

# **Exhibit A**

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9 Class Members, and all Aggrieved Employees

10 *List of counsel continued on next page.*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF LOS ANGELES**

13  
14 CHALEY RAMIREZ, Individually and on  
behalf of all others similarly situated, MARIA  
15 MANRIQUEZ, Individually and on behalf of all  
others similarly situated, STEPHANIE  
16 MORALES, Individually and on behalf of all  
others similarly situated,

17 PLAINTIFF,

18 vs.

19 MARTIN LUTHER KING, JR., Los Angeles –  
20 (MLK-LA) HEALTHCARE CORPORATION  
D/B/A MARTIN LUTHER KING, JR.  
21 COMMUNITY HOSPITAL, a California non-  
profit public benefit corporation organized and  
22 existing under the laws of the State of  
California; and DOES 1 through 100 inclusive,

23 DEFENDANTS.  
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Case No.: 21STCV02745

CLASS ACTION

**Case Assigned for All Purposes to:  
Hon. David S. Cunningham**

**JOINT STIPULATION RE SETTLEMENT  
OF CLASS ACTION**

Action Filed: January 20, 2021

Trial Date: None Set

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Los Angeles (MLK-LA) Healthcare Corporation

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1 IT IS HEREBY STIPULATED AND AGREED by and between Maria Manriquez,  
2 Stephanie Morales, and Chaley Ramirez (as Class Representatives), on behalf of themselves and all  
3 others similarly situated to each of them and as defined below, on the one hand, and Martin Luther  
4 King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation ( as Defendant), on the other hand, as  
5 set forth below:

6 **I. THE CONDITIONAL NATURE OF THIS STIPULATION**

7 This Joint Stipulation re Settlement, including all associated exhibits or attachments,  
8 (“Stipulation”) is made for the sole purpose of attempting to consummate settlement of this action  
9 on a class and representative basis. Defendant denies all of the claims as to liability, damages,  
10 penalties, and restitution as well as the class representative allegations asserted in the Litigation.  
11 This Stipulation and the settlement it evidences are made in compromise of disputed claims.  
12 Because this is a class action, this settlement must receive preliminary and final approval from the  
13 Court. Accordingly, Defendant enters into this Stipulation and associated settlement on a  
14 conditional basis. In the event that the Court does not execute and file the Order Granting Final  
15 Approval of Settlement, or in the event that the Court does not enter the Judgment, or the Judgment  
16 does not become Final for any reason, this Stipulation shall be deemed null and void *ab initio*, shall  
17 be of no force or effect whatsoever, shall not be referred to or utilized for any purpose whatsoever,  
18 and its negotiation, terms, and entry shall remain subject to the provisions of Federal Rule of  
19 Evidence 408 and California Evidence Code sections 1119 and 1152.

20 Defendant has agreed to resolve this Litigation via this Stipulation, but to the extent  
21 this Stipulation is deemed void or does not take effect for any reason, Defendant does not waive,  
22 but rather expressly reserves, all rights to challenge all such claims and allegations in the Litigation  
23 upon all procedural and factual grounds, including without limitation the ability to challenge class  
24 and/or representative treatment on any grounds or to assert any and all defenses or privileges. The  
25 Class Representatives and Class Counsel agree that Defendant retains and reserves these rights, and  
26 they agree not to take a position to the contrary; specifically, the Class Representatives and Class  
27 Counsel waive, and agree not to argue or present, any argument that Defendant could not contest  
28 class certification or representative status on the grounds that Defendant entered into this Stipulation

1 should this Litigation proceed. In particular, the Class Representatives and Class Counsel waive,  
2 and agree not to argue or present, any argument that Defendant would be estopped from contesting  
3 class certification and/or representative status because it has entered this Stipulation. The Settling  
4 Parties agree that in the event the Court does not approve this settlement or the Agreement is voided  
5 for any reason, the Settling Parties will not make any substantive reference to this proposed  
6 settlement when advocating their positions in the litigation of this matter.

## 7 **II. THE PARTIES TO THIS STIPULATION**

8 This Stipulation (with the associated exhibits) is made and entered into by and among  
9 the following Settling Parties: (i) the Class Representatives (on behalf of themselves and each of the  
10 Settlement Class Members), with the assistance and approval of Class Counsel; and (ii) Defendant,  
11 with the assistance of its counsel of record in the Litigation. The Stipulation is intended by the  
12 Settling Parties to result in the final resolution of the Litigation pursuant to the Judgment and to  
13 fully, finally and forever resolve, discharge, and settle the Released Class Claims and Released  
14 PAGA Claims (collectively, “Released Claims”) upon and subject to the terms and conditions  
15 herein.

## 16 **III. THE LITIGATION**

17 Class Representatives Maria Manriquez, Stephanie Morales, and Chaley Ramirez  
18 filed an action against Defendant Martin Luther King, Jr. Community Hospital<sup>1</sup> on January 20,  
19 2021, in the California Superior Court for the County of Los Angeles, Case No. 21STCV02745.  
20 Plaintiffs subsequently amended their Complaint four times, most recently on April 14, 2022, when  
21 by order of the Court upon the parties’ stipulation, Plaintiffs’ Fourth Amended Complaint became  
22 the operative complaint.

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25 <sup>1</sup> Martin Luther King, Jr. Community Hospital is a d/b/a for Martin Luther King, Jr. – Los Angeles  
26 (MLK-LA) Healthcare Corporation. On July 21, 2021, Plaintiffs filed a Second Amended  
27 Complaint naming Martin Luther King, Jr. – (MLK-LA) Healthcare Corporation d/b/a Martin  
28 Luther King, Jr. Community Hospital as the defendant. On April 14, 2022, the Court issued an  
Order making the Fourth Amended Complaint, which correctly names Martin Luther King, Jr. –  
Los Angeles (MLK-LA) Healthcare Corporation as the defendant, the operative complaint.

1 Class Representatives are represented by Van Vleck and Turner, LLP. On behalf of  
2 themselves and others allegedly similarly situated to them, the Class Representatives have alleged  
3 the following causes of action in the Fourth Amended Complaint: (1) failure to pay overtime  
4 compensation; (2) failure to pay overtime compensation under alternative workweek rules; (3)  
5 failure to pay minimum wages for all hours worked and wages due for all hours worked; (4) failure  
6 to provide off-duty meal and rest breaks; (5) failure to issue accurate itemized pay statements; (6)  
7 failure to pay all wages due; (7) unfair and unlawful business practices as a violation of the unfair  
8 competition law pursuant to California Business and Professions Code sections 17200, et seq. relating to  
9 or arising out of causes of action 1-6 and 8; (8) failure to provide sick leave; and (9) a representative  
10 action for civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”) for claims  
11 arising out of or related to causes of action 1-6 and 8.

12 A *Belaire-West* privacy notice was sent to putative class members on March 11,  
13 2022, and Plaintiffs’ counsel was provided with contact information for the putative class on May  
14 5, 2022. Defendant voluntarily provided Plaintiffs with additional information to facilitate  
15 settlement discussions, including the Class Representatives’ personnel files and time records,  
16 pertinent policies, and a list of nonexempt positions in patient-facing roles. Each of the named  
17 Plaintiffs served formal discovery requests on Defendant, including interrogatories and requests for  
18 production, on May 16, 2022.

19 Before Plaintiffs filed the above-captioned action, on January 7, 2021, Plaintiff Amy  
20 Lara, on behalf of herself and all similarly situated individuals, filed an action against Defendant in  
21 the California Superior Court for the County of Los Angeles, Case No. 21STCV00642 (the “*Lara*  
22 *Action*”). On June 3, 2022, Lara filed a First Amended Complaint in the *Lara Action* to add claims  
23 for civil penalties pursuant to PAGA that she had originally filed in a separate action against  
24 Defendant, *Amy Lara v. Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation*,  
25 Los Angeles County Superior Court Case No. 21STCV10602.<sup>2</sup> Lara and Defendant reached a class-

26  
27 <sup>2</sup> That separate action was premised on a letter filed with the LWDA on January 8, 2022.  
28 Plaintiffs in this litigation filed a letter with the LWDA on January 14, 2021

1 wide settlement agreement in the *Lara* Action on March 23, 2022, following a mediation with  
2 respected mediator Jeffrey Ross, Esq. In advance of the *Lara* mediation, Defendant provided Lara  
3 with information including information about the scope of the proposed class and group of allegedly  
4 aggrieved employees, associated workweek and pay period information, pertinent policies, and  
5 wage and time records for putative class members. In sum, Lara and her counsel had sufficient  
6 information to assess the merits of the *Lara* Action and the settlement resulted from arm's length  
7 negotiations.

8           The expected preclusive effect in this action of the settlement in the *Lara* Action,  
9 which was submitted for preliminary approval on August 12, 2022, with a hearing set for November  
10 21, 2022, is not insignificant. At the Court's direction, in advance of a Joint Status Conference held  
11 on June 8, 2022, the Parties informed the Court that resolution of the *Lara* Action (if approved) will  
12 have preclusive effect on all claims in this action for the time periods covered by the *Lara* release,  
13 except for Plaintiffs' cause of action for failure to provide sick leave pursuant to Labor Code section  
14 246 and the related PAGA claim, which will be unaffected. Put differently, once the *Lara* settlement  
15 is approved, all class and PAGA claims in this action other than the sick leave claims will be  
16 precluded for the time period from February 1, 2020, through the end of the release period in the  
17 *Lara* settlement.

18           Following settlement of the *Lara* Action and the June 8, 2022 status conference  
19 before this Court, the Parties in this action reengaged in arm's-length settlement negotiations in an  
20 effort to resolve the remaining claims and time period at issue in this action on similar terms to the  
21 settlement in the *Lara* Action. The parties met on three separate occasions, and exchanged further  
22 information about the PAGA claims, before reaching an agreement on settlement terms on July 28,  
23 2022.

24           The Settling Parties recognize and acknowledge that, at the time of the execution of  
25 the settlement, there are unsettled questions of law which may have impact on the claims at issue in  
26 the Litigation. The Settling Parties further recognize that they are reaching this settlement in light  
27 of the risks created by all of these unresolved issues, and that all Settling Parties will take all  
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1 reasonable efforts to enforce this Agreement and obtain Court approval for this settlement regardless  
2 of how any such issues of law are or may be decided after this settlement is executed.

3 **IV. DEFENDANT'S DENIAL OF WRONGDOING OR LIABILITY**

4 Defendant denies all of the claims and contentions alleged by the Class  
5 Representatives in the Litigation. Defendant contends that it has meritorious defenses to all of the  
6 class and representative claims. Nonetheless, Defendant has concluded that further conducting the  
7 Litigation would be protracted, disruptive and expensive, and that it is desirable that the Litigation  
8 be fully and finally settled in the manner and upon the terms and conditions set forth in this  
9 Stipulation. Defendant has also taken into account the uncertainty and risks inherent in any  
10 litigation, especially in putative class actions like this Litigation. Defendant has therefore  
11 determined that it is desirable that the Litigation be settled in the manner and upon the terms and  
12 conditions set forth in this Stipulation. The Class Representatives and Class Counsel agree that this  
13 Stipulation will not be deemed any admission of liability or wrongdoing on the part of Defendant,  
14 and that it may not be used in any proceeding to such an effect.

