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on behalf of herself and others similarly situated

List of counsel continued on next page.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

AMY LARA, on behalf of herself and others
similarly situated,

PLAINTIFF,

vs.

MARTIN LUTHER KING, JR. COMMUNITY
HOSPITAL; MLK JR. COMMUNITY
HOSPITAL; MARTIN LUTHER KING, JR.-
LOS ANGELES (MLK-LA) HEALTHCARE
CORPORATION; MARTIN LUTHER KING,
JR. HEALTH ASSOCIATES; and DOES 1 to
100, Inclusive,

DEFENDANTS.

Case No.: 21STCV00642

CLASS ACTION

*[ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE JUDGE LAWRENCE P. RIFF
IN DEPT. 7]*

**JOINT STIPULATION RE SETTLEMENT
OF CLASS ACTION**

Action Filed: January 7, 2021
Trial Date: None Set

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8 Los Angeles (MLK-LA) Healthcare Corporation

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1 IT IS HEREBY STIPULATED AND AGREED by and between Amy Lara (as Class
2 Representative), on behalf of herself and all others similarly situated to her and as defined below,
3 on the one hand, and Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation
4 (“Defendant”), on the other hand, as set forth below:

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

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

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

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

6 **II. THE PARTIES TO THIS STIPULATION**

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

15 **III. THE LITIGATION**

16 Class Representative Amy Lara filed an action against Defendants Martin Luther
17 King, Jr. Community Hospital; MLK Jr. Community Hospital; Martin Luther King, Jr. – Los
18 Angeles (MLK-LA) Healthcare Corporation; and Martin Luther King, Jr. Health Associates¹ on
19 January 7, 2021 in the California Superior Court for the County of Los Angeles, Case No.
20 21STCV00642. On March 28, 2021, Lara filed a separate action against Defendant, *Amy Lara v.*
21 *Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation*, Case No.
22 21STCV10602, in the Superior Court of the State of California for County of Los Angeles. On June
23 3, 2022, Plaintiff filed a First Amended Complaint in the action proceeding in this Court, Case No.
24 21STCV00642. On July 27, 2022, in Case No. 21STCV10602, the Court issued a Minute Order
25 dismissing the entire case without prejudice.

26 _____
27 ¹ Defendants Martin Luther King, Jr. Community Hospital; MLK Jr. Community Hospital; and
28 Martin Luther King, Jr. Health Associates were dismissed without prejudice pursuant to the
Court's April 27, 2021 Order.

1 Class Representative is represented by Lavi & Ebrahimian, LLP and the Law Office
2 of Sahag Majarian II. On behalf of herself and others allegedly similarly situated to her, the Class
3 Representative has alleged in the Complaint, the following causes of action: (i) unpaid overtime and
4 failure to pay minimum wages and wages due for all hours worked; (ii) failure to provide meal
5 periods; (iii) failure to pay reporting time; (iv) failure to provide rest periods; (v) failure to timely
6 pay wages during employment; (vi) failure to provide compliant wage statements; (vii) failure to
7 timely pay wages due at termination; (viii) claims for civil penalties pursuant to the Private
8 Attorneys General Act of 2004 ("PAGA") for the alleged underlying violations and (ix) unfair and
9 unlawful business practices relating to or arising out of the previous claims.

10 In advance of mediation, the parties exchanged information, including pertinent
11 policies, and the wage and time records for the putative class members. The Settling Parties and
12 their counsel attended a mediation with respected mediator, Jeffrey Ross, Esq. on March 23, 2022.
13 At mediation, Class Representative and Defendant reached a class-wide settlement agreement that
14 resulted from arm's length negotiations. In sum, Class Representative and her counsel had sufficient
15 information to assess this Litigation.

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

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

23 Defendant denies all of the claims and contentions alleged by the Class
24 Representative in the Litigation. Defendant contends that it has meritorious defenses to all of the
25 class and representative claims. Nonetheless, Defendant has concluded that further conducting the
26 Litigation would be protracted, disruptive, and expensive, and that it is desirable that the Litigation
27 be fully and finally settled in the manner upon the terms and conditions set forth in this Stipulation.
28 Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially

1 in putative class actions like this Litigation. Defendant has therefore determined that it is desirable
2 and that the Litigation be settled in the manner and upon the terms and conditions set forth in this
3 Stipulation. The Class Representative and Class Counsel agree that this Stipulation will not be
4 deemed any admission of liability or wrongdoing on the part of Defendant, and that it may not be
5 used in any proceeding to such an effect.

6 **V. CLAIMS OF THE CLASS REPRESENTATIVES AND BENEFITS OF**
7 **SETTLEMENT**

8 Class Representative believes that the claims asserted in the Litigation have merit
9 and that evidence developed to date supports the claims. Nonetheless, the Class Representative and
10 Class Counsel recognize and acknowledge the expense and length of the type of continued
11 proceedings necessary to prosecute the Litigation against Defendant through trial and through
12 appeals. The Class Representative and Class Counsel have also taken into account the uncertain
13 outcome and the risk of continued litigation, especially in putative class actions such as this
14 Litigation, as well as the difficulties and delays inherent in such litigation. The Class Representative
15 and Class Counsel believe that the settlement set forth in the Stipulation confers substantial benefits
16 upon the Settlement Class. Based upon their evaluation, the Class Representative and Class Counsel
17 have determined that the settlement set forth in the Stipulation is in the best interests of the
18 Settlement Class.

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

20 NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED
21 by and between the Class Representative (for herself and the Settlement Class Members) and
22 Defendant, with the assistance of their respective counsel of record, that, as among the Settling
23 Parties, including all Settlement Class Members, the Litigation and the Released Claims shall be
24 finally and fully compromised, settled and released, and the Litigation shall be resolved as to all
25 Settling Parties, upon and subject to the terms and conditions of the Stipulation and the Judgment.

26 1. Definitions.

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

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

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

1.3 “AE Settlement Amount” means an amount that shall be determined by dividing the Individual Pay Periods by the number of AE Pay Periods and multiplying the result by \$12,500.00.

1.4 “Aggrieved Employees” means all current and former California non-exempt hourly employees of Defendants who worked as a non-exempt hourly employee at any time during the PAGA Period.

1.5 “Attorneys’ Fees” means the amount not to exceed one-third (1/3) of the Gross Settlement Amount finally approved by the Court and awarded to Class Counsel. The Attorneys’ Fees shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Settlement Class Members.

1.6 “Class” means all current and former California non-exempt hourly employees of Defendant who worked as a non-exempt hourly employee at any time during the Class Period.

1 1.7 “Class Counsel” or “Plaintiff’s Counsel” means Joseph Lavi, Vincent
2 Granberry, Melissa A. Huether, and Pooja Patel of Lavi & Ebrahimian, LLP, and Sahag Majarian
3 II of the Law Offices of Sahag Majarian II

4 1.8 “Class Member” means an individual who is a member of the Class, as
5 defined above.

6 1.9 “Class Notice” means a notice and associated forms entitled “Notice To
7 Class Members Re: Pendency of a Class Action and Notice of Hearing On Proposed Settlement” to
8 be approved by the Court, substantially in the form attached hereto as **Exhibit 1**. Prior to mailing,
9 the Notice may be re-formatted by the Settlement Administrator, and any such re-formatting shall
10 be subject to approval by Class Counsel and counsel for Defendant.

11 1.10 “Class Period” means the period from February 1, 2020, through the date
12 preliminary approval of the Settlement is granted, unless the Class Period is ended earlier in
13 accordance with paragraph 2.5.1.

14 1.11 “Class Representative” or “Plaintiff” means Amy Lara.

