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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JONETTA CHATMAN, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

CHA HOLLYWOOD MEDICAL CENTER,
L.P.; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 20STCV27591

Assigned to Hon. Holly J. Fujie

**CLASS, COLLECTIVE, AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

Plaintiff Jonetta Chatman (“Plaintiff”), individually, and on behalf of all members of the Settlement Class (as defined herein), and Defendant CHA Hollywood Medical Center, L.P. doing business as Hollywood Presbyterian Medical Center (“Defendant”), hereby enter into this Class, Collective, and Representative Action Settlement and Release Agreement (“Settlement”) as follows:

I. DEFINITIONS

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

1. “Action” refers to the lawsuit entitled *Jonetta Chatman v. CHA Hollywood Medical Center, L.P.*, Los Angeles County Superior Court Case No. 20STCV27591.
2. “Class” and “Class Members” are all persons who were employed by Defendant as a non-exempt or hourly employee in California at any time during the Class Settlement Period.
3. “Class Counsel” refers to Moon & Yang, APC.
4. “Class Settlement Fund” is the Gross Fund Value, less the PAGA Fund, court-approved attorneys’ fees and costs, settlement administration costs, and the Enhancement Payment.
5. “Class Settlement Period” refers to the period from February 9, 2019 through 120 days from the date this Agreement is signed or the date of preliminary approval, whichever is sooner.
6. “Defense Counsel” refers to Seyfarth Shaw LLP.
7. “Effective Date” of the Settlement shall mean the date upon which both of the following have occurred: (i) approval of the settlement is granted by the Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this matter, and (ii) the Court’s judgment approving the settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the judgment; or (iv) the date of entry of the Final Approval Order, if no Objection to Settlement is filed and Plaintiff and Class Counsel waive their rights to appeal the final judgment. If a timely Objection to Settlement is filed (including an objection from the LWDA), “Effective Date” shall be the later of: (a) the date on which the time for all appeals relating to

1 Objections to Settlement and the Final Approval Order has expired; or (b) if an appeal, review or writ is
2 sought, the date on which the highest reviewing court renders its decision denying any petition (where
3 the immediately lower court affirmed the judgment) or affirming the judgment. Provided, however, if
4 the California Labor & Workforce Development Agency has commenced an investigation or issued a
5 Citation prior to the Effective Date, as determined under the foregoing definition, the Effective Date will
6 be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is
7 later), or if the LWDA objects to the Settlement, the date when the LWDA's objection to the Settlement
8 is resolved and no longer appealable.

9 8. "LWDA Payment" refers to the \$75,000 of the PAGA Fund that will be payable to the
10 Labor Workforce and Development Agency as the LWDA's share of the settlement of civil penalties
11 paid under this Agreement pursuant to the Private Attorneys General Act of 2004 ("PAGA") on behalf
12 of the PAGA Group.

13 9. "PAGA Fund" refers to an amount not to exceed \$100,000, which shall include the
14 LWDA Payment and PAGA Settlement Fund. The PAGA Fund, LWDA Payment, and PAGA
15 Settlement Fund shall be paid out of the Gross Fund Value.

16 10. "PAGA Group" and "PAGA Group Members" are all persons who were employed by
17 Defendant as a non-exempt or hourly employee in California at any time during the PAGA Settlement
18 Period.

19 11. "PAGA Settlement Fund" refers to the \$25,000 of the PAGA Fund that will be
20 distributed to the PAGA Group.

21 12. "PAGA Settlement Period" refers to the period from July 15, 2019 through 120 days
22 from the date this Agreement is signed or the date of preliminary approval, whichever is sooner.

23 13. "Parties" collectively refers to Plaintiff and Defendant.

24 14. "Releasees" refers to Defendant and all of its present and former parent companies,
25 subsidiaries, affiliates, related companies and joint ventures, and all of their officers, directors,
26 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and
27 any other persons acting by through, under or in concert with any of them.
28

15. “Settlement Class” and “Settlement Class Members” refer to (1) all Class Members who do not timely and properly opt out of the Settlement with respect to the state law claims and (2) all Class Members who opt in with respect to claims under the Fair Labor Standards Act (“FLSA”).