15 **V. CLAIMS OF THE CLASS REPRESENTATIVES AND BENEFITS OF**  
16 **SETTLEMENT**

17 The Class Representatives believe that the claims asserted in the Litigation have  
18 merit and that evidence developed to date supports the claims. Nonetheless, the Class  
19 Representatives and Class Counsel recognize and acknowledge the expense and length of the type  
20 of continued proceedings necessary to prosecute the Litigation against Defendant through trial and  
21 appeals. The Class Representatives and Class Counsel have also taken into account the uncertain  
22 outcome and the risk of continued litigation, especially in putative class actions such as this  
23 Litigation, as well as the difficulties and delays inherent in such litigation. The Class  
24 Representatives and Class Counsel believe that the settlement set forth in the Stipulation confers  
25 substantial benefits upon the Settlement Class. Based upon their evaluation, the Class  
26 Representatives and Class Counsel have determined that the settlement set forth in the Stipulation  
27 is in the best interests of the Settlement Class.

1 **VI. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

2 NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED  
3 by and between the Class Representatives (for themselves and the Settlement Class Members) and  
4 Defendant, with the assistance of their respective counsel of record, that, as among the Settling  
5 Parties, including all Settlement Class Members, the Litigation and the Released Claims shall be  
6 finally and fully compromised, settled and released, and the Litigation shall be resolved as to all  
7 Settling Parties, upon and subject to the terms and conditions of the Stipulation and the Judgment.

8 1. Definitions.

9 As used in all parts of this Agreement, the following terms have the meanings  
10 specified below:

11 1.1 “Administration Costs” means the fees and costs incurred by the  
12 Settlement Administrator to administer this Settlement, which shall not exceed \$16,000.00. These  
13 costs include reasonable fees and expenses related to administering the settlement, including, but  
14 not limited to, printing, distributing, and tracking forms, calculating estimated amounts per Class  
15 Member, tax reporting, distributing payments from the Gross Settlement Amount, providing  
16 necessary reports and declarations, and other duties and responsibilities set forth herein to process  
17 this settlement, as requested by the Settling Parties. All Administration Costs shall be paid from the  
18 Gross Settlement Amount. If the Court awards less than the amount of Administration Costs  
19 requested, any amount not awarded will become part of the Net Settlement Amount for distribution  
20 to Settlement Class Members.

21 1.2 “Attorneys’ Fees” means the amount, not to exceed one-third (1/3) of  
22 the Gross Settlement Amount, finally approved by the Court and awarded to Class Counsel. The  
23 Attorneys’ Fees shall be paid from the Gross Settlement Amount. Defendant will not oppose an  
24 application by Class Counsel for an award of attorneys’ fees that is consistent with this Paragraph.  
25 If the Court awards less than the amount requested, any amount not awarded will become part of  
26 the Net Settlement Amount for distribution to Settlement Class Members.

1                   1.3     “Aggrieved Employees” means all current and former California  
2 employees of Defendant who worked in a non-exempt position listed in Paragraph 52 of the  
3 Complaint at any time during the PAGA Period.

4                   1.4     “AE Pay Periods” means the total number of pay periods that all  
5 Aggrieved Employees collectively worked during the PAGA Period.

6                   1.5     “AE Allocation Periods” means the total number of Individual  
7 Allocation Periods that all Aggrieved Employees collectively worked during the PAGA Period.

8                   1.6     “AE Settlement Amount” means an amount that shall be determined by  
9 dividing the Individual Allocation Periods by the number of AE Allocation Periods and  
10 multiplying the result by \$3,000.00.

11                  1.7     “Class” means all current and former California non-exempt hourly  
12 employees of Defendant who worked in a non-exempt position listed in Paragraph 40 of the  
13 Complaint at any time during the Class Period.

14                  1.8     “Class Allocation Workweeks” means the total number of Individual  
15 Allocation Workweeks that all Aggrieved Employees collectively worked during the Class Period.

16                  1.9     “Class Counsel” or “Plaintiffs’ Counsel” means Brian Van Vleck,  
17 Daniel Turner, and Stuart Kluft of Van Vleck & Turner, LLP.

18                  1.10    “Class Member” means an individual who is a member of the Class, as  
19 defined above.

20                  1.11    “Class Notice” means a notice and associated forms titled “Notice To  
21 Class Members Re: Pendency of a Class Action and Notice of Hearing On Proposed Settlement” to  
22 be approved by the Court, substantially in the form attached hereto as **Exhibit 1**. Prior to mailing,  
23 the Class Notice may be reformatted by the Settlement Administrator, and any such reformatting  
24 shall be subject to approval by Class Counsel and counsel for Defendant.

25                  1.12    “Class Period” means the period from January 20, 2017, through the date  
26 preliminary approval of the Settlement is granted.

27                  1.13    “Class Representatives” or “Plaintiffs” means Maria Manriquez,  
28 Stephanie Morales, and Chaley Ramirez.

1 1.14 “Class Workweeks” means the total number of workweeks that all  
2 Settlement Class Members collectively worked during the Class Period.

3 1.15 “Complaint” means the Fourth Amended Complaint in *Ramirez v. Martin*  
4 *Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation et al.*, Case No. 21STCV02745.

5 1.16 “Court” means the Superior Court for the State of California, County of  
6 Los Angeles.

7 1.17 “Defendant” means Martin Luther King, Jr. Los Angeles (MLK-LA)  
8 Healthcare Corporation, the defendant in the Litigation.

9 1.18 “Defendant Releasees” means Defendant Martin Luther King, Jr. – Los  
10 Angeles (MLK-LA) Healthcare Corporation and all of its employees, agents, and affiliates,  
11 including without limitation parents and subsidiaries, predecessors, successors, divisions, investors,  
12 joint ventures and assigns, any benefit plan maintained by any of them and the trustees, fiduciaries,  
13 and administrators of any such plan, and each and all of these entities’ past or present directors,  
14 officers, employees, agents, partners, members, principals, underwriters, insurers, co-insurers, re-  
15 insurers, shareholders, attorneys, accountants or auditors, banks or investment banks, associates,  
16 and personal or legal representatives.

17 1.19 “Effective Date” means the date on which the Judgment becomes final  
18 and can no longer be appealed or otherwise disturbed because one of the following has occurred: (i)  
19 the time to appeal the Judgment has expired with no appeal filed; (ii) the final affirmance on an  
20 appeal of the Judgment; or (iii) the final dismissal with prejudice of any appeal from the Judgment.  
21 Any proceeding or order, or any appeal or petition for a writ pertaining solely to Class Counsel’s  
22 application for or award of attorneys’ fees shall not, by itself, in any way delay or preclude the  
23 Judgment from becoming final.

24 1.20 “Employer Payroll Taxes” means the payroll taxes and associated  
25 payments customarily borne by the employer when making standard wage payments to employees,  
26 i.e., the employer share of the payroll taxes, including the employer FICA, FUTA, and SDI  
27 contributions. Defendant shall pay its portion of payroll taxes as the Settlement Class Members’  
28 current or former employer separate and apart from the Gross Settlement Amount.

1                   1.21   “Enhancement Payment” means the amount the Court awards to the  
2 Class Representatives, which will not exceed \$5,000 for each individual Class Representative.  
3 This payment shall be paid from the Gross Settlement Amount and is being offered in  
4 consideration for the Class Representatives’ actions in conferring benefits upon the Class and  
5 State of California, the time and effort each of them put into pursuing this litigation, and their fears  
6 of being blacklisted for future employment. Defendant will not oppose an application by the Class  
7 Representatives for an Enhancement Payment consistent with this Paragraph. In exchange for the  
8 Enhancement Payment, and as a condition to receiving their share of that payment, each of the  
9 Class Representatives shall execute a complete and general release of all known and unknown  
10 claims in Defendant Releasees’ favor; provided, however, that the Class Representatives will  
11 retain their claims for alleged violations of the California Family Rights Act (CFRA) and the  
12 Family Medical Leave Act (FMLA), and that Plaintiff Ramirez will retain her claims for alleged  
13 disability discrimination, alleged disability retaliation, and alleged wrongful termination in  
14 violation of public policy based on her disability discrimination allegations, as described in  
15 paragraph 2.10.

16                   1.22   “Final Approval Hearing” means a hearing set by the Court for the  
17 purpose of (i) determining the fairness, adequacy, and reasonableness of the Settlement pursuant to  
18 class action procedures and requirements; and (ii) entering Judgment.

19                   1.23   “Final Approval Order” means an order to be entered by the Court,  
20 granting final approval of this settlement, the proposed form of which will be mutually agreed upon  
21 by the Settling Parties.

22                   1.24   “Gross Settlement Amount” means the gross total amount that will be  
23 paid by Defendant pursuant to this Settlement Agreement, only upon occurrence of the Effective  
24 Date. It is agreed that the Gross Settlement Amount is \$375,000.00, and it is further agreed that  
25 pursuant to the terms of this Settlement Agreement, Defendant will not under any circumstances  
26 pay more than the Gross Settlement Amount. (For avoidance of doubt, this section does not  
27 invalidate Paragraph 1.20, which requires Defendant to pay Employer Payroll Taxes as Settlement  
28 Class Members’ current or former employer on the wage portions of the Individual Class Settlement

1 Payments separate and apart from the Gross Settlement Amount, or Paragraph 2.5.1, which provides  
2 that Defendant has the option to increase the Gross Settlement Amount should the AE Allocation  
3 Periods at the time of final judgment exceed by more than twenty (20) percent the number of AE  
4 Allocation Periods at the time this settlement is filed with the Court.) The Gross Settlement Amount  
5 shall cover all expenses associated with the settlement, which shall be the following, and only the  
6 following: (1) the Individual Settlement Payments to Settlement Class Members; (2) Attorneys'  
7 Fees to Class Counsel, as approved by the Court in an amount not to exceed \$125,000.00;  
8 (3) Litigation Expenses to Class Counsel, as approved by the Court in an amount not to exceed  
9 \$13,500; (4) Enhancement Payments to the Class Representatives, as approved by the Court in an  
10 amount not to exceed \$5,000.00 per Class Representative; (5) administration fees and expenses to  
11 the Settlement Administrator as approved by the Court in an amount not to exceed \$16,000.00; and  
12 (6) the PAGA Settlement Amount to the LWDA and to Aggrieved Employees for the resolution of  
13 claims under California Labor Code section 2698 *et seq.*, which shall be \$12,000.00.