15 1.12 “Class Workweeks” means the total number of workweeks that all
16 Settlement Class Members collectively worked during the Class Period.

17 1.13 “Complaint” means the First Amended Complaint in *Lara v. Martin*
18 *Luther King, Jr. Community Hospital, et al.*, Case No. 21STCV00642.

19 1.14 “Court” means the Superior Court for the State of California, County of
20 Los Angeles.

21 1.15 “Defendant” mean Martin Luther King, Jr. Los Angeles (MLK-LA)
22 Healthcare Corporation, the defendant in the Litigation.

23 1.16 “Defendant Releasees” mean Defendant Martin Luther King, Jr. – Los
24 Angeles (MLK-LA) Healthcare Corporation and all of its employees, agents, and affiliates,
25 including without limitation parents and subsidiaries, predecessors, successors, divisions, investors,
26 joint ventures and assigns, any benefit plan maintained by any of them and the trustees, fiduciaries,
27 and administrators of any such plan, and each and all of these entities’ past or present directors,
28 officers, employees, agents, partners, members, principals, agents, underwriters, insurers, co-

1 insurers, re-insurers, shareholders, attorneys, accountants or auditors, banks or investment banks,
2 associates, and personal or legal representatives.

3 1.17 "Effective Date" means the date on which the Judgment becomes final
4 and can no longer be appealed or otherwise disturbed because one of the following has occurred: (i)
5 the time to appeal the Judgment has expired with no appeal filed; (ii) the final affirmance on an
6 appeal of the Judgment; or (iii) the final dismissal with prejudice of any appeal from the Judgment.
7 Any proceeding or order, or any appeal or petition for a writ pertaining solely to Class Counsel's
8 application for or award of attorneys' fees shall not, by itself, in any way delay or preclude the
9 Judgment from becoming Final.

10 1.18 "Employer Payroll Taxes" means the payroll taxes and associated
11 payments customarily borne by the employer when making standard wage payments to employees,
12 i.e., the employer share of the payroll taxes, including the employer FICA, FUTA, and SDI
13 contributions. Defendant shall pay its portion of payroll taxes as the Settlement Class Members'
14 current or former employer separate and apart from the Gross Settlement Amount.

15 1.19 "Enhancement Payment" means the amount the Court awards to Plaintiff,
16 which will not exceed \$5,000. This payment shall be paid from the Gross Settlement Amount and
17 will not be opposed by Defendant and is being offered in consideration for the Plaintiff's actions in
18 conferring benefits upon the Class and State of California, the time and effort she put into pursuing
19 this litigation, and reasonable fears of being blacklisted for future employment. In exchange for her
20 Enhancement Payment, and as a condition to it, Plaintiff shall execute a complete and general release
21 of all known and unknown claims in Defendant Releasees' favor; provided, however, that she will
22 retain her claims for alleged pregnancy discrimination and for alleged wrongful termination in
23 violation of public policy based on her pregnancy discrimination allegations.

24 1.20 "Final Approval Hearing" means a hearing set by the Court for the
25 purpose of: (i) determining the fairness, adequacy and reasonableness of the Settlement pursuant to
26 class action procedures and requirements; and (ii) entering Judgment.

1 1.21 “Final Approval Order” shall mean an order to be entered by the Court,
2 granting final approval of this settlement, the form of which will be mutually agreed upon by the
3 Settling Parties.

4 1.22 “Gross Settlement Amount” shall mean the gross total amount that will
5 be paid by Defendant pursuant to this Settlement Agreement, only upon occurrence of the Effective
6 Date. It is agreed that the Gross Settlement Amount is \$950,000, and it is further agreed that pursuant
7 to the terms of this Settlement Agreement, Defendant will not under any circumstances pay more
8 than the Gross Settlement Amount. (For avoidance of doubt, this section does not invalidate
9 paragraph 1.18, which requires Defendant to pay Employer Payroll Taxes as Settlement Class
10 Members’ current or former employer on the wage portions of the Individual Class Settlement
11 Payments separate and apart from the Gross Settlement Amount, or paragraph 2.5.1, which provides
12 that Defendant has the option to increase the Gross Settlement Amount should the Class Workweeks
13 exceed 125,117 by more than ten (10) percent.) The Gross Settlement Amount shall cover all
14 expenses associated with the settlement, which shall be the following, and only the following, items:
15 (1) the Individual Settlement Payments to Settlement Class Members; (2) Attorneys’ Fees to Class
16 Counsel, in an amount not to exceed \$316,666.67; (3) Litigation Expenses to Class Counsel, in an
17 amount not to exceed \$25,000.00; (4) an Enhancement Payment to the Class Representative, in an
18 amount not to exceed \$5,000.00; (5) administration fees and expenses to the Settlement
19 Administrator in an amount not to exceed \$17,000.00; and (6) the PAGA Settlement Amount to the
20 LWDA and to Aggrieved Employees for resolution of claims under California Labor Code section
21 2698 *et seq.*, which shall be \$50,000.00.

22 1.23 “Individual Class Settlement Payment” means the gross, total amount due
23 to an individual Settlement Class Member, which shall be determined by dividing the Settlement
24 Class Member’s Individual Workweeks by the Class Workweeks and multiplying the result by the
25 Net Settlement Amount. The Individual Class Settlement Payments will be reduced by any required
26 legal deductions for each Settlement Class Member (e.g., withholding of taxes).

27 1.24 “Individual Pay Periods” shall mean the total number of Pay Periods
28 during which a particular Aggrieved Employee worked during the PAGA Period.

1 1.25 "Individual Settlement Payment" means the gross, total amount due to an
2 individual Settlement Class Member and/or Aggrieved Employee, which shall be determined by
3 adding the individual's AE Settlement Amount to the Individual Class Settlement Payment (if any).

4 1.26 "Individual Workweeks" shall mean the total number of workweeks
5 during which a Settlement Class Member worked during the Class Period.

6 1.27 "Judgment" means the judgment to be rendered by the Court pursuant to
7 this Settlement Agreement.

8 1.28 "Last Known Address" means the most recently recorded mailing address
9 for a Class Member as contained in the personnel records maintained by Defendant.

10 1.29 "Litigation" or "Lawsuit" shall mean the lawsuits brought by Plaintiff
11 entitled *Amy Lara v. Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation*,
12 Superior Court of the State of California for the County of Los Angeles, Case No. 21STCV00642,
13 and *Amy Lara v. Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation*,
14 Superior Court of the State of California for County of Los Angeles, Case No. 21STCV10602.

15 1.30 "Litigation Expenses" means the amount that the Court awards to Class
16 Counsel for payment of actual litigation costs, which shall not exceed \$25,000.00. The Litigation
17 Expenses will be paid from the Gross Settlement Amount and will not be opposed by Defendant.
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 Settlement Amount for distribution
20 to Settlement Class Members.

21 1.31 "LWDA" means the California Labor and Workforce Development
22 Agency.

23 1.32 "Net Settlement Amount" or "NSA" shall mean the Gross Settlement
24 Amount minus the amounts awarded by the Court for Attorneys' Fees, Litigation Expenses, the
25 Enhancement Award to the Class Representative, the Administration Costs, and the PAGA
26 Settlement Amount. If the Court does not approve and/or reduces the amounts of the requested
27 Attorneys' Fees, Litigation Expenses, Enhancement Award, or Administration Costs, then the
28 amount of any such reduction will become part of the NSA.

1 1.33 "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 1.34 "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 1.35 "PAGA" means the Private Attorneys General Act of 2004, California
8 Labor Code §§ 2698 *et seq.*, as amended.

9 1.36 "PAGA Period" means the period from February 1, 2020 through the date
10 by which final approval of this Settlement Agreement and entry of the Judgment by the Court.

