on my experience in wage and hour class, collective, and representative actions, I have been interviewed and quoted in articles published in the Northern California Record about legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and hour class and representative action litigation, including for example articles on California kin care requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break laws in *California Transportation News*, a publication of the California Construction Trucking Association.

12. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C., which also focuses primarily on employment law. I have handled a number of wage and hour class and representative actions and continue litigating such matters in numerous Superior Courts and District Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have obtained class certification and been appointed class counsel, and numerous courts, including this Court, have deemed me to be qualified to act as class counsel for both certified classes and settlement classes. No court has ever found me to be inadequate class counsel.

13. My co-counsel and I will adequately represent the Class Members in this action. Plaintiffs' Counsel have and will zealously represent Plaintiffs and the Class and pursue this lawsuit to its conclusion.

14. Along with the filing of the motion for preliminary approval of the settlement in this matter, a copy of the motion papers have also been uploaded to the Labor and Workforce Development Agency ("LWDA") in compliance with Section 2699(s)(2) and (4). Similarly, upon approval of a settlement in this matter, my regular practice would be to direct my office staff to upload a copy of the Court's judgment, papers, or other orders awarding civil penalties under PAGA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 28th day of May 2025, at Pasadena, California.

Simon L. Yang

EXHIBIT 1

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: (831) 531-4214
Facsimile: (831) 634-0333

Attorneys for Plaintiffs and the Class

SEYFARTH SHAW LLP
Christian J. Rowley (SBN 187293)
crowley@seyfarth.com
Kerry Friedrichs (SBN 198143)
kfriedrichs@seyfarth.com
Parnian Vafaeenia (SBN 316736)
pvafaeenia@seyfarth.com
560 Mission Street, Suite 3100
San Francisco, California 94105
Telephone: (415) 397-2823
Facsimile: (415) 397-8549

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

DAEMIAN MARTIN and ROGER JOHNSON, as individuals and on behalf of all others similarly situated, and as private attorneys general, Plaintiffs, vs. LOMA LINDA UNIVERSITY MEDICAL CENTER, a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. CIVDS2017184 [Assigned to Hon. Nicole Quintana Winter, Dept. S29] **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT** Complaint Filed: August 17, 2020 FAC Filed: February 5, 2021

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Daemian Martin and Roger Johnson, on the one hand, and Defendant, Loma Linda University Medical Center, on the other hand.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1. Action. "Action" means the civil lawsuit originally entitled *Daemian Martin v. Loma Linda University Medical Center*, filed on or about August 17, 2020, in the Superior Court of the State of California for the County of San Bernardino, designated as Case No. CIVDS2017184.

1.2. Administrator. "Administrator" means the third-party settlement administrator approved by the Court to administer the settlement.

1.3. Agreement. "Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

1.4. Class Counsel. "Class Counsel" means Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and William L. Marder of Polaris Law Group.

1.5. Class Member. "Class Member" means all current and former non-exempt employees of Defendant in the State of California who since April 6, 2016, were paid under the pay code SCK or PLS in a workweek in which they also earned non-discretionary differentials.[1] Defendant represented at mediation that as of January 4, 2024, there were approximately 7,271 Class Members, and that as of

[1] Non-discretionary differentials include the following pay codes through approximately January 31, 2023: BN2 (Critical Staff Ex Sft Bon Differential), CST (CCST Supplemental Pay), ECD (ECMO/CRRT Supplemental Pay), ECS (Extra Shift Diff Critical Need), ESD (Extra Shift Differential), F01 (FIT Supplemental Pay 1), F02 (FIT Supplemental Pay 2), F03 (FIT Supplemental Pay 3), F04 (FIT Supplemental Pay 4), F05 (FIT Supplemental Pay 5), F06 (FIT Supplemental Pay 6), HOL (Holiday Differential), MCN (MICN Differential), NTD (Night Differential), OCD (On Call Differential), PC1 (Preceptor Level 1 Differential), PC2 (Preceptor Level 2 Differential), SFC (Shift Coordinator Differential), TSD (Transport Differential), TMS (Trauma Site Differential), TPT (Transport Time), TSD (Transport Differential), and WEK (Weekend Differential). Non-discretionary differentials include the following pay codes from approximately January 1, 2024 through the end of the Class Period: CCST Supplemental Pay, Critical Staff Ex Sft Bon, ECMO CRRT Supplemental Pay, Extra Shift Differential, Holiday Differential, MICN Differential, Night Differential, On Call Differential, Preceptor Level 1 Differential, Preceptor Level 2 Differential, Shift Coordinator Differential, Trauma Site Differential, Weekend Differential, Transport Differential and Transport Time.

August 3, 2024, there were approximately 3,626 formerly employed Class Members as of January 4, 2024 who terminated employment since April 6, 2017.

1.6. Class Notice. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

1.7. Class Period. "Class Period" means April 6, 2016, through the date the Court grants preliminary approval of the settlement.

1.8. Court. "Court" means the Superior Court of California for the County of San Bernardino.

1.9. Defendant. "Defendant" means Loma Linda University Medical Center.

1.10. Defendant's Counsel. "Defendant's Counsel" means Christian J. Rowley, Kerry Friedrichs, and Parnian Vafaeenia of Seyfarth Shaw LLP.