II. RECITALS

A. On or about July 16, 2020, Jonetta Chatman filed a class action complaint in Los Angeles County Superior Court, Case No. 20STCV27591, naming CHA Hollywood Medical Center, L.P. as the defendant. The class action complaint alleged failure to pay minimum and straight time wages; failure to pay overtime compensation; failure to provide meal periods; failure to authorize and permit rest breaks; failure to timely pay final wages at termination; failure to provide accurate itemized wage statements; and violation of California’s Unfair Competition Law pursuant to Business & Professions Code sections 17200, *et seq.* On or about September 28, 2020, Plaintiff filed a First Amended Complaint adding a claim under the Private Attorneys General Act of 2004 (“PAGA”).

B. The Parties participated in a full-day of mediation with mediator Tripper Ortman on July 27, 2021. With the assistance of the mediator, the Parties reached a settlement, which included the material terms contained in this Settlement.

C. Based on their investigation and evaluation of this case, Class Counsel has concluded that the settlement described in this Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, defenses asserted by Defendant, adverse findings regarding liability, and numerous potential appellate issues.

D. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out the terms of this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of evidence of any unlawful conduct, fault, wrongdoing or liability whatsoever.

E. The Parties now desire to fully, finally, and forever settle, compromise, and discharge the claims released in Paragraph VI of this Settlement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the parties agree as follows:

1 **III. NON-ADMISSION OF LIABILITY**

2 A. By entering into this Settlement, Defendant, on behalf of itself and all Releasees, denies
3 any liability for any of the claims in the Action as well as any potential or unknown claims based on
4 wage and hour violations under state or federal law.

5 B. Defendant specifically denies that it or any of the Releasees has engaged in any unlawful
6 or wrongful conduct against Plaintiff or the Class.

7 C. Defendant further contends that, for purposes other than settlement, the Action is not
8 appropriate for class, collective, or representative action treatment.

9 **IV. STIPULATION TO CLASS AND CONDITIONAL CERTIFICATION SOLELY FOR**
10 **PURPOSES OF THE SETTLEMENT**

11 A. This Settlement is contingent upon approval of class certification under California Code
12 of Civil Procedure Section 382 and collective action certification under 29 U.S.C. § 216(b) by the Court
13 of the Class for settlement purposes only. Defendant does not waive, and instead expressly reserves, its
14 right to challenge the propriety of class certification or collective action certification treatment for any
15 other purpose should the Court not approve the Settlement.

16 B. The Parties stipulate to class and conditional certification for purposes of the Settlement
17 only. If the Court does not grant preliminary and final approval of the Settlement, the Parties will not
18 stipulate to class and conditional certification, and the Parties will resume litigation as if no settlement
19 had been reached.

20 C. Evidence of this limited stipulation for settlement purposes only will not be deemed
21 admissible for any purpose in this or any other proceeding.

22 D. Defendant submits that, for any purpose other than settling this Action, this matter is not
23 appropriate for class, collective, or representative action treatment and that evidence of this limited
24 stipulation for settlement purposes only will not be deemed admissible for any purpose in this or any
25 other proceeding. Defendant's position is that if this matter were to be litigated, class and conditional
26 certification would be inappropriate, *inter alia*, because individual issues predominate as to each of the
27 claims alleged in the Action.
28

1 **V. TERMS OF SETTLEMENT**

2 A. Gross Fund Value

3 1. Defendant shall pay a settlement payment in a total amount not to exceed
4 \$950,000 (the "Gross Fund Value"). The Gross Fund Value shall include all payments made to
5 Settlement Class Members for wages (including overtime), penalties, interest, and liquidated damages;
6 attorneys' fees and costs; the PAGA Fund; costs of settlement administration; and the enhancement
7 payment to Plaintiff. The Parties stipulate that beyond the Gross Fund Value, and with the exception of
8 Defendant's portion of employer taxes and contributions mandated by law, Defendant shall not owe any
9 further monies to the Settlement Class to resolve the Action and the Released Claims.