11 1.37 "PAGA Settlement Amount" means the \$50,000.00 of the Gross
12 Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the operative First
13 Amended Complaint. Seventy-five percent (75%) of the PAGA Settlement Amount (\$37,500.00)
14 shall be paid to the LWDA and twenty-five percent (25%) of the PAGA Settlement Amount
15 (\$12,500.00) shall be distributed to Aggrieved Employees on a *pro rata* basis as described in
16 paragraph 1.3.

17 1.38 "Plaintiff's Released Unknown Claims" means any Released Claims
18 which the Class Representative does not know or suspect to exist in her favor at the time of the
19 entry of the Judgment, and which, if known by her might have affected his or her settlement with
20 and release of the Defendant Releasees or might have affected her decision not to object to this
21 settlement. With respect to any and all Released Claims, the Settling Parties agree that, upon the
22 Effective Date, the Class Representative shall expressly be deemed to have, and by operation of
23 the Judgment shall have, waived the provisions, rights and benefits of California Civil Code
24 section 1542, which 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 The Class Representative may hereafter discover facts in addition to or different from
2 those which he or she now knows or believes to be true with respect to the subject matter of the
3 Released Claims, but the Class Representative, upon the Effective Date, shall be deemed to have,
4 and by operation of the Judgment shall have, fully, finally, and forever settled and released any
5 and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-
6 contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon
7 any theory of law or equity now existing or coming into existence in the future provided, however,
8 that she will retain her claims for alleged pregnancy discrimination and for alleged wrongful
9 termination in violation of public policy based on her pregnancy discrimination allegations. The
10 Class Representative acknowledges that the foregoing waiver was separately bargained for and a
11 key element of the settlement of which this release is a part.

12 1.39 "Preliminary Approval Order" shall mean an order entered by the Court
13 preliminarily approving of this settlement.

14 1.40 "Released Claims" shall mean Released Class Claims, as defined in
15 paragraph 1.41, and Released PAGA Claims, as defined in paragraph 1.42.

16 1.41 "Released Class Claims" shall collectively mean any and all claims,
17 demands, rights, liabilities and causes of action, including statutory, constitutional, contractual or
18 common law claims, for wages, damages, unpaid costs, penalties, liquidated damages, interest,
19 attorneys' fees, litigation costs, restitution, or equitable relief, whether known or unknown, arising
20 during the Class Period for (i) unpaid overtime and failure to pay minimum wages and wages due
21 for all hours worked; (ii) failure to provide meal periods; (iii) failure to pay reporting time; (iv)
22 failure to provide rest periods; (v) failure to timely pay wages during employment; (vi) failure to
23 provide compliant wage statements; and (vii) failure to timely pay wages due at termination; (viii)
24 unfair and unlawful business practices relating to or arising out of the previous claims; (ix) to the
25 extent not covered above, any claims pled in or reasonably arising out of the facts alleged in the
26 Operative Complaint. Released Class Claims include: (1) claims for damages, penalties or any other
27 remedies under any statute or regulation or other provision of law, based on the facts alleged in the
28 Complaint, including without limitation claims under California Labor Code sections 201, 202, 203,

204, 226, 226.3, 226.7, 510, 511, 512, 516, 558, 1182.12, 1194, 1197, 1197.1, and 1198; California Business and Professions Code section 17200 *et seq.* based on the preceding sections; and the applicable California Industrial Welfare Commission Wage Order; (2) claims, based on the facts alleged in the Complaint, for injunctive relief, restitution, disgorgement, accounting, declaratory relief or other equitable relief; and (3) any and all claims, based on the facts alleged in the Complaint, for interest, costs, or attorney fees, including without limitation claims under California Labor Code sections 218.5, 1194 & 2698 *et seq.* and California Code of Civil Procedure section 1021.5. Each Settlement Class Member may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Class Claims. For the sake of clarity, the Settling Parties agree that unknown Released Class Claims include only those claims that meet the definition of Released Class Claims and do not include claims that do not meet the definition of Released Class Claims. As such, for example, Released Class Claims do not include claims for any relief for wrongful termination, unlawful harassment, retaliation, Workers' Compensation, or other claims that do not arise from the facts alleged in the Complaint.

1.42 "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising during the PAGA Period, based on facts stated in the Complaint, the PAGA Notice, and/or ascertained in the course of the Action, including, e.g., (i) unpaid overtime and failure to pay minimum wages and wages due for all hours worked; (ii) failure to provide meal periods; (iii) failure to pay reporting time; (iv) failure to provide rest periods; (v) failure to timely pay wages during employment; (vi) failure to provide compliant wage statements; and (vii) failure to timely pay wages due at termination. Released PAGA Claims include claims for civil penalties under California Labor Code section 2698 *et seq.* based on the following sections of the California Labor Code: 201, 202, 203, 204, 226, 226.3, 226.7, 510, 511, 512, 516, 558, 1182.12, 1194, 1197, 1197.1, and 1198, or any other remedies under any statute or regulation or other provision of law, based on the facts alleged in the Complaint.

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

1.44 “Settlement Administrator” means Simpluris, the third-party settlement administration firm.

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

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

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

1.48 “Settling Parties” means Defendant and Class Representative on behalf of herself and all Members of the Settlement Class.

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

2. **The Settlement.**

2.1 ***Taxes.***

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

1 subject to all authorized and required withholdings customarily made from employees' wages other
2 than tax withholdings and shall be reported on IRS Form 1099 by the Settlement Administrator.

3 2.1.2 Other than the withholding and reporting requirements set forth herein,
4 each Settlement Class Member shall be responsible for the reporting and payment of any federal,
5 state and/or local income or other tax or any other withholdings, if any, on his or her Individual
6 Settlement Payment. Plaintiff shall be responsible for reporting any taxes or withholdings on any
7 payments made to Plaintiff pursuant to this Settlement Agreement. Likewise, Class Counsel shall
8 be responsible for reporting any taxes or withholdings on any payments made to Class Counsel
9 pursuant to this Settlement Agreement. Defendant makes no representations, and it is understood
10 and agreed that Defendant has made no representations, as to the taxability of any portions of the
11 Individual Settlement Payments to any Settlement Class Members or Aggrieved Employees, the
12 payment of any costs or an award of attorneys' fees, or any payments to the Class Representative.
13 The Class Notice will advise Class Members that they can seek their own tax advice prior to acting
14 in response to that notice, and the Class Representative and Class Counsel agree that Class
15 Members will have an adequate opportunity to seek tax advice prior to acting in response to the
16 Class Notice.

17 2.2 ***No Effect on Employee Benefits.*** The Enhancement Payment and
18 Individual Settlement Payments paid to Plaintiff and Settlement Class Members and Aggrieved
19 Employees shall not be deemed to be pensionable earnings and shall not have any effect on the
20 eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay,
21 retirement plans, etc.) of Plaintiff or the Settlement Class Members or Aggrieved Employees.
22 Defendant will not, unless otherwise required by law, make from the Individual Settlement
23 Payments any additional deductions, withholdings or payments, including without limitation,
24 medical or other insurance payments or premiums, employee 401(k) or 403(b) contributions or
25 matching employer contributions, wage garnishments, or charity withholdings.

26 2.3 ***PAGA Notice.*** The Class Representative agrees to take all reasonable
27 steps to comply with the notice requirements of California Labor Code section 2699(*l*). At the time
28 of filing the Preliminary Approval Motion, the Class Representative shall provide notice of the

1 settlement set forth in this Settlement Agreement to the LWDA through that agency's Internet portal
2 and shall provide concurrent proof to Defendant that she has done so. Following the Court's entry
3 of Judgment, the Class Representative shall submit the Judgment to the LWDA and shall provide
4 concurrent proof to Defendant that she has done so. The Settling Parties agree that the release of
5 PAGA claims contained herein is binding.