14                   1.25    “Individual Allocation Periods” means the total number of claims per pay  
15 period during which an Aggrieved Employee worked that is not covered by the settlement in the  
16 *Lara* Action. An Aggrieved Employee’s Individual Allocation Periods shall be the sum of (a) five  
17 claims per pay period worked from January 20, 2020, through January 31, 2020, and from the date  
18 of final approval of this Settlement Agreement and entry of the Judgment by the Court in the *Lara*  
19 Action through the date of final approval of this Settlement Agreement and entry of the Judgment  
20 by the Court in this action; and (b) a single claim in each Aggrieved Employee’s Individual Pay  
21 Periods. The five claims referenced in (a) reflect the claims asserted in the Fourth Amended  
22 Complaint for (i) unpaid overtime and failure to pay minimum wages and wages due for all hours  
23 worked, including under alternative workweek rules (Causes of Action 1-3); (ii) failure to provide  
24 meal periods (Cause of Action 4); (iii) failure to provide rest periods (Cause of Action 4); (iv) failure  
25 to provide compliant wage statements (Cause of Action 5); and (v) failure to timely pay wages due  
26 at termination (Cause of Action 6). The single claim for each Aggrieved Employee’s Individual  
27 Pay Period referenced in (b) reflects the claim asserted in the Fourth Amended Complaint for failure  
28 to provide sick leave (Cause of Action 8).

1                   1.26    “Individual Allocation Workweeks” means the total number of claims per  
2 workweek during which a Class Member worked that is not covered by the settlement in the *Lara*  
3 Action. A Class Member’s Individual Allocation Workweeks shall be the sum of (i) five claims per  
4 workweek from January 20, 2017, through January 31, 2020, and from the date the *Lara* Class  
5 Period ends to the date of Preliminary Approval in this action; and (ii) a single claim in each Class  
6 Member’s Individual Workweeks. The five claims during the first time period reflect claims for (i)  
7 unpaid overtime and failure to pay minimum wages and wages due for all hours worked, including  
8 under alternative workweek rules (Causes of Action 1-3); (ii) failure to provide meal periods (Cause  
9 of Action 4); (iii) failure to provide rest periods (Cause of Action 4); (iv) failure to provide compliant  
10 wage statements (Cause of Action 5); and (v) failure to timely pay wages due at termination (Cause  
11 of Action 6). The single claim for each Class Member’s Individual Workweeks reflects the claim  
12 for failure to provide sick leave (Cause of Action 8).

13                   1.27    “Individual Class Settlement Payment” means the gross, total amount due  
14 to an individual Settlement Class Member, which shall be determined by dividing the Settlement  
15 Class Member’s Individual Allocation Workweeks by the Class Allocation Workweeks and  
16 multiplying the result by the Net Class Settlement Amount. The Individual Class Settlement  
17 Payments will be reduced by any required legal deductions for each Settlement Class Member (e.g.,  
18 withholding of taxes).

19                   1.28    “Individual Pay Periods” means the total number of Pay Periods during  
20 which a particular Aggrieved Employee worked during the PAGA Period.

21                   1.29    “Individual Settlement Payment” means the gross, total amount due to an  
22 individual Settlement Class Member and/or Aggrieved Employee, which shall be determined by  
23 adding the individual’s AE Settlement Amount (if any) to the Individual Class Settlement Payment.

24                   1.30    “Individual Workweeks” means the total number of workweeks during  
25 which a Settlement Class Member worked during the Class Period.

26                   1.31    “Judgment” means the judgment to be rendered by the Court pursuant to  
27 this Settlement Agreement.

28

1                   1.32   “LWDA” means the California Labor and Workforce Development  
2 Agency.

3                   1.33   “*Lara Action*” means the action filed against Defendant Martin Luther  
4 King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation by Plaintiff Amy Lara, on behalf of  
5 herself and all similarly situated individuals, in the California Superior Court for the County of Los  
6 Angeles, Case No. 21STCV00642.

7                   1.34   “*Lara Class Period*” means the Class Period covered by settlement in the  
8 *Lara Action*.

9                   1.35   “Last Known Address” means the most recently recorded mailing address  
10 for a Class Member as contained in the personnel records maintained by Defendant.

11                  1.36   “Litigation” or “Lawsuit” means the lawsuit brought by Plaintiffs  
12 entitled *Ramirez v. Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation*,  
13 Superior Court of the State of California for the County of Los Angeles, Case No. 21STCV02745.

14                  1.37   “Litigation Expenses” means the amount that the Court awards to Class  
15 Counsel for payment of actual litigation costs, which shall not exceed \$13,500.00. The Litigation  
16 Expenses will be paid from the Gross Settlement Amount, and Defendant will not oppose an  
17 application by Class Counsel for an award of litigation costs that is consistent with this Paragraph.  
18 The Litigation Expenses are subject to Court Approval. If the Court awards less than the amount  
19 requested, any amount not awarded will become part of the Net Class Settlement Amount for  
20 distribution to Settlement Class Members.

21                  1.38   “Net Settlement Amount” or “NSA” means the Gross Settlement Amount  
22 minus the amounts awarded by the Court for Attorneys’ Fees, Litigation Expenses, the Enhancement  
23 Payment to the Class Representatives, the Administration Costs, and the PAGA Settlement Amount.  
24 If the Court does not approve and/or reduces the amounts of the requested Attorneys’ Fees,  
25 Litigation Expenses, Enhancement Payment, or Administration Costs, then the amount of any such  
26 reduction will become part of the NSA.

1                   1.39 “Notice Mailing Deadline” means the deadline for the Settlement  
2 Administrator to mail the Class Notices, which shall be within thirty (30) business days after entry  
3 of the Preliminary Approval Order.

4                   1.40 “Opt Out” or “Request for Exclusion” means the written and signed  
5 requests by Class Members to be excluded from the Settlement Class, which are submitted in the  
6 manner specified in the Class Notice, postmarked no later than the Response Deadline.

7                   1.41 “PAGA” means the Private Attorneys General Act of 2004, California  
8 Labor Code §§ 2698 *et seq.*, as amended.

9                   1.42 “PAGA Settlement Amount” means the \$12,000.00 of the Gross  
10 Settlement Amount allocated to satisfy the PAGA penalty claim alleged in the Complaint. Seventy-  
11 five percent (75%) of the PAGA Settlement Amount (\$9,000.00) shall be paid to the LWDA and  
12 twenty-five percent (25%) of the PAGA Settlement Amount (\$3,000.00) shall be distributed to  
13 Aggrieved Employees on a *pro rata* basis as described in Paragraph 1.6.

14                   1.43 “PAGA Period” means the period from January 20, 2020, through the  
15 date of final approval of this Settlement Agreement and entry of the Judgment by the Court, unless  
16 the PAGA Period is ended earlier in accordance with Paragraph 2.5.1.

17                   1.44 “Plaintiffs’ Released Unknown Claims” means any and all claims which  
18 any Class Representative does not know or suspect to exist in her favor at the time of the entry of  
19 the Judgment, and which, if known by her might have affected her settlement with and release of  
20 the Defendant Releasees or might have affected her decision not to object to this settlement. With  
21 respect to any and all such claims, the Settling Parties agree that, upon the Effective Date, each  
22 Class Representative shall expressly be deemed to have, and by operation of the Judgment shall  
23 have, waived the provisions, rights and benefits of California Civil Code section 1542, which  
24 provides:

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

1 A Class Representative may hereafter discover facts in addition to or different from those  
2 which she now knows or believes to be true with respect to the subject matter of the Released  
3 Claims, but the Class Representative, upon the Effective Date, shall be deemed to have, and by  
4 operation of the Judgment shall have, fully, finally, and forever settled and released any and all  
5 Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,  
6 whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of  
7 law or equity now existing or coming into existence in the future provided, however, that the Class  
8 Representatives will retain their claims for alleged violations of the California Family Rights Act  
9 (CFRA) and the Family Medical Leave Act (FMLA), and that Plaintiff Ramirez will retain her  
10 claims for alleged disability discrimination, alleged disability retaliation, and alleged wrongful  
11 termination in violation of public policy based on her disability discrimination allegations, as  
12 described in paragraph 2.10. Each Class Representative acknowledges that the foregoing waiver  
13 was separately bargained for and a key element of the settlement of which this release is a part.

14 1.45 "Preliminary Approval Order" means an order entered by the Court  
15 preliminarily approving of this settlement.

16 1.46 "Released Claims" means Released Class Claims, as defined in Paragraph  
17 1.47, and Released PAGA Claims, as defined in Paragraph 1.48.

18 1.47 "Released Class Claims" collectively means any and all claims, demands,  
19 rights, liabilities and causes of action, including statutory, constitutional, contractual or common  
20 law claims, for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys'  
21 fees, litigation costs, restitution, or equitable relief, whether known or unknown, arising during the  
22 Class Period for (1) failure to pay overtime compensation; (2) failure to pay overtime compensation  
23 under alternative workweek rules; (3) failure to pay minimum wages for all hours worked; (4) failure  
24 to provide off-duty meal and rest breaks; (5) failure to issue accurate itemized pay statements; (6)  
25 failure to pay all wages due; (7) unfair and unlawful business practices as a violation of the unfair  
26 competition law pursuant to California Business and Professions code secs. 17200, et seq. relating to  
27 or arising out of causes of action 1-6 and 8; (8) failure to provide sick leave; and (9) a representative  
28 action for civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") for claims

1 arising out of or related to causes of action 1-6 and 8. (10) any other claims pled in or reasonably  
2 arising out of the facts alleged in the Complaint. Released Class Claims include claims for damages,  
3 penalties or any other remedies under any statute or regulation or other provision of law, based on  
4 the facts alleged in the Complaint, including without limitation (i) claims under California Labor  
5 Code sections 200, 201, 201.3, 202, 203, 204, 204.1, 206.5, 219, 221, 223, 226, 226.2, 226.3, 226.7,  
6 246, 248.5, 510, 511, 512, 516, 558, 1182.12, 1194, 1197, 1197.1, 1198, 2751 and 2810.5; claims  
7 under California Business and Professions Code section 17200 *et seq.* based on the preceding  
8 sections; and claims under the applicable California Industrial Welfare Commission Wage Order;  
9 (ii) claims under Los Angeles Municipal Code sections 187.02 and 187.04; (iii) claims, based on  
10 the facts alleged in the Complaint, for injunctive relief, restitution, disgorgement, accounting,  
11 declaratory relief, or other equitable relief; and (iv) any and all claims, based on the facts alleged in  
12 the Complaint, for interest, costs, or attorney fees, including without limitation claims under  
13 California Labor Code sections 218.5, 1194 & 2698 *et seq.* and California Code of Civil Procedure  
14 section 1021.5. Each Settlement Class Member may hereafter discover facts in addition to or  
15 different from those which the Settlement Class Member now knows or believes to be true with  
16 respect to the subject matter of the Released Claims, but each Settlement Class Member, upon the  
17 Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally,  
18 and forever settled and released any and all Released Class Claims. For the sake of clarity, the  
19 Settling Parties agree that unknown Released Class Claims include only those claims that meet the  
20 definition of Released Class Claims and do not include claims that do not meet the definition of  
21 Released Class Claims. As such, for example, unknown Released Class Claims do not include  
22 claims for any relief for wrongful termination, retaliation, unlawful harassment, Workers'  
23 Compensation, or other claims that do not arise from the facts alleged in the Complaint.