1.11. Effective Date. "Effective Date" means: (a) if no objections to the settlement are filed, the date the Final Approval Order is signed by the Court; (b) if objections to the settlement are filed, the day following the expiration of the time for the filing of an appeal of the Final Approval Order; or (c) if any appeals of the Final Approval Order are filed, the day following the expiration of time to further appeal an order affirming the Final Approval Order.

1.12. Final Approval Order. "Final Approval Order" means an order granting final approval of a settlement pursuant to this Agreement.

1.13. Gross Settlement Amount. "Gross Settlement Amount" means the maximum potential settlement amount—inclusive of any Attorneys' Fees and Costs Award, Class Representative Awards, Administration Costs, PAGA Penalty Fund, and allocations for Individual Settlement Payments but exclusive of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, or any similar tax or charge)—that Defendant may be required to pay in connection with a Final Approval Order.

1.13.1. Administration Costs. "Administration Costs" means a Court approved payment from the Gross Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking Class Notices, processing any required tax payments or reporting, providing any required tax forms, distributing payments pursuant to a Final Approval Order, and providing necessary reports or declarations, as requested by the Court or Class Counsel and Defendant's Counsel.

1.13.2. Attorneys' Fees and Costs Award. "Attorneys' Fees and Costs Award" means a Court approved payment from the Gross Settlement Amount for Class Counsel's attorneys' fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs).

1.13.3. Class Representative Awards. "Class Representative Awards" means Court approved payments from the Gross Settlement Amount to Plaintiffs in recognition of Plaintiffs' efforts and work in prosecuting the Action on behalf of Class Members and in consideration of Plaintiffs' additional general release of claims inapplicable to Settlement Class Members.

1.14. Individual Settlement Payment. "Individual Settlement Payment" means a Class Member's potential payment from the Gross Settlement Amount, which may include an Individual Class Payment and Individual PAGA Payment.

1.14.1. Individual Class Payment. "Individual Class Payment" means a Settlement Class Member's potential payment from the Net Settlement Amount for the class action settlement.

1.14.2. Individual PAGA Payment. "Individual PAGA Payment" means a PAGA Employee's potential payment from the PAGA Penalty Fund for the PAGA settlement.

1.15. LWDA Payment. "LWDA Payment" means a Court approved payment to the Labor & Workforce Development Agency ("LWDA") of 75% of the PAGA Penalty Fund.

1.16. Net Settlement Amount. "Net Settlement Amount" means the remainder of the Gross Settlement Amount after Court approved deductions for the Attorneys' Fees and Costs Award, Class Representative Awards, Administration Costs, and the PAGA Penalty Fund.

1.17. PAGA Employee. "PAGA Employee" means all current and former non-exempt employees of Defendant in the State of California who since April 6, 2019, was paid under the pay code SCK or PLS in a workweek in which they also earned non-discretionary differentials set forth in footnote 1 above. Defendant represents that there are approximately 6,336 PAGA Employees through December 7, 2024.

1.18. PAGA Period. "PAGA Period" means April 6, 2019, through the date the Court grants preliminary approval of the settlement.

1.19. PAGA Penalty Fund. "PAGA Penalty Fund" means the portion of the settlement allocated to PAGA penalties.

1.20. Parties. "Parties" means Plaintiffs and Defendant.

1.21. Plaintiffs. "Plaintiffs" means Daemian Martin and Roger Johnson.

1.22. Preliminary Approval Order. "Preliminary Approval Order" means an order granting preliminary approval of a settlement pursuant to this Agreement.

1.23. Released Party. "Released Party" means Defendant and its present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

1.24. Settlement Class Members. "Settlement Class Members" means Class Members who do not exclude themselves from the class action settlement by complying with the procedures set forth in the Class Notice to opt out of the class action settlement. There will be no opportunity to opt out of the PAGA settlement.

2. RECITALS

2.1. Initiation of Action. On or about August 17, 2020, Plaintiff Martin filed the original complaint initiating the Action on behalf of a putative class of current and former employees of Defendant in the State of California. The Action pursued class action claims for Defendant's alleged underpayments of sick pay wages. On February 5, 2021, Plaintiffs filed a first amended complaint which also pursued representative action claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

2.2. Class Counsel's Investigation. Plaintiffs and Defendant met and conferred about the alleged claims, including disputes regarding the accuracy of Plaintiff's factual allegations and the viability of the legal theories asserted. On December 4, 2020, and numerous dates thereafter, Plaintiffs and Defendant exchanged information and documents that Plaintiffs contended supported the claims and that Defendant contended supported its defenses. The Parties continued engaging in informal discovery, and Class Counsel continued investigating the alleged claims and also analyzed any defenses raised by Defendant. Ultimately, Defendant agreed to schedule a mediation to potentially resolve the pled claims.

2.3. First Mediation. On December 6, 2022, the Parties attended a mediation with Judge Brian C. Walsh, a retired judge knowledgeable of both the wage and hour laws and class and representative action claims at issue in the Action. In preparation of the mediation, Defendant provided Plaintiffs with extensive information about the putative class and scope of the alleged claims. Despite the Parties and mediator's efforts, the Parties were unable to agree to a resolution.

2.4. Class Certification and Second Mediation. On January 5, 2024, the Court granted Plaintiffs' motion for class certification. The Parties thereafter agreed to schedule a second mediation. On August 16, 2024, the Parties attended a mediation with David Rotman, an experienced mediator knowledgeable of both the wage and hour laws and class and representative action claims at issue in the Action. With the mediator's assistance and based upon a mediator's proposal, the Parties were able to agree to settlement terms, which were negotiated in light of all known facts and circumstances—including the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. The settlement was achieved only after extensive arm's length negotiations both during and in the weeks leading up to the mediation.