6 2.4 ***Preliminary Approval.***

7 2.4.1 Plaintiff, through her counsel of record, shall move for preliminary
8 approval of this settlement pursuant to California Rule of Court 3.760, *et seq.*, and file this
9 Settlement Agreement with the Court. Class Counsel will provide Defendant's Counsel with an
10 advance copy of the preliminary approval motion at least three business days prior to filing so that
11 Defendant's counsel may provide any comments prior to filing. Via this submission, Plaintiff shall
12 request that the Court conditionally certify the Class, preliminarily approve this Settlement, order
13 the Class Notice be disseminated pursuant to this Settlement Agreement, enter the Preliminary
14 Approval Order, and schedule the Final Approval Hearing.

15 2.4.2 If the Court enters the Preliminary Approval Order, then at the resulting
16 Final Approval Hearing, the Settling Parties, through their counsel of record, shall address any
17 written objections from Class Members or any concerns from Class Members who attend the Final
18 Approval Hearing as well as any concerns of the Court, and shall and hereby do, unless provided
19 otherwise in this Agreement, agree to final approval of this Settlement Agreement and entry of the
20 Judgment by the Court.

21 2.5 ***Defendant's Election.***

22 2.5.1 If by the date the Court enters the Preliminary Approval Order the number
23 of Class Workweeks exceeds 125,117 by more than ten (10) percent, e.g. 137,629, Defendant shall
24 elect between the following two options: (a) to increase the Gross Settlement Amount pro-rata,
25 based on the percentage of workweeks over the ten (10) percent threshold, e.g., if the Class
26 Workweeks exceeds 125,117 by fifteen (15) percent, the Gross Settlement Amount shall increase
27 by five (5) percent; or (b) to limit the Class Period to February 1, 2020, through the date as of which
28 the number of workweeks reached 137,629.

1 2.6 ***Notice to Class Members.***

2 2.6.1 After the Court enters its Preliminary Approval Order, every Class
3 Member will be provided with the Class Notice in accordance with the procedures set forth herein.

4 2.6.2 **Class Database.** Within twenty (20) calendar days after entry of the
5 Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic
6 database (“Class Database”), which will list for each Class Member and Aggrieved Employee: (1)
7 first and last name; (2) Last Known Address; (3) social security number, if known; (4) whether the
8 Class Member or Aggrieved Employee is a current or former employee; and (5) the total number
9 of Individual Workweeks for each Class Member and total number of Individual Pay Periods for
10 each Aggrieved Employee. The Settlement Administrator will calculate the amount of each Class
11 Member’s Individual Class Settlement Payment, with the allocation to wages (20%) and non-wage
12 recovery (80%); the amount of each Aggrieved Employee’s AE Settlement Amount; and the total
13 Individual Settlement Payment for each Class Member and/or Aggrieved Employee. By approving
14 this settlement, the Court will be deemed to have authorized Defendant to provide the Settlement
15 Administrator with the social security number of the Class Members. If any or all of this
16 information is unavailable to Defendant, Defendant will so inform Plaintiff’s Counsel and the
17 Parties will make their best efforts to reconstruct or otherwise agree upon how to proceed with the
18 unavailable information. The Settlement Administrator will conduct a skip trace for the address of
19 all Class Members who are former employees of Defendant. The Database shall be based on
20 Defendant’s payroll, personnel, and other business records. The Settlement Administrator shall
21 maintain the Database and all data contained within the Database as private and confidential. Class
22 Counsel will not be provided with a copy of, or access to, the Database, but the Administrator can
23 share information with Class Counsel that is necessary for Class Counsel to fulfill their obligations
24 to Class Members.

25 2.6.3 **Confirmation Prior to Notice Mailing.** The Settlement Administrator
26 shall inform Class Counsel that the total of the Individual Settlement Payments is, or is not, equal
27 to the maximum amount for payments to Settlement Class Members. For avoidance of doubt,
28 amounts of Individual Settlement Payments to Settlement Class Members will not be provided to

1 the Class Representative or Class Counsel, unless agreed upon by the Parties. The Settlement
2 Administrator shall also provide a formatted Class Notice, after entry of the Preliminary Approval
3 Order and before the mailing of the Class Notice, seeking the Parties' approval of the Class Notice
4 prior to mailing.

5 **2.6.4 Notice Mailing.** Within thirty-five (35) calendar days after entry of the
6 Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all
7 identified Class Members at their Last Known Addresses via first class mail through the United
8 States Postal Service, postage pre-paid.

9 **2.6.5 Notice Contents.** The Class Notice shall include instructions on how to
10 opt out of or object to the settlement. The mailing enclosing the Class Notice will not contain any
11 other materials, and no other materials will be sent to any Class Member unless by the Settlement
12 Administrator or Class Counsel in response to a submission or inquiry from a Class Member in
13 response to the Class Notice. The Class Notice and its envelope or covering shall be marked to
14 denote the return address of the Settlement Administrator stated on the Class Notice.

15 **2.6.6 Updated Addresses Prior to Class Notice Mailing.** Prior to mailing the
16 Class Notice to each Class Member, the Settlement Administrator shall conduct a search for
17 Updated Addresses for all Class Members using the National Change of Address Database,
18 maintained by the United States Postal Service to review the accuracy of the last mailing address
19 known by Defendant, and, if possible, update Class Members' mailing addresses. To the extent this
20 process yields an Updated Address, that Updated Address shall replace the Last Known Address
21 and be treated as the new Last Known Address for purposes of this Settlement Agreement and for
22 subsequent mailings in particular.

23 **2.6.7 Class Notice Sent via Mail.** The Class Notice shall be mailed to the Last
24 Known Addresses of the Class Members no later than the Notice Mailing Deadline.

25 **2.6.8 Undeliverable – Efforts to Find Updated Address.** In the event a Class
26 Notice is returned to the Settlement Administrator by the United States Postal Service as
27 undeliverable because the address of the recipient is no longer valid, *i.e.*, the envelope is marked
28 "Return to Sender," the Settlement Administrator shall conduct a Secondary Address Verification

1 Measure within five (5) days to attempt to ascertain a current address of the particular Class
2 Member in question to locate an Updated Address. A “Secondary Address Verification Measure”
3 is an effort to ascertain the specific Class Member’s address through the use of a standard skip trace
4 procedure (such as Lexis/Nexis Accurint).

5 **2.6.9 Undeliverable – Updated Address Found.** If an address is ascertained
6 through the Settlement Administrator’s Secondary Address Verification Measure, the Settlement
7 Administrator will re-send that Class Notice within five (5) days of receiving the updated address.
8 If the Class Notice is not returned as undeliverable, the new address found as a result of the
9 Settlement Administrator’s efforts will be the Updated Address and shall be deemed as the new
10 Last Known Address for purposes of this Settlement Agreement and for subsequent mailings in
11 particular. In the event that a second address is ascertained by the Settlement Administrator, the
12 Class Notice will be deemed to have been delivered upon the second mailing of the Class Notice
13 to the Last Known Address.

14 **2.6.10 Undeliverable – Forwarding Address Provided.** In the event a Class
15 Notice is returned to the Settlement Administrator by the United States Postal Service with a
16 forwarding address for the recipient, the Settlement Administrator shall re-mail the Class Notice to
17 that address within five (5) days of receiving such information. If the Class Notice is not returned
18 as undeliverable, the forwarding address shall be deemed the Last Known Address for purposes of
19 this Settlement Agreement and for subsequent mailings in particular.