10 2. If the number of Class Members is 2,440 or more, then Defendant will select from
11 one of the following two options: (1) having the Gross Fund Value shall increase on a pro-rata basis
12 equal to the percentage increase in the number of Class Members above 2,440 or (2) having the Class
13 Settlement Period and PAGA Settlement Period end when the number of Class Members does not
14 exceed 2,440.

15 B. Attorneys' Fees and Costs

16 1. Class Counsel shall request that the Court approve an award of attorneys' fees in
17 an amount not to exceed \$316,666.67 (one-third of the Gross Fund Value) and costs not to exceed
18 \$20,000 upon proof of receipt. Defendant will not oppose this request. Attorneys' fees and costs shall
19 be paid out of the Gross Fund Value subject to approval by the Court.

20 2. The Court's approval of fees and costs requested by Class Counsel is not a
21 material term of the Settlement. If the Court does not approve or approves only a lesser amount than
22 that requested by Class Counsel for attorneys' fees or costs, the other terms of the Settlement shall still
23 apply. The Court's refusal to approve the attorneys' fees or costs award requested by Class Counsel
24 does not give Plaintiff or Class Counsel any basis to abrogate the Settlement. Any amount of an
25 attorneys' fees and costs award requested by Class Counsel but unapproved by the Court shall be
26 allocated to the Class Settlement Fund.

1 C. Enhancement Payment to Plaintiff

2 1. Class Counsel will request that the Court approve an enhancement payment to
3 Plaintiff in an amount not to exceed \$5,000. Distribution of this enhancement payment shall be made at
4 the discretion of Class Counsel and the Court. Defendant will not oppose any request for an
5 enhancement payment to Plaintiff in an amount not to exceed \$5,000. The enhancement payment to
6 Plaintiff shall be paid out of the Gross Fund Value subject to approval by the Court.

7 2. The enhancement payment shall be allocated as 1099 income, which will not be
8 subject to payroll taxes and withholdings and will be reported on an IRS 1099 Form.

9 3. Plaintiff will be responsible for correctly characterizing the enhancement payment
10 for tax purposes and for paying any taxes owing on said amount.

11 D. PAGA Fund

12 The PAGA Fund shall not exceed \$100,000, and Class Counsel shall request that the Court
13 approve an LWDA Payment not to exceed \$75,000 that shall be paid from the PAGA Fund. Class
14 Counsel shall request that the Court approve a PAGA Settlement Fund not to exceed \$25,000 that shall
15 be paid from the PAGA Fund for distribution to the PAGA Group Members. The PAGA Fund, which
16 includes both the LWDA Payment and PAGA Settlement Fund, shall be paid out of the Gross Fund
17 Value.

18 E. Settlement Administration Fees and Costs

19 The Parties have selected ILYM Group, Inc. to be the third-party administrator (“Settlement
20 Administrator”) to disseminate the Notice of Class Action Settlement (“Class Notice”), handle the Class
21 Data, update Class Members’ mailing addresses before the initial mailing of the Class Notice, calculate
22 the pro rata portion of the Class Settlement Fund that each Settlement Class Member would be entitled
23 to receive under the Settlement (“Individual Class Settlement Share”), calculate the pro rata portion of
24 the PAGA Settlement Fund that each PAGA Group Member would be entitled to receive under the
25 Settlement (“Individual PAGA Settlement Share”), prepare declarations regarding the settlement
26 administration, provide weekly status reports, resolve disputed claims, establish a Qualified Settlement
27 Fund account pursuant to Section 468B(g) of the Internal Revenue Service Code, issue settlement
28 checks, void uncashed settlement checks, calculate the employer’s share of taxes and contributions

mandated by law in connection with the wage portion of Individual Class Settlement Shares, and issue to Settlement Class Members forms W-2 (for the wage portion of Individual Class Settlement Shares) and forms 1099 (for the non-wage portion of Individual Class Settlement Shares and Individual PAGA Settlement Shares) for all amounts paid under this Settlement. The Settlement Administrator shall furnish its own Employer ID Number and calculate all settlement checks and payroll deductions and withholdings required under law based on information that will be confidentially furnished by Defendant.