2.5. No Admission of Liability. Defendant denies all of the allegations made by Plaintiffs in the Action. Although Defendant denies all of the allegations made by Plaintiffs in the Action, Defendant—without admitting or conceding any liability or wrongdoing whatsoever—has agreed to settle the Action on the terms and conditions set forth in this Agreement for the sole purpose of avoiding the burden, expense, and uncertainty of continuing the Action.

2.6. Class Counsel's Evaluation. Based on Class Counsel's ongoing investigation and evaluation, Class Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of Class Members and the State.

2.7. Certification of Settlement Class. This Agreement is contingent upon the approval and certification by the Court of a class for purposes of settlement. The Parties agree to cooperate and take all steps necessary and appropriate to effectuate all aspects of this Agreement and to obtain a Preliminary Approval Order and then Final Approval Order.

3. NOTICE TO CLASS MEMBERS

3.1. Administrator. Plaintiffs and Class Counsel shall request that the Court appoint CPT Group, Inc. as the Administrator for purposes of sending notice of the settlement to Class Members.

3.2. Class Data for Administrator. Within 15 business days of the Preliminary Approval Order, Defendant shall provide to the Administrator each Class Member's last known mailing address, as well as data sufficient for the Administrator to perform all necessary responsibilities pursuant to this Agreement.

3.3. Mailing of Notice. Using best efforts to perform as soon as possible, and in no event later than 25 business days after preliminary approval of the Agreement, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

Not later than five business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

The deadlines for Class Members' written objections, challenges to workdays, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

3.4. Proof of Mailing. The Administrator shall provide Class Counsel and Defendant's Counsel with a declaration of due diligence and proof of mailing with regard to mailing of Class Notice.

4. CLASS MEMBERS' RESPONSE OPTIONS

4.1. Consideration Period. Class Members shall be provided 45 calendar days after the postmark date of the initial mailing of Class Notice to exercise any rights to opt out of the settlement. Except as provided herein, no Class Member responses that are postmarked more than 45 calendar days after the initial mailing of Class Notice shall be considered. The Parties shall do nothing to encourage or solicit Class Members to opt out of or object to the settlement.

4.2. Objection Right and Effect. Settlement Class Members shall be given the opportunity to object to the terms of the class action settlement. Settlement Class Members may object to the class action settlement by mailing to the Administrator an objection within 45 calendar days after the postmark date of the initial mailing of Class Notice, which describes the objection and states any intention to appear at the final approval hearing. Any Settlement Class Member who does not comply with the objection procedures in the Class Notice shall be deemed to have waived any objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement. Settlement Class Members who object to the settlement pursuant to the terms of the Class Notice shall remain subject to being bound by the release provisions in this Agreement pursuant to a Final Approval Order and shall remain eligible to receive an Individual Class Payment. Class Members do not have the right to object to the terms of the PAGA settlement.

4.3. Opt-Out Right and Effect. Class Members shall be given the opportunity to opt out of the settlement. Class Members may opt out of the settlement by mailing to the Administrator a Request for Exclusion, which expresses their desire to be excluded from the Settlement Class. Any Request for Exclusion that does not comply with the procedures in the Class Notice shall be deemed void and ineffective. Class Members who opt out of the settlement pursuant to the terms of the Class Notice shall not receive any Individual Class Payments, shall not be bound by the class action release provisions in this Agreement pursuant to a Final Approval Order, and shall not be permitted to object to the settlement or appeal. If a Class Member submits both a Request for Exclusion and an objection, the Administrator shall attempt to determine whether the Class Member would like to withdraw either the Request for Exclusion or the objection. If the Class Member does not withdraw a Request for Exclusion, or if the Administrator cannot contact the Class Member who submits both a Request for

Exclusion and an objection, the Request for Exclusion shall be deemed valid and shall be deemed to invalidate the objection. Class Members do not have the right to opt out of the PAGA settlement.

4.4. Objection Response. The Administrator must provide a copy of any objection received to Class Counsel and Defendant's Counsel upon receipt. Either of the Parties may file a response to any written objection no later than five court days before the final approval hearing.

4.5. Defendant's Right to Terminate. If more than 2.0% of Class Members opt out of the class action settlement, then Defendant shall have the right to terminate the Agreement by informing Plaintiffs' Counsel in writing within seven business days of notification that more than 2.0% of Class Members have opted out of the class. If Defendant exercises the right to terminate the Agreement, Defendant shall be responsible for any Administration Costs incurred to date.

4.6. Proof of Class Members' Responses. As soon as practicable after the end of the consideration period, the Administrator shall provide a declaration attesting to (by number of relevant individuals), its mailing of Class Notice, its inability to deliver any Class Notices, and its receipt of valid Requests for Exclusion or objections. The Administrator shall prepare any supplemental declarations regarding the administration of the settlement, as necessary or as jointly requested by the Parties or the Court.