20 **2.6.11 Undeliverable – No Updated Address Found.** In the event a Class
21 Notice is returned to the Settlement Administrator by the United States Postal Service as
22 undeliverable because the address of the recipient is no longer valid, *i.e.*, the envelope is marked
23 “Return to Sender,” and the Settlement Administrator conducts a Secondary Address Verification
24 Measure that does not result in an Updated Address, then the Class Notice will be deemed delivered
25 to the Class Member.

26 **2.6.12 Undeliverable.** In the event that the Class Notice is returned by the United
27 States Postal Service as undeliverable because the address of the recipient is no longer valid, *i.e.*,
28 the envelope is marked “Return to Sender,” and no Updated Address can be found for that Class

1 Member as a result of a Secondary Address Verification Measure, or any mailing to any Updated
2 Address is returned as undeliverable, the Class Notice will be deemed to have been delivered upon
3 the second mailing of the Class Notice to the Last Known Address.

4 **2.6.13 Weekly Status Reports.** The Settlement Administrator shall provide a
5 weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator
6 will inform Class Counsel and Defendant's Counsel of the number of Class Notices mailed, the
7 number of Class Notices returned as undeliverable and re-mailed, the number of Class Notices
8 deemed finally undeliverable via mail and mail resulting in a deemed opt-out, the number of opt-
9 outs and objections, and the number of open and resolved class member disputes (as discussed in
10 paragraph 2.7.10 below).

11 **2.7 Responses to the Class Notice and Motion for Final Approval.**

12 **2.7.1** Class Members have the option to participate in this Lawsuit at their own
13 expense by obtaining their own attorney(s). Class Members who choose this option will be
14 responsible for any attorneys' fees or costs incurred as a result of this election. The Class Notice
15 will advise Class Members of this option.

16 **2.7.2 Objections to Settlement.** Class Members may also object to the
17 Settlement Agreement by submitting written objections (by mail, fax, or email) to the Settlement
18 Administrator no later than the Response Deadline. The Class Notice will advise Class Members
19 of this option. The Settlement Administrator shall provide any such objections to Class Counsel
20 and Defendant's counsel immediately upon receipt, and file the objection with the Court. If the
21 Settlement Administrator is unable to file the objection, it will notify counsel for the Settling Parties
22 and Defendant's counsel will file the objection with the Court.

23 **2.7.3 Format of Objection.** Any objections shall state: (a) the case name (*Amy*
24 *Lara v. Martin Luther King, Jr. Community Hospital, et al.*) and case number (21STCV10602); (b) the
25 objecting person's or his/her attorney's full name, address, and telephone number; (c) the words
26 "Notice of Objection" or "Formal Objection"; (d) describe, in clear and concise terms, the legal
27 and factual arguments supporting the objection; (e) list identifying witness(es) the objector may
28 call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s)

1 the objector intends to offer at the Final Approval Hearing; and (g) state whether the objection
2 applies only to the objector, to a specific subset of the Class, or to the entire Class.

3 **2.7.4 Notice of Intent to Appear in Support of Objection.** Class Members
4 who timely submit valid objections to the settlement may (though are not required to) appear at the
5 Final Approval Hearing, either on their own behalf or through the objector's own counsel. The
6 Class Notice will request that the objector notify the Parties of the objector's intent to appear at the
7 Final Approval Hearing by mailing or filing a Notice of Intent to Appear with the Court by the
8 Response Deadline.

9 **2.7.5 Class Member Address Changes.** Class Members who, for future
10 reference and mailings from the Court or Settlement Administrator, if any, wish to change the name
11 or address listed on the envelope in which the Class Notice was first mailed to them, may do so by
12 contacting the Settlement Administrator at the toll-free telephone number or mailing address
13 provided in the Class Notice.

14 **2.7.6 Requests for Exclusion ("Opt Out").** Class Members may request
15 exclusion from or "opt out" of the Settlement Class. The Class Notice will provide that Class
16 Members who wish to exclude themselves from the Settlement must mail, fax, or email to the
17 Settlement Administrator a written request for exclusion postmarked by the Response Deadline.
18 The Class Representative shall not opt out of the class.

19 **2.7.7 Format of Request for Exclusion.** The written request for exclusion
20 must: (a) state the Class Member's name, address, telephone number, and last four numbers of their
21 social security number or employee identification number; (b) state the Class Member's intention
22 to exclude themselves from or opt-out of the settlement (*e.g.*, "I want to exclude myself from this
23 settlement. I also understand that I retain all rights to sue the Defendant for the claims asserted in
24 this lawsuit."); (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member
25 or his or her lawful representative; (e) be postmarked, fax-stamped, or time stamped no later than
26 the Response Deadline. If a fully completed and properly executed Request for Exclusion is not
27 received by the Settlement Administrator from a Class Member postmarked, fax-stamped, or time
28 stamped on or before the Response Deadline, then that Class Member will be deemed to have

1 forever waived his or her right to opt out of the Settlement Class and will become Settlement Class
2 Members. Those portions of the Gross Settlement Amount for Settlement Class Members
3 attributable to Class Members who submit valid Requests for Exclusion shall become part of the
4 Net Settlement Amount, distributable to Settlement Class Members.

5 **2.7.8 Effect of “Opt Out.”** Any Class Member who returns a timely, valid, and
6 executed request for exclusion will not participate in or be bound by the settlement and subsequent
7 judgment and will not receive an Individual Settlement Payment. The Class Member who elects to
8 opt out shall not be entitled to any benefit as a result of this Litigation, nor be allowed to object to
9 this settlement.

10 **2.7.9 Failure to “Opt Out.”** Class Members who do not opt out of the
11 Settlement Class, as described in this Settlement Agreement, shall be deemed Settlement Class
12 Members and shall be subject to the Judgment regardless of whether they ultimately negotiate their
13 settlement checks.

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

1 **2.7.11 Settlement Administrator's Report.** No later than fifteen day (15)
2 business days after the Response Deadline, the Settlement Administrator will provide Counsel for
3 the Settling Parties with a complete and accurate accounting of the number of Class Notices mailed
4 to Class Members, the number of Class Notices returned as undeliverable and re-mailed, the
5 number of Class Notices deemed finally undeliverable via mail and mail resulting in a deemed opt-
6 out, the number of valid and invalid opt-outs, the number of objections, and the number of open
7 and resolved class member disputes.

8 **2.7.12 Settlement Administrator's Declaration.** No later than thirty (30)
9 calendar days after the Response Deadline or at the request of the Parties, whichever comes first,
10 the Settlement Administrator will provide the Parties with a declaration of due diligence setting
11 forth its compliance with its obligations under this Agreement. The declaration from the Settlement
12 Administrator will be filed with the Court by Class Counsel at the time the final approval motion
13 is filed. Before the Final Approval Hearing, the Settlement Administrator will supplement its
14 declaration of due diligence if any material changes occur from the date of the filing of its prior
15 declaration.

16 **2.7.13 No Solicitation of Objections or Requests for Exclusion.** Neither the
17 Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any
18 Class Member to object to the settlement, request exclusion from the settlement, or appeal from
19 the Judgment.

20 **2.8 Final Approval, Judgment, and Appeals.**

21 **2.8.1 Final Approval.** Class Counsel will file motions and memorandums in
22 support thereof for Final Approval of the settlement and the following payments in accord with the
23 terms of the Settlement Agreement: (a) Attorneys' Fees, (b) Litigation Expenses,
24 (c) Administrative Costs, (d) Enhancement Payment, and (e) the PAGA Settlement Amount. Class
25 Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment)
26 releasing and barring any Released Class Claims of the Settlement Class Members and Released
27 PAGA Claims of the Aggrieved Employees. Defendant will not oppose these motions provided
28 they are consistent with this Agreement. The Settling Parties shall take all reasonable efforts to

1 secure entry of the Order of Final Approval and Judgment. The Class Representative shall submit
2 the Judgment in this matter to the LWDA within ten (10) days after receipt of the Judgment.