F. Employer's Portion of Payroll Taxes

Defendant's portion of employer taxes and contributions mandated by law (e.g., FICA, FUTA, etc.) on that portion of the Individual Class Settlement Share allocated to wages will be paid in addition to the Gross Fund Value.

G. Class Settlement Fund

After deducting the Court-approved sums for the Plaintiff's enhancement payment, Class Counsel's attorneys' fees and costs, the PAGA Fund, and settlement administration costs from the Gross Fund Value, the remaining balance ("Class Settlement Fund") will be distributed to Settlement Class Members on a proportionate basis as described below without the need to return a claim form.

VI. CLAIMS RELEASED BY THIS SETTLEMENT

A. Claims Released by the Class and Plaintiff

1. Upon the final approval by the Court of the Settlement and payment by Defendant of all funds due under this settlement, and except as to the right to enforce the terms and conditions of the Settlement, all Class Members who have not opted-out of the Settlement shall fully release Defendant and Releasees from any and all claims that were pled or could have been pled, based on, or which arise out of the facts alleged in the complaints in the Action, arising during the Class Settlement Period. This includes known and unknown claims arising under California Labor Code sections 201-204, 218.5, 218.6, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Order, the California Unfair Competition Law, Business and Professions Code section 17200 *et seq.*, and the Fair Labor Standards Act, 29 U.S.C. section 201, *et seq.* ("Released Class Claims"). The Released Class Claims will include claims under the Fair Labor Standards Act ("FLSA") for those

1 individuals, and only those individuals, who cash a check issued pursuant to this Settlement as they will
2 be deemed to have opted into a release of related FLSA claims.

3 2. Upon the final approval by the Court of this settlement, and except as to the right
4 to enforce the terms and conditions the settlement, all Class Members who have not submitted a valid
5 Request for Exclusion Form will fully release Defendant and Releasees from the Released Class Claims.

6 3. The Parties stipulate that beyond the Gross Fund Value, Defendant shall not owe
7 any further monies to the Settlement Class based upon the claims made in the Lawsuit.

8 **B. Claims Released by the PAGA Group**

9 Upon the final approval by the Court of the Settlement, each PAGA Group Member will release
10 Defendant and Releasees of all claims under PAGA that were pled or could have been pled, based on, or
11 which arise out of the facts alleged in the operative complaint during the PAGA Settlement Period. This
12 includes, but is not limited to PAGA claims based on California Labor Code sections 201-204, 210, 226,
13 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1197, 1197.1, 1198, and the applicable IWC Wage Order.

14 **VII. NOTICE TO SETTLEMENT CLASS MEMBERS**

15 A. Defendant shall provide the Settlement Administrator within thirty (30) days of
16 preliminary approval with a list containing the names, employee identification numbers, last known
17 addresses, number of workweeks worked during the Class Settlement Period and PAGA Settlement
18 Period, and Social Security Numbers ("Class Data"). This information is being provided confidentially
19 to the Settlement Administrator only, and the Settlement Administrator shall treat the information as
20 private and confidential and take all necessary precautions to maintain the confidentiality of contact
21 information of the Class. The Settlement Administrator shall not share the Class information with any
22 other Party or counsel for any of the Parties. This information is to be used only to carry out the
23 Settlement Administrator's duties as specified in this Settlement.

24 B. The Settlement Administrator will send the Class Notice a to each Class Member by First
25 Class U.S. Mail within twenty-one (21) days of receipt of the Class Data.

26 C. To provide the best notice practicable, any Class Notice returned to the Settlement
27 Administrator as non-deliverable with an updated mailing address affixed shall be sent by First Class
28 U.S. Mail to the forwarding address affixed thereto. If a Class Notice is returned as undeliverable

without a forwarding address affixed thereto, the Settlement Administrator shall attempt to locate a current mailing address for the Class Member by skip tracing using the Class Member's Social Security Number and will mail the Class Notice to the updated address identified. If no current address can be located, the Class Notice for that individual will be deemed undeliverable. If a Class Member cannot be located within two attempts at mailings by the Settlement Administrator, the Class Notice for that individual will be deemed undeliverable and the Class Member will remain bound by the Settlement.