5. SETTLEMENT PROCEEDS

5.1. Gross Settlement Amount. Defendant agrees to pay a non-reversionary Gross Settlement Amount of $4,500,000.00. The Gross Settlement Amount was negotiated based on Defendant's representation that as of August 3, 2024, there were approximately 3,626 individuals who were Class Members as of January 4, 2024 who terminated employment since April 6, 2017. To the extent that the actual number of formerly employed Class Members who terminated since April 6, 2017 exceeds 3,626 by more than 10.0% (i.e., more than 363), Defendant will have the option to either increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase exceeding 10.0% (e.g., if the actual number were 11.0% greater than 3,626, then the Gross Settlement Amount would be increased by 1.0%) or to stop the Class Period at the point at which the number of formerly employed Class Members who terminated since April 6, 2017 is no more than 3,989. Under no other circumstances will Defendant's payment exceed the Gross Settlement Amount, except that Defendant will make additional payments to the Administrator representing its share of any employer payroll taxes to be paid in connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, or any similar tax or charge).

5.1.1. Attorneys' Fees and Costs. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount, or $1,500,000.00, and (b) litigation costs not to exceed $35,000.00.

5.1.2. Class Representative Awards. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve Class Representative Awards of $10,000.00 to each Plaintiff. Any Class Representative Awards are supplemental to Plaintiffs' Individual Settlement Payments.

5.1.3. Administration Costs. Class Counsel intends to request—and Defendant agrees not to oppose—that the Court approve Administration Costs of up to $45,000.00. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize Administration Costs.

5.1.4. PAGA Penalty Fund and LWDA Payment. The Parties allocate $300,000.00 to the PAGA Penalty Fund, which shall be distributed pursuant to statute with 75% of the PAGA Penalty Fund payable from the Gross Settlement Amount as an LWDA Payment. The remaining 25% of the PAGA Penalty Fund is to be payable from the Gross Settlement Amount as Individual PAGA Payments to PAGA Employees.

5.1.5. Differences in Requested and Approved Payments. If the Court does not approve the requested amounts for the Attorneys' Fees and Costs Award, Class Representative Awards, or Administration Costs, any requested but unapproved amounts shall be allocated to the Net Settlement Amount. If the Court does not approve the requested amount for the PAGA Penalty Fund, any difference in the requested and approved amount shall be allocated to the Net Settlement Amount.

5.2. Net Settlement Amount. After deducting the approved Attorneys' Fees and Costs Award, Class Representative Awards, Administration Costs, and PAGA Penalty Fund from the Gross

Settlement Amount, the Net Settlement Amount shall be allocated entirely to Settlement Class Members.

5.3. Individual Settlement Payments. Individual Settlement Payments shall be distributed to PAGA Employees and Settlement Class Members, without the need to submit a claim form. The Administrator shall calculate the amounts of payments described below. If a Class Member disputes any employee data, disputes will be resolved and decided by the Administrator, and the Administrator's decision on all disputes will be final and non-appealable.

5.3.1. Individual PAGA Payments. The 25% portion of the PAGA Penalty Fund shall be distributed to PAGA Employees as Individual PAGA Payments and proportionally allocated among PAGA Employees as follows: PAGA Employees shall be allocated one (1) PAGA share for each pay period in which the employee was paid SCK or PLS in the same workweek in which the employee was paid a shift differential identified in the definition of Class Member, up to a maximum of three (3) PAGA shares per calendar year. To calculate each PAGA Employee's proportional share of the 25% portion of the PAGA Penalty Fund:

(i) Add all points of credit for all participating PAGA Employees;

(ii) Divide the 25% portion of the PAGA Penalty Fund by the total number of points for all PAGA Employees to get a per point value;

(iii) To determine each PAGA Employee's individual share of the 25% portion of the PAGA Penalty Fund, multiply the per point value by each PAGA Employee's individual number of points.

Individual PAGA Payments shall be subject to IRS Form 1099 reporting.

5.3.2. Individual Class Payments. Class Members shall be allocated one (1) point of credit for each workweek in which that the Class Member was paid SCK or PLS and also a shift differential identified in the definition of Class Member, up to a maximum of three (3) points of credit per calendar year. Class Members who terminated employment with Defendant during the Class Period shall be allocated an additional five (5) points of credit. To calculate each Settlement Class Member's proportional share of the Net Settlement Amount:

(i) Add all points of credit for all participating Class Members;

(ii) Divide the Net Settlement Amount by the total number of points for all participating Class Members to get a per point value;

(iii) To determine each Class Member's individual share of the Net Settlement Amount, multiply the per point value by each participating Class Member's individual number of points.

5.0% of Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Class Payments and all of the Individual PAGA Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting.

5.4. No Tax Advice or Liability. The Administrator shall issue an IRS Form 1099 to Plaintiffs for any Class Representative Awards, to Class Counsel for any Attorneys' Fees and Costs Award, to the LWDA for any LWDA Payment, and to the Administrator for any Administration Costs. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to the Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. By participating in the settlement, each Class Member shall agree to be solely and legally responsible for paying any applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

5.5. Funding and Distribution. Within 15 business days after the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Administrator. Within 10 days after receiving the deposit, the Administrator shall distribute all amounts to be paid pursuant to the Final Approval Order. Upon completion of administration of the settlement, the Administrator shall provide written certification of such completion to Class Counsel and Defendant's Counsel.

5.6. Undeliverable or Uncashed Checks. All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. All such uncollected funds associated with Class Members' checks will escheat to the State of California's Controller's Unclaimed Property Fund, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws.