24               1.48     “Released PAGA Claims” means all claims for PAGA penalties that were  
25 alleged, or reasonably could have been alleged, arising during the PAGA Period, based on facts  
26 stated in the Complaint, the PAGA Notice, and/or ascertained in the course of the Litigation,  
27 including but not limited to claims for (i) unpaid overtime and failure to pay minimum wages and  
28 wages due for all hours worked, including under alternative workweek rules; (ii) failure to provide

1 meal periods; (iii) failure to provide rest periods; (iv) failure to provide sick leave; (v) failure to  
2 provide compliant wage statements; and (vi) failure to timely pay wages due at termination.  
3 Released PAGA Claims include claims for civil penalties under California Labor Code section 2698  
4 *et seq.* based on the following sections of the California Labor Code: 201, 202, 203, 204, 204.1,  
5 206.5, 219, 221, 223, 226, 226.2, 226.3, 226.7, 510, 511, 512, 516, 558, 1182.12, 1194, 1197,  
6 1197.1, and 1198, 2751 and 2810.5, or any other statute or regulation or other provision of law for  
7 the violation of which civil penalties may be recovered under PAGA based on the facts alleged in  
8 the Complaint.

9 1.49 “Response Deadline” means the deadline for all Class Members to  
10 respond to the Class Notice, which shall be forty-five (45) days after the Class Notice is mailed.

11 1.50 “Settlement Administrator” means Simpluris, the third-party settlement  
12 administration firm.

13 1.51 “Settlement Agreement” or “Agreement” means this settlement  
14 agreement entered into by the Settling Parties.

15 1.52 “Settlement Class” means the collective group of all Class Members who  
16 do not request exclusion from the Settlement Class.

17 1.53 “Settlement Class Member” means a Class Member who has not  
18 requested exclusion from the Settlement Class. For the avoidance of doubt, all Settlement Class  
19 Members also qualify as Aggrieved Employees.

20 1.54 “Settling Parties” means Defendant and Class Representatives on behalf  
21 of themselves and all Members of the Settlement Class.

22 1.55 “Updated Address” means a mailing address that was updated via a  
23 Reasonable Address Verification Measure or Secondary Address Verification Measure, or via an  
24 updated mailing address provided by the United States Postal Service or a Class Member.

25 2. **The Settlement.**

26 2.1 ***Taxes.***

1                   2.1.1     Defendant, through the Settlement Administrator, and according to the  
2 terms, conditions, and procedures set forth in this Settlement Agreement, shall pay each Settlement  
3 Class Member his or her Individual Class Settlement Payment. Each Settlement Class Member's  
4 gross Individual Class Settlement Payment will be apportioned as follows: 20% as wages and 80%  
5 as non-wages (including penalties and interest). The amounts paid as wages shall be subject to all  
6 tax withholdings customarily made from an employee's wages and all other authorized and  
7 required withholdings customarily made from an employee's wages, and shall be reported on IRS  
8 Form W-2 by the Settlement Administrator. The amounts paid as penalties and interest shall be  
9 subject to all authorized and required withholdings customarily made from employees' wages other  
10 than tax withholdings, and shall be reported on IRS Form 1099 by the Settlement Administrator.

11                   2.1.2     Other than the withholding and reporting requirements set forth herein,  
12 each Settlement Class Member shall be responsible for the reporting and payment of any federal,  
13 state and/or local income or other tax or any other withholdings, if any, on his or her Individual  
14 Settlement Payment. Each Class Representative shall be responsible for reporting any taxes or  
15 withholdings on any payments made to her pursuant to this Settlement Agreement. Likewise, Class  
16 Counsel shall be responsible for reporting any taxes or withholdings on any payments made to  
17 Class Counsel pursuant to this Settlement Agreement. Defendant makes no representations, and it  
18 is understood and agreed that Defendant has made no representations, as to the taxability of any  
19 portions of the Individual Settlement Payments to any Settlement Class Members or Aggrieved  
20 Employees, the payment of any costs or an award of attorneys' fees, or any payments to the Class  
21 Representatives. The Class Notice will advise Class Members that they can seek their own tax  
22 advice prior to acting in response to that notice, and the Class Representatives and Class Counsel  
23 agree that Class Members will have an adequate opportunity to seek tax advice prior to acting in  
24 response to the Class Notice.

25                   2.2     ***No Effect on Employee Benefits.*** The Enhancement Payment and  
26 Individual Settlement Payments paid to Plaintiffs and Settlement Class Members and Aggrieved  
27 Employees shall not be deemed to be pensionable earnings and shall not have any effect on the  
28 eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay,

1 retirement plans, etc.) of Plaintiffs or the Settlement Class Members or Aggrieved Employees.  
2 Defendant will not, unless otherwise required by law, make from the Individual Settlement  
3 Payments any additional deductions, withholdings or payments, including without limitation,  
4 medical or other insurance payments or premiums, employee 401(k) or 403(b) contributions or  
5 matching employer contributions, wage garnishments, or charity withholdings.

6                   2.3     **PAGA Notice.** The Class Representatives agree to take all reasonable  
7 steps to comply with the notice requirements of California Labor Code section 2699(l). At the time  
8 of filing the Preliminary Approval Motion, the Class Representatives shall provide notice of the  
9 settlement set forth in this Settlement Agreement to the LWDA through that agency's Internet portal  
10 and shall provide concurrent proof to Defendant and the Court that they have done so. Following  
11 the Court's entry of Judgment, the Class Representatives shall submit the Judgment to the LWDA  
12 and shall provide concurrent proof to Defendant and the Court that they have done so. The Settling  
13 Parties agree that the release of PAGA claims contained herein is binding on the Class  
14 Representatives, the Aggrieved Employees, Defendant, and the State of California.

15                   2.4     **Preliminary Approval.**

16                   2.4.1     Plaintiffs, through their counsel of record, shall move for preliminary  
17 approval of this settlement pursuant to California Rule of Court 3.760, *et seq.*, and shall file this  
18 Settlement Agreement with the Court. Class Counsel will provide Defendant's counsel with an  
19 advance copy of the preliminary approval motion at least three business days prior to filing so that  
20 Defendant's counsel may provide any comments prior to filing. Via this submission, Plaintiffs  
21 shall request that the Court conditionally certify the Class, preliminarily approve this Settlement,  
22 order the Class Notice be disseminated pursuant to this Settlement Agreement, enter the  
23 Preliminary Approval Order, and schedule the Final Approval Hearing.

24                   2.4.2     If the Court enters the Preliminary Approval Order, then at the resulting  
25 Final Approval Hearing, the Settling Parties, through their counsel of record, shall address any  
26 written objections from Class Members or any concerns from Class Members who attend the Final  
27 Approval Hearing as well as any concerns of the Court, and shall and hereby do, unless provided  
28

1 otherwise in this Agreement, agree to final approval of this Settlement Agreement and entry of the  
2 Judgment by the Court.

3                   2.5     ***Defendant's Election.***

4                   2.5.1     If by the date the Court enters the final approval of this Settlement  
5 Agreement and entry of the Judgment by the Court the number of pay periods which all Aggrieved  
6 Employees worked exceeds the number of pay periods which all Aggrieved Employees worked as  
7 of the date this Agreement is signed by more than twenty (20) percent, Defendant shall elect between  
8 the following two options: (a) to increase the PAGA Settlement Amount and thereby the Gross  
9 Settlement Amount pro-rata, based on the percentage of pay periods over the twenty (20) percent  
10 threshold, e.g., if the number of pay periods on the date of the Preliminary Approval Order exceeds  
11 the number of pay periods on the date this Agreement is signed by twenty-five (25) percent, the  
12 PAGA Settlement Amount shall increase by five (5) percent and thereby the Gross Settlement  
13 Amount shall increase by \$600.00; or (b) to limit the PAGA settlement period to January 20, 2020,  
14 through the date as of which the number of pay periods exceeds the amount on the date this  
15 Agreement is signed by 20 percent.

16                   2.6     ***Notice to Class Members.***

17                   2.6.1     After the Court enters its Preliminary Approval Order, every Class  
18 Member will be provided with the Class Notice in accordance with the procedures set forth herein.

19                   2.6.2     **Class Database.** Within twenty-one (21) calendar days after entry of the  
20 Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic  
21 database ("Class Database"), which will list for each Class Member and Aggrieved Employee: (1)  
22 first and last name; (2) Last Known Address; (3) social security number, if known; (4) whether the  
23 Class Member or Aggrieved Employee is a current or former employee; (5) the total number of  
24 Individual Allocation Workweeks for each Class Member and Individual Allocation Periods for  
25 each Aggrieved Employee. The Settlement Administrator will calculate the amount of each Class  
26 Member's Individual Class Settlement Payment with the allocation to wages (20%) and non-wage  
27 recovery (80%); the amount of each Aggrieved Employee's AE Settlement Amount; and the total  
28 Individual Settlement Payment for each Class Member and/or Aggrieved Employee. By approving

1 this settlement, the Court will be deemed to have authorized Defendant to provide the Settlement  
2 Administrator with the social security numbers of the Class Members. If any or all of this  
3 information is unavailable to Defendant, Defendant will so inform Plaintiffs' Counsel and the  
4 Parties will make their best efforts to reconstruct the unavailable information or otherwise agree  
5 upon how to proceed in the absence thereof. The Settlement Administrator will conduct a skip  
6 trace for the address of all Class Members who are former employees of Defendant. The Database  
7 shall be based on Defendant's payroll, personnel, and other business records. The Settlement  
8 Administrator shall maintain the Database and all data contained within the Database as private  
9 and confidential. Class Counsel will not be provided with a copy of, or access to, the Database,  
10 but the Administrator can share information with Class Counsel that is necessary for Class Counsel  
11 to fulfill their obligations to Class Members.

12                   **2.6.3 Confirmation Prior to Notice Mailing.** The Settlement Administrator  
13 shall inform Class Counsel that the total of the Individual Settlement Payments is, or is not, equal  
14 to the maximum amount for payments to Settlement Class Members. For avoidance of doubt,  
15 amounts of Individual Settlement Payments to Settlement Class Members will not be provided to  
16 the Class Representatives or Class Counsel, unless agreed upon by the Parties. The Settlement  
17 Administrator shall also provide a formatted Class Notice, after entry of the Preliminary Approval  
18 Order and before the mailing of the Class Notice, seeking the Parties' approval of the Class Notice  
19 prior to mailing.