D. On the remailing of Class Notices by the Administrator to an updated mailing address, the Settlement Administrator shall keep a record of the postmark mailing dates such remailed Class Notices, and keep track of all undelivered Class Notices.

VIII. COMPUTATION AND DISTRIBUTION OF NET SETTLEMENT AMOUNT AND CLASS COUNSEL PAYMENT

A. Deposit of Gross Fund Value

1. The Settlement Administrator shall establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Service Code for the purpose of administering the settlement, into which the Gross Fund Value will be deposited.

2. Within thirty (30) calendar days after the Effective Date, Defendant shall deposit the Gross Fund Value into the Qualified Settlement Fund.

B. Formula For Calculating Individual Class Settlement Share

The portion of the Class Settlement Fund available to pay the Individual Class Settlement Shares to Settlement Class Member shall be determined as follows:

1. Each eligible Settlement Class Member's Individual Class Settlement Share will be determined based on the number of weeks he or she worked for Defendant during the Class Settlement Period ("Class Workweeks"). Defendant's employment records shall be determinative for purposes of calculating the number of Class Workweeks. Partial workweeks will be counted as full workweeks.

2. Class Members who are separated from employment with Defendant as of the date of preliminary approval ("Separated Settlement Class Members") will have their Class Workweeks adjusted upward using a multiplier of 1.2 to account for the release of claims under California Labor

Code sections 201-203. The Class Workweeks calculations inclusive of the multiplier for Separated Settlement Class Members is referred to as the “Enhanced Class Workweeks.”

3. Within fourteen (14) calendar days after final approval of the Settlement, the Settlement Administrator shall calculate each Settlement Class Member’s Individual Class Settlement Share. Individual Class Settlement Shares shall be determined by dividing the Class Settlement Fund by the total number of Workweeks for all Settlement Class Members (inclusive of Enhanced Workweeks for Separated Settlement Class Members), to arrive at a value per Class Workweek (“Class Workweek Value”), and then multiplying each Settlement Class Member’s individual Class Workweeks (inclusive of the Enhanced Workweeks for Separated Settlement Class Members) by the Class Workweek Value.

C. Formula for Calculating PAGA Settlement Shares

The portion of the PAGA Settlement Fund paid to each PAGA Group Member shall be determined as follows:

1. Each PAGA Group Member’s Individual PAGA Settlement Share will be determined based on the number of weeks he or she worked for Defendant during the PAGA Settlement Period (“PAGA Workweeks”). Defendant’s employment records shall be determinative for purposes of calculating the number of PAGA Workweeks. Partial workweeks will be counted as full workweeks.

2. Within fourteen (14) calendar days after final approval of the Settlement, the Settlement Administrator shall calculate each PAGA Group Member’s Individual PAGA Settlement Share. Individual PAGA Settlement Shares shall be determined by dividing the PAGA Settlement Fund by the total number of PAGA Workweeks for all PAGA Group Members, to arrive at a value per PAGA Workweek (“PAGA Workweek Value”), and then multiplying each PAGA Group Member’s individual PAGA Workweeks by the PAGA Workweek Value.

D. Distribution of Individual Class Settlement Shares and PAGA Settlement Shares

1. The Settlement Administrator shall distribute the settlement checks containing each Settlement Class Member’s Individual Class Settlement Share and each PAGA Group Member’s PAGA Settlement Share within forty-five (45) calendar days after the Effective Date. The Settlement Administrator shall furnish its own Employer ID Number and calculate all settlement checks and payroll

1 deductions and withholdings required under law based on information that will be confidentially
2 furnished by Defendant.

3 2. Opt-in and release language regarding the release of the FLSA claim will be
4 printed on the settlement checks issued to Settlement Class Members, with instructions that endorsing,
5 cashing, depositing, or otherwise negotiating such check constitutes consent under the FLSA to opt into
6 the collective action. The language to be included will be substantially similar to the following:

7 My endorsing, cashing, or depositing of this check constitutes my consent to join the
8 lawsuit entitled *Jonetta Chatman v. CHA Hollywood Medical Center, L.P.*, pending in the
9 Superior Court of the State of California for the County of Los Angeles, Case No.
20STCV27591, pursuant to the provisions of the Fair Labor Standards Act ("FLSA"), 29
U.S.C. Section 216(b).