3 **2.8.2 Denial or Appeal of Final Approval.** If the Court does not grant Final
4 Approval of this settlement, or if the Court's Final Approval of the settlement is reversed or
5 materially modified on appellate review, then this Settlement Agreement shall be void *ab initio*,
6 and Defendant shall have no obligation to make any payments under the Settlement Agreement,
7 except that Defendant agrees to be solely responsible for paying any fees owing to the Settlement
8 Administrator as a result of this Agreement. An award by the Court of a lesser amount than sought
9 by Plaintiff and Class Counsel for the Enhancement Award, Attorneys' Fees, or Litigation
10 Expenses will not constitute a material modification to the settlement within the meaning of this
11 paragraph.

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

19 **2.8.4 Waiver of Right to Appeal.** Provided that the Judgment is consistent with
20 the terms and conditions of this Settlement Agreement, the Parties and their respective counsel
21 waive any and all rights to appeal from the Judgment, including but not limited to, all rights to any
22 post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside
23 judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it
24 is entered. The waiver of appeal does not include any waiver of Plaintiff's and or Class Counsel's
25 right to appeal a reduction of the amounts requested for the Enhancement Award, Attorneys' Fees,
26 or Litigation Expenses, or oppose any appeal, appellate proceeding, or post-judgment proceeding.
27 For avoidance of doubt, this provision does not restrict any party's right to oppose any appeal filed
28

1 by any Class Members, in the event that a Class Member timely objected to the settlement and
2 ultimately appeals the Judgment.

3 **2.8.5 Vacating, Reversing, or Modifying Judgment on Appeal.** If, on appeal,
4 the reviewing court vacates, reverses, or modifies the Judgment such that there is a material
5 modification of the settlement, and that court's decision is not completely reversed and the
6 Judgment is not fully affirmed on review by a higher court, then this Settlement Agreement will
7 become null and void and the Settling Parties will have no further obligations under it. A material
8 modification would include, but not necessarily be limited to, any alteration of the Gross Settlement
9 Amount, an alteration in the calculation of the Net Settlement Amount or PAGA Settlement
10 Amount, and any change to the calculation of the Individual Settlement Payments.

11 **2.9 Funding and Disbursement of Settlement.**

12 **2.9.1 Funding the Settlement.** Defendant shall wire to the Settlement
13 Administrator the Gross Settlement Amount within fifteen (15) business days of the Effective Date.

14 **2.9.2 Disbursement of Settlement.** Within thirty (30) business days after the
15 Effective Date, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be
16 paid to Settlement Class Members; (2) the Attorneys' Fees and Litigation Expenses, as approved
17 by the Court, to Class Counsel; (3) the Enhancement Payment, as approved by the Court, to the
18 Class Representative; (4) the Administration Costs, as approved by the Court, to the Settlement
19 Administrator; and (5) the PAGA Settlement Amount, as approved by the Court, to the LWDA and
20 Aggrieved Employees. Following disbursement, the Settlement Administrator shall provide
21 counsel for the Settling Parties with a written confirmation of the disbursement mailing.

22 **2.9.3 Class Member Checks.** The Settlement Administrator shall issue to each
23 Settlement Class Member one check payable to the Settlement Class Member from the qualified
24 settlement account (administered by the Settlement Administrator but funded by Defendant) for
25 the Individual Settlement Payment, less applicable taxes and withholdings. The Settlement
26 Administrator shall mail this check to each Settlement Class Member at his or her Last Known
27 Address, or Updated Address if obtained.
28

1 **2.9.4 Checks to Aggrieved Employees That Are Not Settlement Class**
2 **Members.** The Settlement Administrator shall issue to each Aggrieved Employee who is not a
3 Settlement Class Member one check payable to the Aggrieved Employee that is not a Settlement
4 Class Member from the qualified settlement account (administered by the Settlement Administrator
5 but funded by Defendant) for their share of the PAGA Settlement Amount. The Settlement
6 Administrator shall mail this check to each Aggrieved Employee who is not a Settlement Class
7 Member at his or her Last Known Address as provided by Defendant within fifteen (15) business
8 days after the Effective Date in a format substantially similar to the database of Class Member
9 contact information as provided in paragraph 2.6.2. The Settlement Administrator will use the
10 same process to obtain an Updated Address for Aggrieved Employees as for the notice mailing for
11 Settlement Class Members as provided in paragraphs 2.6.6 and 2.6.8 to 2.6.12.

12 **2.9.5 Uncashed Checks and Reminder Postcard.** Checks issued to Settlement
13 Class Members, and Aggrieved Employees who are not Settlement Class Members, pursuant to
14 this Agreement shall remain negotiable for a period of one hundred eighty (180) days from the date
15 of mailing. If any checks are not redeemed or deposited within ninety (90) calendar days after
16 mailing, the Settlement Administrator will send a reminder postcard indicating that unless the
17 check is redeemed or deposited before the expiration date, it will expire and become non-
18 negotiable, and offer to replace the check if it was lost or misplaced. If any checks remain uncashed
19 or not deposited by the expiration of the one hundred eighty (180) day period during which
20 settlement checks are negotiable, the Settlement Administrator shall tender the check to the
21 California State Unclaimed Property Division in the Office of the State Controller. Settlement
22 Class Members and Aggrieved Employees who fail to negotiate their settlement checks in a timely
23 fashion shall remain subject to the terms of the Judgment.

24 **2.9.6 Post-Distribution Accounting and Settlement Administrator's Final**
25 **Report.** Within ten (10) business days after the disbursement of all funds, the Settlement
26 Administrator will serve on counsel for the Settling Parties a declaration providing a final report
27 on the disbursements of all funds. This declaration will include an easy to read chart, which will
28 provide the following information: (1) the total Gross Settlement Amount; (2) the total number of

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

13 **2.10 Releases.**

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

18 **2.10.2 Aggrieved Employees.** Upon the Effective Date and full funding of the
19 Gross Settlement Amount, each of the Aggrieved Employees shall be deemed to have, and by
20 operation of the Judgment shall have, fully, finally, and forever released, relinquished and
21 discharged the Defendant Releasees from the Released PAGA Claims.

22 **2.10.3 Plaintiff/Class Representative Only.** In addition, upon the Effective
23 Date and full funding of the Gross Settlement Amount, the Class Representative agrees to and shall
24 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
25 relinquished and discharged the Defendant Releasees from any and all actions, causes of action,
26 claims, suits, covenants, contracts, controversies, agreements, promises, indemnities, damages,
27 judgments, remedies, demands and liabilities, of any nature whatsoever, known or unknown, fixed
28 or contingent, in law, at equity or otherwise, whether direct, derivative or otherwise, which have

1 been, may be or ever could be asserted against any of the Defendant Releasees, relating to or in
2 connection with (i) any act, omission, event, occurrence, or nonoccurrence from the beginning of
3 time to the execution of this Agreement, including the Released Claims and the Plaintiff's Released
4 Unknown Claims, provided, however, that she will retain her claims for alleged pregnancy
5 discrimination and for alleged wrongful termination in violation of public policy based on her
6 pregnancy discrimination allegations. The Class Representative agrees that California Labor Code
7 section 2804 does not hinder or limit the preclusive effect of the Judgment on the Released Claims.