20                   **2.6.4 Notice Mailing.** Within thirty-five (35) calendar days of entry of the  
21 Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all  
22 identified Class Members at their Last Known Addresses via first class mail through the United  
23 States Postal Service, postage pre-paid.

24                   **2.6.5 Notice Contents.** The Class Notice shall include instructions on how to  
25 opt out of or object to the settlement. The mailing enclosing the Class Notice will not contain any  
26 other materials, and no other materials will be sent to any Class Member unless by the Settlement  
27 Administrator or Class Counsel in response to a submission or inquiry from a Class Member in  
28

1 response to the Class Notice. The Class Notice and its envelope or covering shall be marked to  
2 denote the return address of the Settlement Administrator stated on the Class Notice.

3                   **2.6.6 Updated Addresses Prior to Class Notice Mailing.** Prior to mailing the  
4 Class Notice to each Class Member, the Settlement Administrator shall conduct a search for  
5 Updated Addresses for all Class Members using the National Change of Address Database  
6 maintained by the United States Postal Service, to review the accuracy of the last mailing address  
7 known by Defendant, and, if possible, update Class Members' mailing addresses. To the extent  
8 this process yields an Updated Address, that Updated Address shall replace the Last Known  
9 Address and be treated as the new Last Known Address for purposes of this Settlement Agreement  
10 and for subsequent mailings in particular.

11                   **2.6.7 Class Notice Sent via Mail.** The Class Notice shall be mailed to the Last  
12 Known Addresses of the Class Members no later than the Notice Mailing Deadline.

13                   **2.6.8 Undeliverable – Efforts to Find Updated Address.** In the event a Class  
14 Notice is returned to the Settlement Administrator by the United States Postal Service as  
15 undeliverable because the address of the recipient is no longer valid, *i.e.*, the envelope is marked  
16 "Return to Sender," the Settlement Administrator shall conduct a Secondary Address Verification  
17 Measure within five (5) days to attempt to ascertain a current address of the particular Class  
18 Member in question to locate an Updated Address. A "Secondary Address Verification Measure"  
19 is an effort to ascertain the specific Class Member's address through the use of a standard skip trace  
20 procedure (such as Lexis/Nexis Accurint).

21                   **2.6.9 Undeliverable – Updated Address Found.** If an address is ascertained  
22 through the Settlement Administrator's Secondary Address Verification Measure, the Settlement  
23 Administrator will re-send that Class Notice within five (5) days of receiving the updated address.  
24 If the re-sent Class Notice is not returned as undeliverable, the new address found as a result of the  
25 Settlement Administrator's secondary verification measure will be the Updated Address and shall  
26 be deemed as the new Last Known Address for purposes of this Settlement Agreement and for  
27 subsequent mailings in particular. In the event that a second address is ascertained by the  
28

1 Settlement Administrator, the Class Notice will be deemed to have been delivered upon the second  
2 mailing of the Class Notice to the Last Known Address.

3           **2.6.10 Undeliverable – Forwarding Address Provided.** In the event a Class  
4 Notice is returned to the Settlement Administrator by the United States Postal Service with a  
5 forwarding address for the recipient, the Settlement Administrator shall re-send the Class Notice  
6 to that forwarding address within five (5) days of receiving such information. If the Class Notice  
7 is not returned as undeliverable, the forwarding address shall be deemed the Last Known Address  
8 for purposes of this Settlement Agreement and for subsequent mailings in particular.

9           **2.6.11 Undeliverable – No Updated Address Found.** In the event a Class  
10 Notice is returned to the Settlement Administrator by the United States Postal Service as  
11 undeliverable because the address of the recipient is no longer valid, i.e., the envelope is marked  
12 “Return to Sender,” and the Settlement Administrator conducts a Secondary Address Verification  
13 Measure that does not result in an Updated Address, then the Class Notice will be deemed delivered  
14 to the Class Member.

15           **2.6.12 Undeliverable.** In the event that the Class Notice is returned by the  
16 United States Postal Service as undeliverable because the address of the recipient is no longer valid,  
17 i.e., the envelope is marked “Return to Sender,” and no Updated Address can be found for that  
18 Class Member as a result of a Secondary Address Verification Measure, or any mailing to any  
19 Updated Address is returned as undeliverable, the Class Notice will be deemed to have been  
20 delivered upon the second mailing of the Class Notice to the Last Known Address.

21           **2.6.13 Weekly Status Reports.** The Settlement Administrator shall provide a  
22 weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator  
23 will inform Class Counsel and Defendant’s counsel of the number of Class Notices mailed, the  
24 number of Class Notices returned as undeliverable and re-sent, the number of Class Notices deemed  
25 finally undeliverable via mail and mail resulting in a deemed opt-out, the number of opt-outs and  
26 objections, and the number of open and resolved class member disputes (as discussed in paragraph  
27 2.7.10 below).

28           **2.7 Responses to the Class Notice and Motion for Final Approval.**

1                   2.7.1     Class Members have the option to participate in this Lawsuit at their own  
2     expense by obtaining their own attorney(s). Class Members who choose this option will be  
3     responsible for any attorneys' fees or costs incurred as a result of this election. The Class Notice  
4     will advise Class Members of this option.

5                   2.7.2     **Objections to Settlement.** Class Members may also object to the  
6     Settlement Agreement by submitting written objections to the Settlement Administrator no later  
7     than the Response Deadline. The Class Notice will advise Class Members of this option. The  
8     Settlement Administrator shall provide any such objections to Class Counsel and Defendant's  
9     counsel immediately upon receipt and shall file the objection with the Court. If the Settlement  
10    Administrator is unable to file the objection, it will notify counsel for the Settling Parties and  
11    Defendant's counsel will file the objection with the Court.

12                  2.7.3     **Format of Objection.** Any objections shall state: (a) the case name  
13    (*Chaley Ramirez v. Martin Luther King, Jr. Los Angeles (MLK-LA) Healthcare Corporation., et al.*) and  
14    case number (21STCV02745); (b) the objecting person's or his/her attorney's full name, address,  
15    and telephone number; (c) the words "Notice of Objection" or "Formal Objection"; (d) a  
16    description, in clear and concise terms, of the legal and factual arguments supporting the objection;  
17    (e) a list of identifying witness(es) the objector may call to testify at the Final Approval Hearing;  
18    (f) true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval  
19    Hearing; and (g) a statement indicating whether the objection applies only to the objector, to a  
20    specific subset of the Class, or to the entire Class.

21                  2.7.4     **Notice of Intent to Appear in Support of Objection.** Class Members  
22    who timely submit valid objections to the settlement may (though are not required to) appear at the  
23    Final Approval Hearing, either on their own behalf or through the objector's own counsel. The  
24    Class Notice will request that the objector notify the Parties of the objector's intent to appear at the  
25    Final Approval Hearing by mailing or by filing a Notice of Intent to Appear with the Court by the  
26    Response Deadline. For those individuals who have submitted objections, and if there is a change  
27    in the date and/or location of the Preliminary Approval, the Administrator will provide a separate  
28    mailed notice to those individuals.

1                   **2.7.5 Class Member Address Changes.** Class Members who, for future  
2 reference and mailings from the Court or Settlement Administrator, if any, wish to change the name  
3 or address listed on the envelope in which the Class Notice was first mailed to them, may do so by  
4 contacting the Settlement Administrator at the toll-free telephone number or mailing address  
5 provided in the Class Notice.

6                   **2.7.6 Requests for Exclusion (“Opt Out”).** Class Members may request  
7 exclusion from or “opt out” of the Settlement Class. The Class Notice will provide that Class  
8 Members who wish to exclude themselves from the Settlement must mail to the Settlement  
9 Administrator a written request for exclusion postmarked by the Response Deadline. The Class  
10 Representatives shall not opt out of the class.

11                   **2.7.7 Format of Request for Exclusion.** The written request for exclusion  
12 must: (a) state the Class Member’s name, address, telephone number, and last four numbers of their  
13 social security number or employee identification number; (b) state the Class Member’s intention  
14 to exclude themselves from or opt-out of the settlement (*e.g.*, “I want to exclude myself from this  
15 settlement. I also understand that I retain all rights to sue the Defendant for the claims asserted in  
16 this lawsuit.”); (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member  
17 or his or her lawful representative; (e) be postmarked no later than the Response Deadline. If a  
18 fully completed and properly executed Request for Exclusion is not received by the Settlement  
19 Administrator from a Class Member postmarked on or before the Response Deadline, then that  
20 Class Member will be deemed to have forever waived his or her right to opt out of the Settlement  
21 Class and will become a Settlement Class Member. Those portions of the Gross Settlement  
22 Amount for Settlement Class Members attributable to Class Members who submit valid Requests  
23 for Exclusion shall become part of the Net Settlement Amount, distributable to Settlement Class  
24 Members.

25                   **2.7.8 Effect of “Opt Out.”** Any Class Member who returns a timely, valid,  
26 and executed request for exclusion will not participate in or be bound by the settlement and  
27 subsequent judgment and will not receive an Individual Settlement Payment. The Class Member  
28

1 who elects to opt out shall not be entitled to any benefit as a result of this Litigation, nor be allowed  
2 to object to this settlement.

3           **2.7.9 Failure to “Opt Out.”** Class Members who do not opt out of the  
4 Settlement Class, as described in this Settlement Agreement, shall be deemed Settlement Class  
5 Members and shall be subject to the Judgment regardless of whether they ultimately negotiate their  
6 settlement checks.

7           **2.7.10 Class Member Disputes.** The Class Notice shall contain, in the  
8 appropriate space, the Class Member’s estimated Individual Settlement Payment and number of  
9 Individual Workweeks. Class Members are not required to submit any form in order to receive  
10 their Individual Settlement Payments as Settlement Class Members. If a Class Member wishes to  
11 dispute these estimates and seek a larger Individual Settlement Payment or additional Individual  
12 Workweeks, the Class Member must submit to the Settlement Administrator, in advance of the  
13 Response Deadline, a signed dispute form explaining the reasons for disputing the estimates, the  
14 number of Individual Workweeks the Class Member contends is correct, and any supporting  
15 documents. In the absence of such documentation, the Class Database will be controlling. No  
16 dispute will be valid if postmarked after the Response Deadline. Counsel for the Settling Parties  
17 shall meet and confer on all such disputes following the Response Deadline in an effort to resolve  
18 them. If any disputes remain unresolved following this meet and confer effort, the Settling Parties  
19 shall seek the guidance of the Settlement Administrator and resolve the matter on the basis of this  
20 guidance. If no compromise is reached, the dispute can be presented to the Court for resolution.  
21 In any such dispute, the Defendant’s records shall be entitled to presumptive weight.

22           **2.7.11 Settlement Administrator’s Report.** No later than fifteen (15) calendar  
23 days after the Response Deadline, the Settlement Administrator will provide Counsel for the  
24 Settling Parties with a complete and accurate accounting of the number of Class Notices mailed to  
25 Class Members, the number of Class Notices returned as undeliverable and re-mailed, the number  
26 of Class Notices deemed finally undeliverable via mail and mail resulting in a deemed opt-out, the  
27 number of valid and invalid opt-outs, the number of objections, and the number of open and  
28 resolved class member disputes.