10 3. All settlement checks will expire after one hundred eighty (180) days of issuance,
11 after which point they will be cancelled. The sum value of all expired checks will be tallied by the
12 Settlement Administrator. All such uncollected funds will escheat to the State of California's
13 Controller, to be held in the name of each expired check payee, pursuant to applicable unclaimed
14 property laws. The Parties agree that this disposition results in no "unpaid residue" under California
15 Civil Procedure Code section 384, as the entire Class Settlement Fund and PAGA Settlement Fund will
16 be paid out to Settlement Class Members and PAGA Members, whether or not they all cash their
17 settlement checks. Therefore, Defendant will not be required to pay any interest on such amounts.

18 4. The Settlement Administrator shall calculate all Individual Class Settlement
19 Shares, Individual PAGA Settlement Shares, and payroll deductions based on information that will be
20 confidentially furnished by Defendant. The Settlement Administrator will prepare all necessary tax
21 reporting and documentation with respect to payments made pursuant to this Agreement. The
22 Settlement Administrator will provide the requisite IRS Forms 1099 and W2 to Settlement Class
23 Members and PAGA Group Members with their Individual Class Settlement Shares and PAGA
24 Settlement Shares. The tax documents shall reflect payment for the year in which payment is made
25 pursuant to this Settlement.

26 5. For the pro rata portion of the Class Settlement Fund paid to Settlement Class
27 Members, the Parties agree that, for purposes of this settlement, 80% will be allocated to 1099 income
28 and 20% will be allocated to W-2 income and subject to withholding. For the pro rata portion of the

1 PAGA Settlement Fund paid to PAGA Group Members, the Parties agree that, for purposes of this
2 settlement, 100% will be allocated to 1099 income.

3 6. For the portion of the Individual Class Settlement Share allocated to wages, the
4 Settlement Administrator shall be responsible for submitting the appropriate amount of the employees'
5 and employer's share of payroll taxes and withholdings to the appropriate state and federal tax
6 authorities.

7 7. None of the payments made pursuant to this Settlement will be considered for
8 purposes of determining eligibility for, vesting or participation in, calculation of, or contributions to any
9 welfare or benefit plans, including, without limitation, all plans, subject to ERISA. The Parties agree
10 that these payments do not represent any modification of any employee's previously-credited hours of
11 service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit
12 plan, or other program or policy. These payments also will not be considered wages, compensation, or
13 annual earnings for benefits in any year for purposes of determining eligibility for, or benefit accrual
14 within, any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

15 E. Class Counsel Payment

16 The Class Counsel Payment shall be distributed within forty-five (45) calendar days after the
17 Effective Date.

18 F. Settlement Administration Payment

19 Within forty-five (45) calendar days after the Effective Date, the Settlement Administrator shall
20 deduct the Court-approved sum for payment of its fee for administering the Settlement pursuant to its
21 terms.

22 **IX. OBJECTIONS AND OPTING OUT OF THE SETTLEMENT**

23 A. Objections to the Settlement

24 1. Settlement Class Members desiring to object to the Settlement should submit
25 written objections to the Settlement, postmarked no later than 45 calendar days after the Class Notice of
26 Settlement is mailed. Only Settlement Class Members will be able to object to the Settlement.

27 2. Settlement Class Members may also appear at the Final Fairness Hearing to
28 present any objections.

1 B. Requests to Be Excluded From the Settlement

2 1. Class Members who wish to exclude themselves from the Settlement must submit
3 a written letter seeking exclusion from the Settlement (“Request for Exclusion”). A Request for
4 Exclusion will be deemed to be timely if postmarked on or before 45 days of the initial mailing of the
5 Class Notice.

6 2. Class Members who timely submit a request for exclusion from the Settlement
7 may not also submit an objection to the Settlement as the Settlement no longer affects them.