6. RELEASES

6.1. Releases by Settlement Class Members. By operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, all Settlement Class Members fully release Defendant and each Released Party from any and all claims during the Class Period that were pled in the operative complaint in the Action, or which could have been pled in the operative complaint in the Action based on the factual allegations therein. This release includes any and all claims, debts, liabilities, demands, obligations, penalties, waiting time 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 the alleged non-payment or underpayment for any time off taken for sick-related reasons, including all reasons covered by the Healthy Workplaces, Healthy Families Act (Cal. Labor Code Section 245 *et seq.*) ("HWHFA"). This Release shall include all claims and theories regarding non-payment or underpayment of any time off taken for sick-related reasons (including all reasons covered by the HWHFA) under the California Labor Code, California Business and Professions Code, Wage Orders, and applicable regulations. The release of claims shall include a Civil Code Section 1542 release as to the released claims only.

6.2. Releases by LWDA. By operation of the entry of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, Plaintiffs as a proxy for the State and the LWDA fully release Defendant and each Released Party from any and all PAGA claims during the PAGA Period that are based on the Labor Code violations pled in the operative complaint in the Action.

6.3. Additional Release by Plaintiffs. In addition to the above releases applicable to Plaintiffs as Settlement Class Members and PAGA Employees, Plaintiffs also generally release all claims, known or unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to their employment with Defendant or with any of the Released Parties, in favor of each Released Party, including a waiver of Civil Code section 1542. Plaintiffs expressly waive all rights provided by Civil Code section 1542 that Plaintiffs may have against each Released Party. Civil Code section 1542 states:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs acknowledge that Plaintiffs have read the entirety of the Agreement, including the above language from the Civil Code, and that Plaintiffs fully understand both the Agreement and Civil Code section 1542. By executing this Agreement, Plaintiffs expressly waive any benefits and rights granted pursuant to Civil Code section 1542.

7. COURT APPROVAL

7.1. Preliminary Approval. Plaintiffs shall submit a motion seeking a Preliminary Approval Order, which would, among other things: (i) preliminarily approve the proposed settlement according to the terms of this Agreement; (ii) set a date for a final approval hearing; and (iii) provide for Class Notice to be sent to Class Members as specified herein. Plaintiffs' counsel will share their draft motion for comments by Defense Counsel at least 5 business days before filing. Class Counsel shall seriously consider in good faith Defense Counsel's comments on the draft of the motion before filing any motion.

7.2. Final Approval. Not later than 16 court days before the date set by the Court for a final approval hearing, or such other time as the Court requires, Plaintiffs shall submit a motion seeking a Final Approval Order, which would, among other things: (i) approve the settlement, (ii) deem the terms to be fair, reasonable, and adequate, (iii) approve the releases, (iv) direct that the settlement's terms and provisions be carried out; (v) enter final judgment; and (vi) retain jurisdiction to oversee administration and enforcement of the terms of this Agreement and the Court's orders. Plaintiffs' counsel will share their draft motion for comments by Defense Counsel at least 5 business days before filing. Class Counsel shall seriously consider in good faith Defense Counsel's comments on the draft of the motion before filing any motion.

7.3. Effect of Failure to Obtain Final Approval. In the event the Court effects a material change or fails to enter a Final Approval Order in accordance with this Agreement, or such Final

Approval Order is vacated, then this entire Agreement shall be void and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Parties. The Action shall proceed as if no settlement has been attempted, subject to the Parties' agreement to the contrary, and this Agreement and any documents in furtherance of this Agreement shall be inadmissible in any future proceedings in this Action or any other action.

8. MISCELLANEOUS

8.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The signatories represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.

8.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

8.3. No Undue Publicity. Neither Plaintiffs nor Class Counsel shall cause to be publicized, directly or indirectly, any discussion resulting in or the existence of this Agreement or its terms in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings, messages on the Internet, Facebook, Twitter/X or any other social media. After the Effective Date, Class Counsel may state on their website that the case has been settled and provide a short and plain description of the claims that were settled, subject to Defendant's approval, which shall not be unreasonably withheld. This provision does not apply to any publications ordered by the Court.

8.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

8.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

8.6. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

8.7. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

8.7.1. Counterparts and Signatures. This Agreement may be executed in counterparts, and when all signatories have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail shall be deemed an original signature and shall be binding upon the party who transmits the signature page.

8.7.2. Waivers, Modifications, Etc. to Be in Writing. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

8.7.3. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

8.7.4. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement valid and enforceable.

8.8. Further Acts and Cooperation Between the Parties. The Parties shall cooperate and use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

8.9. Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby.

8.10. Disputes. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Agreement, or on any modification of the Agreement that may become necessary to implement the Agreement, they agree to engage mediator David Rotman to mediate any such dispute. The Parties will split the costs of the mediator, and the Parties will bear their own fees and costs.

8.11. Governing Law and Enforcement Actions. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

8.12. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

[SIGNATURES ON FOLLOWING PAGE]

PLAINTIFF

Dated: May 7, 2025

Signed by:
Daemian Martin
3B3FBE33F364426...
Daemian Martin

PLAINTIFF

Dated: May 1, 2025

DocuSigned by:
ROGER JOHNSON
8DA83F183C334AF...
Roger Johnson

COUNSEL FOR PLAINTIFFS AND CLASS

Dated: May 1, 2025

Larry W. Lee
Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: May 15, 2025

Loma Linda University Medical Center

COUNSEL FOR DEFENDANT

Dated: May 19, 2025

Christian J. Rowley
Kerry Friedrichs
Parnian Vafaeenia
SEYFARTH SHAW LLP

EXHIBIT A

This notice is being sent pursuant to a court order. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENT

Daemian Martin and Roger Johnson v. Loma Linda University Medical Center,
Superior Court of the State of California for the County of San Bernardino Case No. CIVDS2017184

If you were a non-exempt employees of Loma Linda University Medical Center in the State of California who, from April 6, 2016, through [the date the Court grants preliminary approval of the Settlement], was paid under the pay code SCK or PLS in a workweek in which you also earned non-discretionary differentials,[1] you could receive a payment from a class action settlement (the "Settlement").