1                   2.7.12   **Settlement Administrator’s Declaration.** No later than twenty-one (21)  
2 calendar days after the Response Deadline or at the request of the Parties, whichever comes first,  
3 the Settlement Administrator will provide the Parties with a declaration of due diligence setting  
4 forth its compliance with its obligations under this Agreement. The declaration from the Settlement  
5 Administrator will be filed with the Court by Class Counsel at the time the final approval motion  
6 is filed. Before the Final Approval Hearing, the Settlement Administrator will supplement its  
7 declaration of due diligence if any material changes occur subsequent to the filing date of its prior  
8 declaration.

9                   2.7.13   **No Solicitation of Objections or Requests for Exclusion.** Neither the  
10 Parties nor their respective counsel will solicit or otherwise encourage any Class Member, directly  
11 or indirectly, to object to the settlement, request exclusion from the settlement, dispute an estimated  
12 Individual Settlement Payment, or appeal from the Judgment.

13                   2.8       ***Final Approval, Judgment, and Appeals.***

14                   2.8.1     **Final Approval.** Class Counsel will file motions and memorandums in  
15 support thereof for Final Approval of the settlement and the following payments in accord with the  
16 terms of the Settlement Agreement: (a) Attorneys’ Fees; (b) Litigation Expenses;  
17 (c) Administrative Costs; (d) Enhancement Payments; and (e) the PAGA Settlement Amount.  
18 Class Counsel will also move the Court for an order of Final Approval (and associated entry of  
19 Judgment) releasing and barring any Released Class Claims of the Settlement Class Members and  
20 Released PAGA Claims of the Aggrieved Employees. Defendant will not oppose these motions  
21 provided they are consistent with this Agreement. The Settling Parties shall take all reasonable  
22 efforts to secure entry of the Order of Final Approval and Judgment. The Class Representatives  
23 shall submit the Judgment in this matter to the LWDA within ten (10) days after receipt of the  
24 Judgment.

25                   2.8.2     **Denial or Appeal of Final Approval.** If the Court does not grant Final  
26 Approval of this settlement, or if the Court’s Final Approval of the settlement is reversed or  
27 materially modified on appellate review, then this Settlement Agreement shall be void *ab initio*,  
28 and Defendant shall have no obligation to make any payments under the Settlement Agreement,

1 except that Defendant agrees to be solely responsible for paying any fees owing to the Settlement  
2 Administrator as a result of this Agreement. An award by the Court of a lesser amount than sought  
3 by Plaintiffs and Class Counsel for the Enhancement Awards, Attorneys' Fees, or Litigation  
4 Expenses will not constitute a material modification to the settlement within the meaning of this  
5 paragraph.

6                   **2.8.3 Proposed Order and Judgment.** Upon Final Approval of the settlement,  
7 the Settling Parties shall present to the Court an agreed upon proposed Final Approval Order,  
8 approving of the settlement and entering Judgment in accordance therewith. After entry of  
9 Judgment, the Court shall have continuing jurisdiction over the Litigation for purposes of:  
10 (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3)  
11 addressing such post-Judgment matters as may be appropriate under Court rules and applicable  
12 law.

13                   **2.8.4 Waiver of Right to Appeal.** Provided that the Judgment is consistent  
14 with the terms and conditions of this Settlement Agreement, the Parties and their respective counsel  
15 waive any and all rights to appeal from the Judgment, including but not limited to all rights to any  
16 post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside  
17 judgment, and any extraordinary writ. The Judgment will become non-appealable at the time it is  
18 entered. The waiver of appeal does not include any waiver of Plaintiffs' and or Class Counsel's  
19 right to appeal a reduction of the amounts requested for the Enhancement Awards, Attorneys' Fees,  
20 or Litigation Expenses, or to oppose any appeal, appellate proceeding, or post-judgment  
21 proceeding. For avoidance of doubt, this provision does not restrict any party's right to oppose any  
22 appeal filed by any Class Members, in the event that a Class Member timely objected to the  
23 settlement and ultimately appeals the Judgment.

24                   **2.8.5 Vacating, Reversing, or Modifying Judgment on Appeal.** If, on appeal,  
25 the reviewing court vacates, reverses, or modifies the Judgment such that there is a material  
26 modification of the settlement, and that court's decision is not completely reversed and the  
27 Judgment is not fully affirmed on review by a higher court, then this Settlement Agreement will  
28 become null and void and the Settling Parties will have no further obligations under it. A material

1 modification would include, but not necessarily be limited to, any alteration of the Gross Settlement  
2 Amount, any alteration in the calculation of the Net Settlement Amount or PAGA Settlement  
3 Amount, and any change to the calculation of the Individual Settlement Payments.

4 **2.9 Funding and Disbursement of Settlement.**

5 **2.9.1 Funding the Settlement.** Defendant shall wire to the Settlement  
6 Administrator the Gross Settlement Amount (and if necessary, an increase subject to Paragraph  
7 2.5.1 herein) within fifteen (15) business days of the Effective Date, unless no objection has been  
8 made to the Settlement by any Class Member at the Final Approval Hearing, in which case  
9 Defendant shall wire the Settlement Amount (and if necessary, an increase subject to Paragraph  
10 2.5.1 herein) within five (5) business days of the Effective Date .

11 **2.9.2 Disbursement of Settlement.** Within fifteen (15) calendar days after the  
12 Effective Date, the Settlement Administrator shall disburse: (1) the Net Class Settlement Amount  
13 to be paid to Settlement Class Members; (2) the Attorneys' Fees and Litigation Expenses, as  
14 approved by the Court, to Class Counsel; (3) the Enhancement Payments, as approved by the Court,  
15 to the Class Representatives; (4) the Administration Costs, as approved by the Court, to the  
16 Settlement Administrator; and (5) the PAGA Settlement Amount, as approved by the Court, to the  
17 LWDA and Aggrieved Employees. Following disbursement, the Settlement Administrator shall  
18 provide counsel for the Settling Parties with a written confirmation of the disbursement mailing.

19 **2.9.3 Class Member Checks.** The Settlement Administrator shall issue to each  
20 Settlement Class Member one check payable to the Settlement Class Member from the qualified  
21 settlement account (administered by the Settlement Administrator but funded by Defendant) for  
22 the Individual Settlement Payment, less applicable taxes and withholdings. The Settlement  
23 Administrator shall mail this check to each Settlement Class Member at his or her Last Known  
24 Address, or Updated Address if obtained. Notice of Final Judgment to the Class will be given by  
25 the Administrator via posting online through an online landing page. The link for the landing  
26 pagewill be provided by the Administrator to the Class Members.

27 **2.9.4 Checks to Aggrieved Employees That Are Not Settlement Class**  
28 **Members.** The Settlement Administrator shall issue to each Aggrieved Employee who is not a

1 Settlement Class Member one check payable to the Aggrieved Employee that is not a Settlement  
2 Class Member from the qualified settlement account (administered by the Settlement Administrator  
3 but funded by Defendant) for such Aggrieved Employee's share of the PAGA Settlement Amount.  
4 The Settlement Administrator shall mail this check to each Aggrieved Employee who is not a  
5 Settlement Class Member at his or her Last Known Address as provided by Defendant in a format  
6 substantially similar to the database of Class Member contact information as provided in paragraph  
7 2.6.2 within fifteen (15) business days after the Effective Date. The Settlement Administrator will  
8 use the same process to obtain an Updated Address for Aggrieved Employees as for the notice  
9 mailing for Settlement Class Members as provided in paragraphs 2.6.6 and 2.6.8 to 2.6.12.

10                   **2.9.5      Uncashed Checks and Reminder Postcard.**      Checks issued to  
11 Settlement Class Members, and Aggrieved Employees who are not Settlement Class Members,  
12 pursuant to this Agreement shall remain negotiable for a period of one hundred eighty (180) days  
13 from the date of mailing. If any checks are not redeemed or deposited within ninety (90) calendar  
14 days after mailing, the Settlement Administrator will send a reminder postcard indicating that  
15 unless the check is redeemed or deposited before the expiration date, it will expire and become  
16 non-negotiable, and offering to replace the check if it was lost or misplaced. If any checks remain  
17 unredeemed or not deposited upon expiration of the one hundred eighty (180) day period during  
18 which settlement checks are negotiable, the Settlement Administrator shall tender the check to the  
19 Community Coalition Los Angeles, located at 8101 Vermont Avenue, Los Angeles, CA 90044.  
20 Settlement Class Members and Aggrieved Employees who fail to negotiate their settlement checks  
21 in a timely fashion shall remain subject to the terms of the Judgment.

22                   **2.9.6      Post-Distribution Accounting and Settlement Administrator's Final**  
23 **Report.** Within ten (10) business days of the disbursement of all funds, the Settlement  
24 Administrator will serve on counsel for the Settling Parties a declaration providing a final report  
25 on the disbursements of all funds. This declaration will include an easy-to-read chart that provides  
26 the following information: (1) the total Gross Settlement Amount; (2) the total number of  
27 Settlement Class Members; (3) the total number of Class Members to whom the Class Notice was  
28 sent and not returned as undeliverable; (4) the number and percentage of opt-outs from the

1 settlement; (5) the number and percentage of objections; (6) the average and median recovery per  
2 Settlement Class Member; (7) the total number of Aggrieved Employees who are not Settlement  
3 Class Members; (8) the average and median recovery per Aggrieved Employee who is not a  
4 Settlement Class Member; (9) the administrative costs; (10) the Attorneys' Fees and Litigation  
5 Expenses; (11) the Attorneys' Fees as a percentage of the Gross Settlement Amount. Within  
6 twenty-one (21) calendar days of distribution of the Gross Settlement Amount, the Parties shall file  
7 this Post-Distribution Accounting with the Court. The Settlement Administrator will also provide  
8 a declaration at the expiration of the check-cashing deadline which details the information listed  
9 herein as well as the amount of uncashed funds. The Settlement Administrator will provide any  
10 other supplemental declaration required by the Court.

11                   2.10    ***Releases.***

12                   2.10.1   **Settlement Class Members.** Upon the Effective Date, each of the  
13 Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have,  
14 fully, finally, and forever released, relinquished, and discharged the Defendant Releasees from the  
15 Released Class Claims.

16                   2.10.2   **Aggrieved Employees.** Upon the Effective Date, each of the Aggrieved  
17 Employees shall be deemed to have, and by operation of the Judgment shall have, fully, finally,  
18 and forever released, relinquished, and discharged the Defendant Releasees from the Released  
19 PAGA Claims.