8 3. A Request for Exclusion will exclude the Class Member from receiving an
9 Individual Class Settlement Share and that Class Member will not have released the Released Claims.
10 However, a Class Member who submits a Request for Exclusion will still remain a member of the
11 PAGA Group, will receive an Individual PAGA Settlement Share, and will release the PAGA claims in
12 Section VI.B of this Agreement.

13 C. Defendant’s Right to Revoke

14 Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement
15 within fifteen (15) calendar days after the 45-day deadline for Class Members to timely request
16 exclusion if five (5) percent or more of the Class Members submit timely and valid Requests for
17 Exclusion.

18 **X. SCHEDULE FOR SEEKING COURT APPROVAL AND FAIRNESS HEARING**

19 The following procedures for obtaining the Court’s approval shall be implemented with respect
20 to the Settlement, notifying the Class, and processing all benefits provided under this Settlement:

21 A. Stay of All Litigation

22 Pending preliminary and final approval of the Settlement, the Parties agree that there will be a
23 stay of all litigation activity. The parties will request that the Court, in its preliminary approval of this
24 settlement, enjoin Class Members from initiating or prosecuting any proceeding on any claim to be
25 released pursuant to this Settlement, unless and until the Class Member has opted out of the class in the
26 manner described above.

1 B. Request for Court Approval

2 Class Counsel will prepare and file a motion for preliminary approval and a motion for final
3 approval, and share a draft of the motions with Defense Counsel sufficiently prior to filing so that
4 Defense Counsel has time to provide Class Counsel with comments. Class Counsel shall seriously
5 consider in good faith Defense Counsel's comments prior to filing either motion.

6 C. Duties of the Parties Following Final Court Approval

7 Following final approval of the Settlement, Class Counsel will submit a [proposed] Final Order
8 and Judgment that is mutually agreeable to the Parties approving the Settlement, adjudicating the terms
9 thereof to be fair, reasonable and adequate, directing consummation of all terms and provisions in this
10 Settlement and without affecting the finality of the Order Granting Final Approval and Judgment,
11 allowing the Court to retain jurisdiction of all matters relating to the interpretation, administration,
12 implementation, effectuation and enforcement of the Final Approval Order and the Settlement
13 Agreement.

14 **XI. MISCELLANEOUS PROVISIONS**

15 A. Tax Treatment and Tax Indemnification

16 Defendant is not giving any tax advice in connection with the Settlement or any payments to be
17 made pursuant to this Settlement. Settlement Class Members will be responsible for correctly
18 characterizing the Individual Class Settlement Share and Individual PAGA Settlement Share for tax
19 purposes and paying taxes due, if any.

20 B. Mutual Full Cooperation

21 Plaintiff, Defendant, Class Counsel and Defense Counsel agree to fully cooperate with each
22 other to accomplish the terms of this Settlement, including, but not limited to, execution of such
23 documents and to take such other action as may reasonably be necessary to implement the terms herein.
24 The Parties agree to use their best efforts and any other efforts that may become necessary by Order of
25 the Court, or otherwise, to effectuate the terms of this Settlement.

26 C. Filing of Amended Complaint

27 Plaintiff shall file a Second Amended Complaint in the Action to include claims under the FLSA.
28 The Parties will file a joint stipulation seeking leave for Plaintiff to file her Second Amended Complaint.

1 D. Submission of PAGA Letter

2 Prior to the filing of the Motion for Preliminary Approval, Class Counsel shall submit a new
3 PAGA letter to the LWDA that is substantially similar to the one previously submitted. Class Counsel
4 shall afford Defendant a reasonable opportunity to review and comment on the PAGA letter prior to its
5 submission to the LWDA.

6 E. Parties' Authority

7 The signatories hereto represent that they are fully authorized to enter into this Settlement and
8 are fully authorized to bind Plaintiff, Settlement Class, and Defendant to all terms stated herein.

9 F. Binding Nature of the Settlement

10 1. This Settlement shall be binding upon, and inure to the benefit of, the successors
11 or assigns of the Releasees. Plaintiff represents, covenants, and warrants that she has not directly or
12 indirectly, assigned, transferred, encumbered, any of the Released Claims.