Read this notice carefully, as your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Bernardino (the "Court") has preliminarily approved a Settlement that could affect your rights. The proposed Settlement resolves a class action and Labor Code Private Attorneys General Act of 2004 ("PAGA") representative claim filed by Plaintiffs Daemian Martin and Roger Johnson against Defendant, Loma Linda University Medical Center ("Defendant"), which has been designated Case No. CIVDS2017184 (the "Action").

- The Action pursues claims against Defendant that are based on an alleged underpayment of sick pay wages. Specifically, Plaintiffs allege that Defendant underpaid sick pay wages when some employees were paid sick pay wages in workweeks in which they also earned non-discretionary differentials. Based on this theory, the Action pursues class action claims and representative action PAGA claims.
- The Court has not decided that Defendant did anything wrong. Defendant denies Plaintiffs' allegations and maintains that it has fully complied with the law. By agreeing to the Settlement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiffs or others and expressly denies all such liability. Both Plaintiffs and Defendant have agreed to the Settlement in light of all known facts and circumstances—including the uncertainty associated with litigation.
- If the Court grants final approval of the settlement, the Settlement will be funded by Defendant and each Class Member's share of the settlement will be determined based on the following considerations: Class Members' shares shall be determined based on points of credit. Class Members shall be allocated one (1) point of credit for each workweek in the Class Period in which the Class Member was paid SCK or PLS and also a shift differential identified in the definition of Class Member, up to a maximum of three (3) points of credit per calendar year. Class Members who terminated employment with Defendant during the Class Period shall be allocated an additional five (5) points of credit. The "Class Period" is April 6, 2016, through [the date the Court grants preliminary approval of the Settlement].[2]
- Based on Defendant's records to date, you have been allocated XXX points of credit as a Class Member and XXX points of credit as a PAGA Employee. An *estimate* of the amount that could be allocated to you is $XXX as a Class Member and $XXX as a PAGA Employee. Whether you receive a payment depends on whether the Court grants final approval of the class action settlement, and the amount you ultimately receive

[1] Non-discretionary differentials include the following pay codes through approximately January 31, 2023: BN2 (Critical Staff Ex Sft Bon Differential), CST (CCST Supplemental Pay), ECD (ECMO/CRRT Supplemental Pay), ECS (Extra Shift Diff Critical Need), ESD (Extra Shift Differential), F01 (FIT Supplemental Pay 1), F02 (FIT Supplemental Pay 2), F03 (FIT Supplemental Pay 3), F04 (FIT Supplemental Pay 4), F05 (FIT Supplemental Pay 5), F06 (FIT Supplemental Pay 6), HOL (Holiday Differential), MCN (MICN Differential), NTD (Night Differential), OCD (On Call Differential), PC1 (Preceptor Level 1 Differential), PC2 (Preceptor Level 2 Differential), SFC (Shift Coordinator Differential), TSD (Transport Differential), TMS (Trauma Site Differential), TPT (Transport Time), TSD (Transport Differential), and WEK (Weekend Differential). Since approximately January 1, 2024, non-discretionary differentials include the following pay codes: CCST Supplemental Pay, Critical Staff Ex Sft Bon, ECMO CRRT Supplemental Pay, Extra Shift Differential, Holiday Differential, MICN Differential, Night Differential, On Call Differential, Preceptor Level 1 Differential, Preceptor Level 2 Differential, Shift Coordinator Differential, Trauma Site Differential, Weekend Differential, Transport Differential and Transport Time.
[2] Class Members who worked during the "PAGA Period," or April 6, 2019, through [the date the Court grants preliminary approval of the Settlement], may also be PAGA Employees, who are entitled to an additional payment as a PAGA Employee.

depends on the terms the Court finally approves and whether you and/or others opt out of the class action settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS CLASS ACTION SETTLEMENT:	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing and the Court grants final approval of the Settlement, you will remain eligible to automatically receive an Individual Settlement Payment and an Individual PAGA Payment and you will be bound by the release provisions of the Settlement.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion. If you opt out, you may not object to the Settlement, will not be eligible to receive an Individual Settlement Payment, and will not be bound by the class action release provisions of the Settlement. However, if you are a PAGA Employee, you will still receive an Individual PAGA Payment and will be bound by the PAGA release provisions of the Settlement, regardless of whether you opt out of the class action settlement.
OBJECT	You may object to the Settlement by submitting a written objection or appearing before the Court at the final approval hearing on [DATE] to orally object to the settlement. If you object and the Court grants final approval of the Settlement despite your objection, you will remain eligible to automatically receive an Individual Settlement Payment and will be bound by the release provisions of the Settlement.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION FROM THE COURT AS TO THE MERITS OF THE CLAIMS.