20                   2.10.3   **Plaintiffs/Class Representatives Only.** In addition, upon the Effective  
21 Date, the Class Representatives agree to and shall be deemed to have, and by operation of the  
22 Judgment shall have, fully, finally, and forever released, relinquished, and discharged the  
23 Defendant Releasees from any and all actions, causes of action, claims, suits, covenants, contracts,  
24 controversies, agreements, promises, indemnities, damages, judgments, remedies, demands and  
25 liabilities, of any nature whatsoever, known or unknown, fixed or contingent, in law, at equity or  
26 otherwise, whether direct, derivative or otherwise, which have been, may be or ever could be  
27 asserted against any of the Defendant Releasees, relating to or in connection with any act,  
28 omission, event, occurrence, or nonoccurrence from the beginning of time to the execution of this

1 Agreement, including the Released Claims and the Plaintiffs' Released Unknown Claims,  
2 provided, however, that all the Class Representatives will retain their claims for alleged violations  
3 of the California Family Rights Act (CFRA) and the Family Medical Leave Act (FMLA), and that  
4 Plaintiff Ramirez will in addition retain her claims for alleged disability discrimination, alleged  
5 disability retaliation, and alleged wrongful termination in violation of public policy based on her  
6 disability discrimination allegations, as described in this paragraph. The Class Representatives  
7 agree that California Labor Code section 2804 does not hinder or limit the preclusive effect of the  
8 Judgment on the Released Claims.

9               For the avoidance of doubt, the foregoing release by all the Class Representatives  
10 shall not encompass any claims or rights under (1) California Family Rights Act (CFRA) Cal.  
11 Gov. Code § 12945.2 *et seq*; and (2) Family and Medical Leave Act (FMLA) under 29 U.S.C. §  
12 2601 *et seq*; nor shall this Agreement extinguish hinder, reduce, abate or otherwise lessen any  
13 otherwise recoverable damages or claims for damages or other relief that can be alleged as a result  
14 of the aforementioned claims, including but not limited to potential front pay, emotional distress  
15 damages, punitive damages, injunctive relief, and any other damages or claims for damages that  
16 could otherwise be sought. As to only Plaintiff Ramirez the foregoing release, shall not  
17 encompass, in addition to the foregoing, any claims for discrimination, harassment, retaliation, and  
18 wrongful termination on the basis of disability; including but not limited to any violation of (1)  
19 California Government Code ("Cal. Govt. Code") §§ 12900 *et seq*. on the basis of any disability as  
20 defined in Cal. Govt. Code §§ 12926(g), (i), (l) through (p) such as Disability Discrimination  
21 under Cal. Govt. Code § 12940(a), Retaliation under § 12940(h), Harassment under §§ 12926, and  
22 12940(j), Failure to prevent discrimination, harassment and retaliation under § 12940(m), or  
23 Failure to Engage in the Interactive Process under § 12940(n); (2) Wrongful Termination in  
24 violation of Public Policy on the basis of any disability; (3) Retaliation in violation of Public  
25 Policy on the basis of any disability; nor shall this Agreement extinguish hinder, reduce, abate or  
26 otherwise lessen any otherwise recoverable damages or claims for damages or other relief that can  
27 be alleged as a result of the aforementioned claims, including but not limited to potential front  
28 pay, emotional distress damages, punitive damages, injunctive relief, and any other damages or

1 claims for damages that could otherwise be sought. Nothing in this Agreement shall be deemed to  
2 have tolled any claim by any Class Representative against the Defendant Releasees during the  
3 pendency of the above-entitled action, except that each Class Representative's FMLA and CFRA  
4 claims, and only those claims, will be tolled for sixty (60) calendar days from the date each Class  
5 Representative signs this agreement, and all Class Representatives represent that none of the  
6 claims excluded from their general release have been at issue in the above-entitled action.

7                   2.11    ***Costs, Attorneys' Fees and Enhancement Awards.***

8                   2.11.1   **Attorneys' Fees and Litigation Expenses.** Class Counsel shall be  
9 entitled, subject to the approval of the Court and the occurrence of the Effective Date, to recover  
10 their reasonable litigation costs, associated expenses, and attorney fees, pursuant to California law.  
11 These costs, fees, and expenses shall be paid out of the Gross Settlement Amount, subject to Court  
12 approval and the occurrence of the Effective Date. Class Counsel may apply for a total attorney  
13 fee award not to exceed \$125,000.00 (which is one-third of the Gross Settlement Amount) for all  
14 attorneys' fees, and for actual litigation expenses not to exceed \$13,500.00. The Settlement  
15 Administrator will report the payment of Attorneys' Fees and Litigation Expenses to Class Counsel  
16 on IRS Form 1099.

17                   2.11.2   Class Counsel and the Class Representatives will not seek to recover any  
18 other fees, costs or expenses incurred in this Litigation. The Class Representatives and Class  
19 Counsel agree that they shall be responsible for seeking and justifying their fees and cost awards  
20 to the Court, and they agree to submit the necessary materials to justify the requested award along  
21 with the motion for final approval of the Settlement. Defendant will not oppose an award that is  
22 consistent with this paragraph. Upon request, Class Counsel shall provide the Settlement  
23 Administrator with a Form W-9(s) for reporting purposes and written allocation instructions, if any,  
24 regarding the payee(s). Other than any reporting of this fee payment as required by this Settlement  
25 Agreement or law, which Defendant shall make, Class Counsel and the Class Representatives shall  
26 be responsible for the reporting and payment of any federal, state, and/or local income or other  
27 form of tax on any payment made pursuant to this paragraph. The payment awarded and made  
28 pursuant to this paragraph shall constitute full satisfaction of any claim for fees or costs or any

1 other expenses, and the Class Representatives and Class Counsel, on behalf of themselves and all  
2 Settlement Class Members, agree that they shall neither seek nor be entitled to any additional  
3 attorney fees or costs under any theory nor shall they seek an award in excess of the amount  
4 specified herein.

5           **2.11.3 Enhancement Payments.** In addition to their Settlement Payments as  
6 Settlement Class Members, and subject to the Court's approval and occurrence of the Effective  
7 Date, each Class Representative will receive an Enhancement Payment, subject to the Court's  
8 approval, in an amount not to exceed \$5,000.00. This Enhancement Payment will be paid out of  
9 the Gross Settlement Amount. The Class Representatives and Class Counsel agree that they shall  
10 be responsible for seeking and justifying this Enhancement Payment to the Court, and they agree  
11 to submit the necessary materials to justify the requested Enhancement Payment along with the  
12 motion for final approval of the Settlement. Defendant will not oppose an award that is consistent  
13 with this paragraph.

14           **2.11.4** The Enhancement Payment shall be compensation and consideration for  
15 each Class Representative's efforts as a class representative in the Litigation and benefits conferred  
16 upon the Class and State of California. Defendant shall report these payments to the Internal  
17 Revenue Service as non-wage income to the Class Representatives in the year of payment. This  
18 reporting shall be done via a Form 1099, and the Class Representatives agree to take full  
19 responsibility for the payment of any outstanding taxes due.

20           **2.11.5** Unless otherwise expressly provided, Defendant shall have no  
21 responsibility for, and no liability whatsoever with respect to, the allocation among the Class  
22 Representatives, Class Counsel, and/or any other Person who may assert some claim thereto, of  
23 any award or payment issued or made in the Litigation or pursuant to this Settlement Agreement.

24           **2.12 Settlement Administration Costs.**

25           **2.12.1** The Administration Costs reasonably incurred by the Settlement  
26 Administrator as a result of procedures and processes expressly required by this Settlement  
27 Agreement shall be paid out of the Gross Settlement Amount, in an amount not to exceed  
28

1 \$16,000.00. The Class Representatives and Class Counsel shall have no responsibility for such  
2 fees or expenses.

3 2.12.2 The actions of the Settlement Administrator shall be governed by the  
4 terms of this Settlement Agreement. Defendant and Class Counsel may provide relevant  
5 information needed by the Settlement Administrator pursuant to this Agreement and engage in  
6 related communications with the Settlement Administrator. Defendant and Class Counsel may  
7 provide logistical instructions to the Settlement Administrator with regard to actions required by  
8 this Settlement Agreement and engage in related communications with the Settlement  
9 Administrator.

10 2.12.3 The Settlement Administrator must communicate to counsel for the  
11 Settling Parties any action that may cause delay in completing any of its duties, including but not  
12 limited to, disseminating the Class Notice, providing a declaration of due diligence, and disbursing  
13 the payments required under this Settlement Agreement. The Settlement Administrator must also  
14 communicate the nature of any Class Member disputes, and their resolution or lack thereof, to  
15 counsel for the Settling Parties.

16 2.12.4 In the event that any of the Settling Parties take the position that the  
17 Settlement Administrator has not acted in accordance with the terms of the Settlement Agreement,  
18 that party's counsel shall meet and confer with counsel for the other Settling Party prior to raising  
19 any such issue with the Court.

20 2.13 ***PAGA Settlement Amount.***

21 2.13.1 As part of this settlement, and subject to Court approval, the Settling  
22 Parties allocate \$12,000.00 of the Gross Settlement Amount to satisfy PAGA penalties as alleged  
23 in the operative Fourth Amended Complaint. Seventy-five percent (75% or \$9,000.00) of the  
24 PAGA Settlement Amount shall be paid to the LWDA and twenty-five percent (25% or \$3,000.00)  
25 of the PAGA Settlement Amount shall be distributed to Aggrieved Employees, with each AE  
26 Settlement Amount calculated as described in Paragraph 1.6.

27 2.14 ***Termination of Settlement.***

1                   2.14.1   In the event that any material provision of the settlement set forth in this  
2 Agreement shall not be approved in its entirety by the Court, or in the event that the Effective Date  
3 does not occur, any of the Settling Parties shall have the option to void the settlement, and in such  
4 case, no payments shall be made by Defendant to anyone in accordance with the terms of this  
5 Agreement (except that Defendant agrees to be solely responsible for paying any costs charged by  
6 the Settlement Administrator as a result of its efforts pursuant to this Settlement Agreement up to  
7 the date of termination), and this Settlement Agreement shall be deemed null and void with no  
8 effect on the Lawsuit whatsoever.

9                   2.14.2   In the event that five (5) percent or more of the Class Members opt out of  
10 the Settlement Class by submitting opt outs pursuant to this Settlement Agreement, Defendant shall  
11 have the option to terminate and void this settlement and this Agreement. If Defendant cancels the  
12 settlement pursuant to this section, then Defendant will be responsible for all costs charged by the  
13 Settlement Administrator up to the date of cancellation.

14                   2.15    ***Miscellaneous Provisions.***

15                   2.15.1   The Settlement Administrator shall act in accordance with the Settlement  
16 Agreement and the settlement contained therein or further orders of the Court.

17                   2.15.2   The only Class Members entitled to any payment under this Agreement  
18 and the associated Judgment are Settlement Class Members, and they shall be entitled to their  
19 respective Individual Settlement Payments only.

20                   2.15.3   This Agreement shall not require payment by Defendant to any third  
21 parties, other than as specifically set forth in this Agreement. Any finding to the contrary will be  
22 grounds for Defendant to void the settlement.