13 2. This Settlement shall be admissible and subject to disclosure in any proceeding to
14 enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise might apply
15 under federal or state law. Notwithstanding the foregoing, this Settlement may not be admitted into
16 evidence or used in any proceeding except an action, motion or proceeding to approve, interpret or
17 enforce the terms of this Settlement.

18 3. This Settlement may be amended or modified only by a written instrument signed
19 by Class Counsel, Plaintiff, Defense Counsel and Defendant. No rights under this Settlement may be
20 waived except in writing.

21 G. Joint Drafting of Settlement Documents

22 1. Class Counsel and Defense Counsel have arrived at this Settlement as a result of a
23 series of informed and arm's-length negotiations, taking into account all relevant factors, present and
24 potential.

25 2. This Settlement has been drafted jointly by Class Counsel and Defense Counsel
26 and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed
27 against any of the Parties.

3. Plaintiff and Class Counsel agree that none of the documents provided to them by Defendant shall be used for any purpose other than the prosecution and Settlement of this Action.

H. Execution of the Settlement

This Settlement may be executed in one or more counterparts and by facsimile. All executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

I. Waiver of Appeals

The Parties and their counsel agree to waive any appeals upon entry of final judgment in the Action.

J. Continuing Jurisdiction

The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of the Settlement.

K. No Undue Publicity

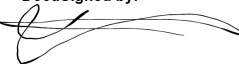
Neither the Plaintiff nor Class Counsel shall publicize, or cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this settlement or its terms, in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, messages on the Internet, Facebook, Twitter or any other social media, Class Counsels' or any other website. Breach of this provision shall entitle Defendant in the exercise of their discretion, to nullify the settlement at any time before final approval by the Court. Should Plaintiff or Class Counsel at any time breach this provision, Plaintiff shall forfeit to Defendant the full amount of his Enhancement Payment. Without limitation by the foregoing, Defendant also may enforce this provision through an action for injunctive relief. Plaintiff waives any obligation by Defendant to file a bond in connection with any such action.

L. Disputes

Any disputes arising out of or relating to this settlement will be submitted to Tripper Ortman for mediation. The parties will split the costs of the mediator and all Parties will bear their own attorneys' fees and other costs incurred, except as otherwise provided herein in Paragraph V.B.

1 Dated: August 30, 2021

PLAINTIFF, on behalf of himself and the Class

DocuSigned by:

3C8B4C307215487

JONETTA CHATMAN

2
3
4 Dated: August __, 2021

**CHA HOLLYWOOD MEDICAL CENTER,
L.P.**

By: _____

Its: _____

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10 APPROVED AS TO FORM:

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12 Dated: August 30, 2021

MOON & YANG, APC

By:  _____

Allen Peghaz

Attorneys for Plaintiff Jonetta Chatman

13
14
15 Dated: August __, 2021

SEYFARTH SHAW LLP

By: _____

Jeffrey Berman

Daniel Whang

Attorneys for Defendant CHA Hollywood Medical
Center, L.P.

1 Dated: August __, 2021

PLAINTIFF, on behalf of himself and the Class

2
3
4 JONETTA CHATMAN

5 Dated: September 14, 2021

**CHA HOLLYWOOD MEDICAL CENTER,
L.P.**

6 DocuSigned by:

7 

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8 By: Marcel Loh

9 Its: Chief Executive Officer

10 APPROVED AS TO FORM:

11
12 Dated: August __, 2021

MOON & YANG, APC

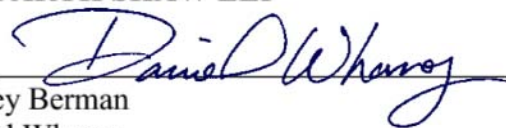
13 By: _____

14 Allen Feghali

Attorneys for Plaintiff Jonetta Chatman

15 September 14, 2021
16 Dated: ~~August __, 2021~~

SEYFARTH SHAW LLP

17 By: 

18 Jeffrey Berman

Daniel Whang

19 Attorneys for Defendant CHA Hollywood Medical
20 Center, L.P.