1. Why Did I Receive This Notice?

You are receiving this Notice of Class Action Settlement (the "Notice") because Defendant's records show that you are a "Class Member" because you were a non-exempt employee of Loma Linda University Medical Center in the State of California who, from April 6, 2016, through [the date the Court grants preliminary approval of the Settlement], was paid under the pay code SCK or PLS in a workweek in which you also earned non-discretionary differentials. You also may be a PAGA Employee if you are a Class Member who, since April 6, 2016, was paid under the pay code SCK or PLS in a workweek in which you also earned non-discretionary differentials. PAGA Employees may be entitled to share in the funds to be made available for the PAGA settlement.

Because the Settlement preliminarily approved by the Court would affect Settlement Class Members' legal rights, the Court ordered that this Notice be sent to you. This Notice provides a brief description of the Action, informs you of the settlement terms preliminarily approved by the Court, and advises you of your legal rights with respect to the Settlement. If the Court finally approves the Settlement, the Settlement will fully resolve the Action, and your legal rights may be affected by the Settlement.

The Court has preliminarily approved (i) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C. and (ii) William L. Marder of Polaris Law Group as Class Counsel.

The terms of the Settlement are set forth in detail in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement"). You may obtain a copy of the Agreement from CPT Group, Inc., a neutral third-party appointed by the Court to administer the settlement (the "Administrator").

The final approval hearing is currently scheduled for __________, 2025, at 8:30 a.m. in Department S29 of the San Bernardino Justice Center located at 247 West Third Street, San Bernardino, California 92415.

2. What Is the Action About?

On August 17, 2020, Plaintiff Martin filed the original complaint initiating the Action. In the operative First Amended Complaint, Plaintiff Martin and Plaintiff Johnson allege that Defendant violated the California Labor

Code by underpaying sick pay wages. On that basis, the First Amended Complaint alleges three causes of action against Defendant for (1) underpayment of sick pay wages; (2) unfair or unlawful business practices; and (3) violations of the California Labor Code under PAGA. On January 5, 2024, the Court granted class certification of the claims Plaintiffs allege.

Defendant denies (i) all of the allegations made by Plaintiffs, (ii) that it violated any applicable laws, and (iii) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or claims asserted in the Action. Nonetheless, without admitting or conceding any liability or wrongdoing whatsoever, Defendant has agreed to settle the Action, to avoid the burden, expense, and uncertainty of continuing the Action.

3. What Are the Payments Under the Settlement?

Defendant agrees to pay a Gross Settlement Amount of $4,500,000.00, which is inclusive of any Administration Costs, Attorneys' Fees and Costs Award, Class Representative Awards, PAGA Penalty Fund, and Individual Class Payments awarded by the Court. The Court may approve payment of (i) Administration Costs to the Administrator for administering the settlement (printing, distributing, or tracking Notices, distributing payments, etc.); (ii) an Attorneys' Fees and Costs Award to Class Counsel for litigation and resolution of the Action; (iii) Class Representative Awards to Plaintiffs both for their efforts in prosecuting the Action for Class Members and for Plaintiffs' additional general releases of claims inapplicable to Class Members; and (iv) a PAGA Penalty Fund.

PAGA Penalty Fund: The Settlement requests that the Court approve a PAGA Penalty Fund of $300,000.00. Pursuant to Labor Code requirements, 75% of the PAGA Penalty Fund, or $225,000.00, will be allocated to the Labor and Workforce Development Agency ("LWDA") as an LWDA Payment. The remainder of the PAGA Penalty Fund, or $75,000.00, will be allocated and entirely payable to PAGA Employees as described below.

Individual Class Payments and Individual PAGA Payments: Individual Class Payments shall be distributed to Settlement Class Members and Individual PAGA Payments shall be distributed to PAGA Employees, respectively, without the need to submit a claim form.

Allocations for amounts payable to Settlement Class Members will be proportionately allocated as follows: Class Members shall be allocated one (1) point of credit for each workweek in the Class Period in which the Class Member was paid SCK or PLS and also a shift differential identified in the definition of Class Member, up to a maximum of three (3) points of credit per calendar year. Class Members who terminated employment with Defendant during the Class Period shall be allocated an additional five (5) points of credit. Each Settlement Class Member's proportional share of the Net Settlement Amount shall be based on his or her points of credit relative to all Settlement Class Members' points of credit. Allocations for amounts payable to PAGA Employees shall be proportionately allocated in the same manner, based on the PAGA Period.

5.0% of Individual Class Payments shall be allocated to wages and subject to IRS Form W-2 reporting; the remainder of Individual Class Payments and all Individual PAGA Payments shall be allocated to interest and penalties and subject to IRS Form 1099 reporting. Through this settlement, each Settlement Class Member and PAGA Employee shall agree to be solely and legally responsible for paying all other applicable taxes on their respective Individual Class Payments and Individual PAGA Payments and shall indemnify and hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

All uncashed or undeliverable settlement checks will expire 180 days after the postmarked date of their initial mailing. After 180 days, the sum value of all expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any expired checks in accordance with the Final Approval Order. The Parties shall request that the Court order that the principal for any expired checks escheat to the State of California's Controller's Unclaimed Property Fund, to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws.

Attorneys' Fees and Costs Award: You do not need to individually pay any portion of Class Counsel's attorneys' fees and costs. Any payments for those attorneys' fees and costs will be determined by the Court. Class

Counsel intends to request that the Court approve an Attorneys' Fees and Costs Award in the amount of (a) 33⅓% of the Gross Settlement Amount (or $1,500,000.00) and (b) $35,000 in actual litigation costs incurred.