23                   2.15.4   In the event that any material provision of the Settlement Agreement is  
24 not substantially approved by the Court or the settlement set forth in this Agreement is terminated,  
25 canceled, declared void, or fails to become effective in accordance with its terms, or if the Judgment  
26 does not become Final, or to the extent cancellation is otherwise provided for in this Agreement,  
27 the Settling Parties shall resume the Litigation at that time as if no Settlement Agreement had been  
28 entered. In such event, the terms and provisions of the Settlement Agreement shall have no further

1 force and effect with respect to the Settling Parties and shall not be used in this Litigation or in any  
2 other proceeding for any purpose, and any Judgment or order entered by the Court in accordance  
3 with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.  
4 Notwithstanding any other provision of this Agreement, no order of the Court or modification or  
5 reversal on appeal of any order of the Court concerning the amount of any Attorneys' Fees to be  
6 paid to Class Counsel shall by itself constitute grounds for cancelation or termination of the  
7 Settlement Agreement or grounds for limiting any other provision of the Judgment, provided that  
8 Defendant shall never be required to pay in excess of the Gross Settlement Amount (with the  
9 exception of Defendant's obligation to pay Employer Payroll Taxes, and/or as described in  
10 Paragraph 2.5.1). It is agreed that no order of the Court, including any order concerning Attorneys'  
11 Fees, may alter the Gross Settlement Amount.

12               2.15.5 Unless otherwise ordered by the Court, in the event the Settlement  
13 Agreement shall be terminated, canceled, declared void, or fails to become effective in accordance  
14 with its terms, or if the Judgment is reversed on appeal, within twenty (20) business days after  
15 written notification of such event, Defendant and Class Counsel shall notify each other of this event  
16 in writing.

17               2.15.6 The Settling Parties: (a) acknowledge that it is their intent to consummate  
18 this Settlement Agreement; (b) agree to cooperate to effectuate and implement all terms and  
19 conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms  
20 and conditions of the Settlement Agreement; and (c) agree to seek and to attempt to obtain Court  
21 approval of the settlement.

22               2.15.7 The Settling Parties hereby agree that there is a good faith dispute as to  
23 liability in this case. The Settlement Agreement compromises claims that were contested and the  
24 subject of a good faith dispute, and it shall not be deemed an admission by any of the Settling  
25 Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid  
26 in Settlement and the other terms of the settlement were negotiated at arm's length and in good  
27 faith with sufficient information by the Settling Parties and reflect a settlement that was reached  
28 voluntarily after consultation with competent legal counsel.

1                   2.15.8    The Settling Parties agree that the Response Deadline shall not be  
2 extended, and no untimely submissions will be honored, unless the Parties agree to make an  
3 exception. Notwithstanding the foregoing, a Class Member who can make a showing of legal  
4 incapacity during the Notice Period will be allowed to extend the Response Deadline for that  
5 Class Member only to account for the period of legal incapacity.

6                   2.15.9    Neither the Settlement Agreement nor the settlement, nor any act  
7 performed or document executed pursuant to, or in furtherance of, the Settlement Agreement or the  
8 settlement: (a) is or may be deemed to be or may be used as an admission by Defendant Releasees  
9 of the validity of any Released Class Claim or Released PAGA Claim; or (b) is or may be used as  
10 an admission of any fault or omission by the Defendant Releasees, or any of them, in any civil,  
11 criminal or administrative proceeding in any court, administrative agency or other tribunal. The  
12 Settling Parties agree that all alleged liability is disputed in good faith.

13                  2.15.10   All of the exhibits to the Settlement Agreement are material and integral  
14 parts hereof and are fully incorporated herein by this reference.

15                  2.15.11   The Settlement Agreement may be amended or modified only by a written  
16 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

17                  2.15.12   The Settlement Agreement constitutes the entire agreement among the  
18 Settling Parties hereto and no representations, warranties, or inducements have been made to any  
19 party concerning the Settlement Agreement or its exhibits other than the representations,  
20 warranties, and covenants contained and memorialized in such documents. This Agreement  
21 supersedes and completely replaces any previous agreements, oral or written, among the Settling  
22 Parties. Except as otherwise provided herein, each party shall bear its own costs.

23                  2.15.13   Class Counsel, on behalf of the Class, are expressly authorized by the  
24 Class Representatives to take all appropriate action required or permitted to be taken by the Class  
25 pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to  
26 enter into any modifications or amendments to the Settlement Agreement on behalf of the Class  
27 which they deem appropriate.

1                   2.15.14 The signatories hereto hereby represent that they are fully authorized to  
2 enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

3                   2.15.15 The Settlement Agreement may be executed in one or more counterparts.  
4 All executed counterparts and each of them shall be deemed to be one and the same instrument.  
5 Any counterpart or other signature delivered by facsimile or by electronic mail shall be deemed  
6 for all purposes as being a good and valid execution and delivery of this Agreement by that party.  
7 The parties hereto further acknowledge and agree that this Agreement may be signed and/or  
8 transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via  
9 DocuSign, Adobe Sign, SignNow, or other electronic signature technology), and that such signed  
10 electronic record shall be valid and as effective to bind the party so signing as a paper copy  
11 bearing such party's handwritten signature. The parties further consent and agree that (i) to the  
12 extent a party signs this Agreement using electronic signature technology, by clicking "SIGN",  
13 such party is signing this Agreement electronically; and (ii) the electronic signatures appearing on  
14 this Agreement shall be treated, for purposes of validity, enforceability and admissibility, the  
15 same as handwritten signatures. A complete set of executed counterparts shall be filed with the  
16 Court.

17                   2.15.16 The Settlement Agreement shall be binding upon, and inure to the benefit  
18 of, the successors and assigns of the parties hereto; provided, however, that this Settlement  
19 Agreement is not designed to and does not create any third party beneficiaries unless otherwise  
20 specifically provided herein.

21                   2.15.17 The Court shall retain jurisdiction with respect to implementation and  
22 enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the  
23 jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in  
24 the Agreement.

25                   2.15.18 The Settlement Agreement and the exhibits hereto shall be considered to  
26 have been negotiated, executed and delivered, and to have been wholly performed, in the State of  
27 California, and the rights and obligations of the parties to the Settlement Agreement shall be  
28

1 construed and enforced in accordance with, and governed by, the internal, substantive laws of the  
2 State of California without giving effect to that State's choice of law principles.

3           2.15.19 The language of all parts of this Settlement Agreement shall in all cases  
4 be construed as a whole, according to its fair meaning, and not strictly for or against either party.  
5 No party shall be deemed the drafter of this Settlement Agreement. The parties acknowledge that  
6 the terms of the Settlement Agreement are contractual and are the product of negotiations between  
7 the parties and their counsel. Each party and that party's counsel cooperated in the drafting and  
8 preparation of the Settlement Agreement. In any construction to be made of the Settlement  
9 Agreement, the Agreement shall not be construed against any party and the canon of contract  
10 interpretation set forth in California Civil Code section 1654 shall not be applied.

11           2.15.20 **No Publicity.** Prior to the submission of the Settlement Agreement to the  
12 Court for preliminary approval, neither Class Representatives nor Class Counsel shall  
13 communicate any terms of this settlement to any third parties, except that the parties may disclose  
14 the terms to any Court, and to counsel in the *Lara* Action. Following the submission for  
15 preliminary approval and thereafter, Class Representatives and Class Counsel shall not publicize  
16 the settlement in this action or the terms thereof via (a) press releases; (b) Internet postings; or  
17 (c) other mass or social media efforts. This provision shall not prohibit Class Counsel from  
18 discussing this case or any aspect of this settlement with any Class Representative, any Class  
19 Member (absent or otherwise) in this case, or any court or opposing counsel, nor prohibit Class  
20 Counsel from in any way disclosing their mere status as counsel in the case or from making  
21 objective and truthful reference to the case or its settlement and any attorneys' fee award in any  
22 future pleading in another litigation.

23  
24 [SIGNATURES ON NEXT PAGE]  
25  
26  
27  
28

1 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement  
2 to be executed, and this Settlement Agreement is AGREED TO.

3  
4 DATED: 10/13/2022



MARIA MANRIQUEZ  
Plaintiff and Class Representative

6  
7 DATED:

STEPHANIE MORALES  
Plaintiff and Class Representative

9  
10 DATED:

CHALEY RAMIREZ  
Plaintiff and Class Representative

12 DATED:

Authorized Agent for Martin Luther King Jr. Los  
Angeles (MLK-LA) Healthcare Corporation.  
Name:  
Title:

16 APPROVED AS TO FORM:

17 DATED: October 13, 2022



VAN VLECK & TURNER, LLP  
BRIAN F. VAN VLECK  
DANIEL J. TURNER  
STUART H. KLUFT  
Attorneys for Plaintiffs Mariquez, Morales, and  
Ramirez/Class Counsel

23 DATED:

MUNGER, TOLLES & OLSON LLP  
KATHERINE M. FORSTER  
ABRAHAM B. DYK  
CALEB W. PEIFFER  
Attorneys for Defendant Martin Luther King Jr. Los  
Angeles (MLK-LA) Healthcare Corporation

1 IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement  
2 to be executed, and this Settlement Agreement is AGREED TO.

3  
4 DATED:

MARIA MANRIQUEZ  
Plaintiff and Class Representative

6  
7 DATED:

STEPHANIE MORALES  
Plaintiff and Class Representative

9  
10 DATED: 10/13/2022

  
CHALEY RAMIREZ  
Plaintiff and Class Representative

12 DATED:

13 Authorized Agent for Martin Luther King Jr. Los  
14 Angeles (MLK-LA) Healthcare Corporation.  
15 Name:  
Title:

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BRIAN F. VAN VLECK  
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Attorneys for Plaintiffs Mariquez, Morales, and  
Ramirez/Class Counsel

21  
22  
23 DATED:

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KATHERINE M. FORSTER  
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14 Angeles (MLK-LA) Healthcare Corporation.  
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22  
23 DATED: October 13, 2022

  
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10 STEPHANIE MORALES  
11 Plaintiff and Class Representative

12 DATED:

13 \_\_\_\_\_  
14 CHALEY RAMIREZ  
15 Plaintiff and Class Representative

16 DATED: **October 13,2022**

17 \_\_\_\_\_  
18 Authorized Agent for Martin Luther King Jr. Los  
19 Angeles (MLK-LA) Healthcare Corporation.  
20 Name: **Mitchell Thomas**  
21 Title: **Chief Financial Officer**

22 APPROVED AS TO FORM:

23 DATED:

24 \_\_\_\_\_  
25 VAN VLECK & TURNER, LLP  
26 BRIAN F. VAN VLECK  
27 DANIEL J. TURNER  
28 STUART H. KLUFT  
Attorneys for Plaintiffs Mariquez, Morales, and  
Ramirez/Class Counsel

DATED:

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