8 **2.11 *Costs, Attorneys' Fees and Enhancement Award.***

9 **2.11.1 Attorneys' Fees and Litigation Expenses.** Class Counsel shall be
10 entitled, subject to the approval of the Court and the occurrence of the Effective Date, to recover
11 their reasonable litigation costs, associated expenses and attorney fees pursuant to California law.
12 These costs, fees, and expenses shall be paid out of the Gross Settlement Amount, subject to Court
13 approval and the occurrence of the Effective Date. Class Counsel may apply for a total attorney fee
14 award not to exceed, \$316,666.67 (which is one-third of the Gross Settlement Amount) for all
15 attorneys' fees and actual litigation expenses not to exceed \$25,000.00. In the event that the Gross
16 Settlement Amount is increased as a result of paragraph 2.5.1, Class Counsel may, at their
17 discretion, seek attorneys' fees in the amount of one-third of the increased Gross Settlement
18 Amount. The Settlement Administrator will report the payment of Attorneys' Fees and Litigation
19 Expenses to Class Counsel on IRS Form 1099.

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

1 be responsible for the reporting and payment of any federal, state and/or local income or other form
2 of tax on any payment made pursuant to this paragraph. The payment awarded and made pursuant
3 to this paragraph shall constitute full satisfaction of any claim for fees or costs or any other
4 expenses, and the Class Representative and Class Counsel, on behalf of themselves and all
5 Settlement Class Members, agree that they shall neither seek nor be entitled to any additional
6 attorney fees or costs under any theory nor shall they seek an award in excess of the amount
7 specified herein.

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

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

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

27 **2.12 Settlement Administration Costs.**
28

1 2.12.1 The Administration Costs reasonably incurred by the Settlement
2 Administrator as a result of procedures and processes expressly required by this Settlement
3 Agreement shall be paid out of the Gross Settlement Amount, in an amount not to exceed
4 \$17,000.00. The Class Representative and Class Counsel shall have no responsibility for such fees
5 or expenses.

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

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

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

23 2.13 ***PAGA Settlement Amount.***

24 2.13.1 As part of this settlement, and subject to Court approval, the Settling
25 Parties allocate \$50,000.00 of the Gross Settlement Amount to satisfy PAGA penalties as alleged
26 in the operative First Amended Complaint. Seventy-five percent (75% or \$37,500.00) of the PAGA
27 Settlement Amount shall be paid to the LWDA and twenty-five percent (25% or \$12,500.00) of
28

1 the PAGA Settlement Amount shall be distributed to Aggrieved Employees, with each AE
2 Settlement Amount calculated as described in paragraph 1.3.

3 2.14 ***Termination of Settlement.***

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

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

17 2.15 ***Miscellaneous Provisions.***

18 2.15.1 The Settlement Administrator shall act in accordance with the Settlement
19 Agreement and the settlement contained therein or further orders of the Court.

20 2.15.2 The only Class Members entitled to any payment under this Agreement
21 and the associated Judgment are Settlement Class Members, and they shall be entitled to their
22 respective Individual Settlement Payments only.

23 2.15.3 This Agreement shall not require payment by Defendant to any third
24 parties, other than as specifically set forth in this Agreement. Any finding to the contrary will be
25 grounds for Defendant to void the settlement.

26 2.15.4 In the event that any material provision of the Settlement Agreement is
27 not substantially approved by the Court or the settlement set forth in this Agreement is terminated,
28 canceled, declared void or fails to become effective in accordance with its terms, or if the Judgment

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

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

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

25 2.15.7 The Settling Parties hereby agree that there is a good faith dispute as to
26 liability in this case. The Settlement Agreement compromises claims that were contested and the
27 subject of a good faith dispute, and it shall not be deemed an admission by any of the Settling
28 Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid in

1 Settlement and the other terms of the settlement were negotiated at arm's length and in good faith
2 with sufficient information by the Settling Parties and reflect a settlement that was reached
3 voluntarily after consultation with competent legal counsel.

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

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

16 2.15.10 All of the exhibits to the Settlement Agreement are material and integral
17 parts hereof and are fully incorporated herein by this reference.

18 2.15.11 The Settlement Agreement may be amended or modified only by a written
19 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

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

26 2.15.13 Class Counsel, on behalf of the Class, are expressly authorized by the
27 Class Representative to take all appropriate action required or permitted to be taken by the Class
28 pursuant to the Settlement Agreement to effect its terms and also are expressly authorized to enter

1 into any modifications or amendments to the Settlement Agreement on behalf of the Class which
2 they deem appropriate.

3 2.15.14 The signatories hereto hereby represent that they are fully authorized to
4 enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

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

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

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

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

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.

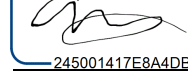
11 2.15.20 **No Publicity.** Prior to the submission of the Settlement Agreement to the
12 Court for preliminary approval, neither Class Representative nor Class Counsel shall communicate
13 any terms of this settlement to any third parties, except that the parties may disclose to any Court,
14 and to counsel in *Ramirez v. Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare*
15 *Corporation*, Case No. 21STCV02745, in the Superior Court of the State of California for County
16 of Los Angeles. Following the submission for preliminary approval and thereafter, Class
17 Representative and Class Counsel shall not publicize the settlement in this action or the terms
18 thereof via (a) press releases, (b) Internet postings, or (c) other mass or social media efforts. This
19 shall not prohibit Class Counsel from discussing this case or any aspect of this settlement with any
20 Class Representative, any Class Member (absent or otherwise) in this case, or any court or opposing
21 counsel; also, this shall not prohibit Class Counsel from in any way disclosing their mere status as
22 counsel in the case or making objective and truthful reference to the case or its settlement and any
23 attorneys' fee award in any future pleading in another litigation.

24
25 [SIGNATURES ON NEXT PAGE]
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 DATED: August 8, 2022

DocuSigned by:



245001417E8A4DB...

AMY LARA

Plaintiff and Class Representative

4
5
6
7 DATED:

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

Name:

Title:

8
9
10
11 APPROVED AS TO FORM:

12
13 DATED: August 8, 2022

DocuSigned by:



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LAVI & EBRAHIMIAN, LLP

JOSEPH LAVI

VINCENT GRANBERRY

POOJA PATEL

LAW OFFICES OF SAHAG MAJARIAN II

SAHAG MAJARIAN II

Attorneys for Plaintiff Lara/Class Counsel

14
15
16
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18
19
20 DATED:

MUNGER, TOLLES & OLSON LLP

KATHERINE M. FORSTER

ABRAHAM B. DYK

CALEB W. PEIFFER

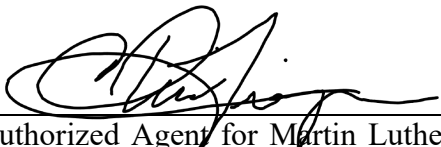
Attorneys for Defendant Martin Luther King Jr. Los
Angeles (MLK-LA) Healthcare Corporation

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

3 DATED: ____

4 _____
AMY LARA
5 Plaintiff and Class Representative

6
7 DATED: 8/11/22

8 
9 _____
Authorized Agent for Martin Luther King Jr. Los
10 Angeles (MLK-LA) Healthcare Corporation.
Name: Christopher Tiongson
Title: VP of Finance, Assistant CFO

11 APPROVED AS TO FORM:

12
13 DATED:

14 _____
LAVI & EBRAHIMIAN, LLP
15 JOSEPH LAVI
VINCENT GRANBERRY
16 POOJA PATEL
LAW OFFICES OF SAHAG MAJARIAN II
17 SAHAG MAJARIAN II
18 Attorneys for Plaintiff Lara/Class Counsel