Class Representative Award: Any Class Representative Award is to be determined by the Court and would be supplemental to Plaintiffs' Individual Settlement Payments. Class Counsel intends to request that the Court approve Class Representative Awards of $10,000.00 for each Plaintiff for Plaintiffs' efforts in prosecuting the Action for Class Members and for Plaintiffs' additional general releases of claims inapplicable to Class Members.

Administration Costs: Class Counsel intends to request that the Court approve Administration Costs of up to $45,000.00, payable to the Administrator for administering the settlement, including, but not limited to, printing, distributing, or tracking Notices, providing any required tax forms, processing any required tax payments, or reporting, and calculating and distributing all payments under the Settlement.

All Payments Subject to Court Approval: The above payments will be made if and only if the Court concludes the settlement is reasonable, fair, and adequate for the Class. The Court may adjust the amounts of certain payments.

4. What Do I Release Under the Settlement?

If the Court grants final approval of the settlement and concludes it is reasonable, fair, and adequate for Class Members, Settlement Class Members would release Defendant and its present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them (a "Released Party") from any and all claims during the Class Period that were pled in the operative complaint in the Action, or which could have been pled in the operative complaint in the Action based on the factual allegations therein. This release includes any and all claims, debts, liabilities, demands, obligations, penalties, waiting time 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 the alleged non-payment or underpayment for any time off taken for sick-related reasons, including all reasons covered by the Healthy Workplaces, Healthy Families Act (Cal. Labor Code Section 245 *et seq.*) ("HWHFA"). This Release shall include all claims and theories regarding non-payment or underpayment of any time off taken for sick-related reasons (including all reasons covered by the HWHFA) under the California Labor Code, California Business and Professions Code, Wage Orders, and applicable regulations. The release of claims shall include a Civil Code Section 1542 release as to the released claims only. Civil Code section 1542 states:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

If the Court grants final approval of the settlement and concludes it is reasonable, fair, and adequate for PAGA Employees, the LWDA shall fully release Defendant and each Released Party from any and all PAGA claims during the PAGA Period that are based on the Labor Code violations pled in the operative complaint in the Action.

5. How Do I Object to the Settlement?

If you want to participate in the Settlement, you do not have to do anything and do not have to appear at the final approval hearing before the Court. You will automatically receive your Individual Settlement Payment if the Court grants final approval of the settlement.

If you want to object to the settlement, you may appear at the final approval hearing to object to the settlement. Alternatively, you must take the steps below:

(1) You must mail a written statement to the Administrator listed below.

(2) The written statement must include: your name, address, last four digits of your Social Security number, and the basis for your objection.

(3) If you object, you may but are not required to appear at the final approval hearing either in person or through counsel, paid for at your own expense.

(4) The written statement must be postmarked by [45 calendar days after the initial mailing of Notice].

If you object, you will remain bound by the settlement if finally approved. If you do not want to be bound by the settlement if finally approved, you must opt out of the settlement.

6. How Do I Opt Out of the Settlement?

If you do not want to participate in the Settlement, you may opt out of the Settlement. If you opt out of the settlement, you may not object to the Settlement, will not receive any Individual Settlement Payment, and will not be bound by the release provisions of the Settlement.

In order to opt out, you MUST express your desire to be excluded from the Settlement by mailing to the Administrator a "Request for Exclusion," which must state "Request for Exclusion," include your name, current address, current telephone number, and last four digits of your social security number. Any such Request for Exclusion must be postmarked by [45 calendar days after the initial mailing of Notice].

Any Request for Exclusion that does not include all required information or that is not submitted on a timely basis will be deemed null, void, and ineffective. A Request for Exclusion shall be deemed to be submitted as of the postmarked date. If you submit both a Request for Exclusion and an objection, your Request for Exclusion will be valid and be deemed to invalidate the objection.

7. How Do I Dispute My Points of Credit?

If you dispute the number of points of credit stated above, Defendant's records will control unless you are able to provide documentation to the Administrator that establishes otherwise and that Defendant's records are mistaken. If you dispute the amount of your points of credit stated above, you must submit a written dispute to the Claims Administrator. The written dispute must: (a) state your full name, address, telephone number; (b) include any supporting documentation; (c) be signed by you; (d) be addressed to the Administrator at the address below; and (e) be postmarked or faxed on or before [45 calendar days after the initial mailing of Notice].

For a dispute to be considered timely, it must be postmarked, faxed, or emailed on or before [45 calendar days after the initial mailing of Notice]. If the dispute cannot be resolved informally, the dispute will be resolved by the Administrator.

78. Where Can I Get Additional Information?

This Notice summarizes the Settlement. For more information, you may contact the Administrator. Contact information for the Administrator and Class Counsel are as follows:

Administrator:	**Class Counsel:**	
xxx xxx xxx, California xxx Telephone: (xxx) xxx- xxxx	DIVERSITY LAW GROUP, P.C. Larry W. Lee (lwlee@diversitylaw.com) Simon L. Yang (sly@diversitylaw.com) 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071 Telephone: (213) 488-6555	POLARIS LAW GROUP William L. Marder (bill@polarislawgroup.com) 501 San Benito Street, Suite 200 Hollister, California 95023 Telephone: (831) 531-4214

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THE SETTLEMENT