19
20 DATED: August 12, 2022

21 
22 _____
MUNGER, TOLLES & OLSON LLP
KATHERINE M. FORSTER
23 ABRAHAM B. DYK
CALEB W. PEIFFER
24 Attorneys for Defendant Martin Luther King Jr. Los
25 Angeles (MLK-LA) Healthcare Corporation
26
27
28

Exhibit 1

**NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS ACTION AND
NOTICE OF HEARING ON PROPOSED SETTLEMENT**

**(Amy Lara, et al v. Martin Luther King Jr. Community Hospital, et al., Superior Court of the
State of California, County of Los Angeles, Case No. 21STCV00642)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

This letter is being sent to current and former hourly non-exempt California employees of Martin Luther King, Jr – Los Angeles (MLK-LA) Healthcare Corporation (“MLK”), which is otherwise known as Martin Luther King, Jr. Community Hospital. On January 7, 2021, a former employee, Plaintiff Amy Lara filed a class action lawsuit against MLK that alleges that MLK: (1) failed to pay for minimum wages for all hours worked due to off-the-clock COVID-19 questionnaires/screenings; (2) failed to pay for overtime for all overtime hours worked; (3) failed to pay reporting time pay; (4) failed to authorize or permit meal periods; (5) failed to authorize or permit rest periods; (6) failed to timely pay earned wages during employment; (7) failed to provide accurate wage statements; and (8) failed to timely pay all earned and unpaid wages due upon separation of employment. MLK denies any liability or wrongdoing of any kind with respect to the lawsuit’s allegations, and maintains that it has proper practices, but agreed to settle the lawsuit to avoid the disruption and cost of ongoing litigation.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Settlement Payment is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself from the Class Settlement but not the PAGA Settlement	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement, you will not be bound by the Settlement, and your Individual Class Settlement Payment will be allocated among the members of the Settlement Class. You cannot opt out of the PAGA portion of the proposed Settlement. You will still receive an individual PAGA settlement payment and release the Released PAGA Claims (described below). Instructions are set forth in Section 7 below.
Object to the Class Settlement but You cannot Object to	If you do not exclude yourself from the settlement, you may write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection.

the PAGA Settlement	Directions are provided in Section 8 below.
You Can Participate in the Final Approval Hearing	The Court's final Approval Hearing is scheduled to take place on [DATE]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Settlement Class Members can orally object to the Settlement at the Final Approval Hearing or write to the Court in advance.
You Can Challenge the Calculation of your Workweeks	The amount of your Individual Class Settlement Payment depends on how many workweeks you worked during the Class Period, and the amount of your individual PAGA settlement payment depends on how many pay periods you worked during the PAGA Period, respectively. If you disagree with the information in section 5 below, you must challenge it by [Response Deadline].

MARTIN LUTHER KING, JR.-LOS ANGELES (MLK-LA) HEALTHCARE CORPORATION will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the "Court") has been reached between Plaintiff Amy Lara ("Plaintiff") and Defendant MARTIN LUTHER KING, JR.-LOS ANGELES (MLK-LA) HEALTHCARE CORPORATION ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, which is defined as:

all current and former California non-exempt hourly employees of Defendant who worked as a non-exempt hourly employee at any time during the Class Period.

The Class Period is the period of time from February 1, 2020 through [the date preliminary approval of the Settlement is granted, or the date class workweeks reaches 137,629, at Defendant's election].

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On January 7, 2021, Plaintiff filed a class action complaint against Defendants MARTIN LUTHER KING, JR. COMMUNITY HOSPITAL; MLK JR. COMMUNITY HOSPITAL; MARTIN LUTHER KING, JR.-LOS ANGELES (MLK-LA) HEALTHCARE CORPORATION; and MARTIN LUTHER KING, JR. HEALTH ASSOCIATES for alleged violations of the California Labor Code in Los Angeles County Superior Court, Case No. 21STCV00642 ("Action").

Defendants Martin Luther King, Jr. Community Hospital; MLK Jr. Community Hospital; and Martin Luther King, Jr. Health Associates were dismissed without prejudice pursuant to the Court's April 27, 2021 Order.

On March 28, 2021, Plaintiff filed a separate representative action for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* in the Los Angeles County Superior Court Case No. 21STCV10602 ("PAGA Action").

The Parties attended a full-day private mediation on March 23, 2022, with Jeffrey Ross, Esq. where the Parties reached the Settlement described herein which resolved the Action and the PAGA Action.

As part of the Settlement, on June 3, 2022, Plaintiff filed a First Amended Complaint in the Action which added the claims of the PAGA Action. The First Amended Complaint alleges the following causes of action against Defendant: (i) failure to pay wages for all hours worked at the minimum wage; (ii) failure to pay wages for all hours worked at overtime rate; (iii) failure to pay reporting time pay; (iv) failure to authorize or permit meal periods; (v) failure to authorize or permit rest periods; (vi) failure to timely pay wages during employment; (vii) failure to provide compliant wage statements; (viii) failure to timely pay wages due at termination; (ix) unfair and unlawful business practices relating to or arising out of the previous claims; and (x) claims for civil penalties pursuant to the Private Attorneys General Act of 2004 (PAGA) for the alleged violations of the Labor Code.

Defendant denies and disputes all of the claims asserted against it. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Class Members properly received all meal and rest periods; that Defendant complied with California wage statement requirements; that Defendant timely paid all wages during employment and upon separation or termination of employment; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on [PRELIMINARY APPROVAL DATE]. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and for Joseph Lavi, Vincent Granberry, Pooja Patel, and Melissa A. Huether of Lavi & Ebrahimian, LLP, and Sahag Majarian II of the Law Offices of Sahag Majarian II to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay Nine Hundred Fifty Thousand Dollars (\$950,000) (the "Gross Settlement Amount") with no reversion to Defendant. The Gross Settlement Amount includes all payments of Individual Class Settlement Payments to Settlement Class Members contemplated by the Settlement, each Aggrieved Employee's portion of the PAGA Settlement Amount (the "AE Settlement Amount"), the Administration Costs, Attorneys' Fees and Litigation Expenses to Class Counsel, and Enhancement Payment to the Class Representative, and payment to the Labor and Workforce Development Agency ("LWDA") for its share of the PAGA Settlement Amount. Any employer-side payroll taxes on the portion of the Individual Class Settlement Payments allocated to wages shall be separately paid by Defendant.

Your payment will be distributed following the Final Fairness Hearing. If your mailing address changes, you are responsible for updating it with the Settlement Administrator at the phone number below.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Settlement Payments are paid to Class Members who do not request exclusion (“Settlement Class Members”):

- Administration Costs. Payment to the Settlement Administrator, not to exceed \$17,000, for expenses, including without limitation expenses of notifying Class Members of the Settlement, processing opt outs, and distributing Individual Class Settlement Payments, the AE Settlement Amount, and tax forms, and handling inquiries and uncashed checks.
- Attorneys’ Fees and Litigation Costs to Class Counsel. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$316,666.67 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Enhancement Payment. Plaintiff is requesting an Enhancement Payment in an amount not to exceed Five Thousand Dollars (\$5,000.00), or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A PAGA Settlement Amount of \$50,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$37,500) to the LWDA as the LWDA’s share of the settlement of civil penalties paid under the Settlement pursuant to the PAGA and 25% (\$12,500) will be distributed to the Aggrieved Employees on a pro rata basis based on their pay periods during the PAGA Period.

Calculation of Payments to Settlement Class Members. After all of the payments of the court-approved Enhancement Payment, the Attorneys’ Fees and Litigation Costs, the PAGA Settlement Amount, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Class Settlement Payments to the Settlement Class Members. The Net Settlement Amount is estimated to be approximately \$536,333.33, based upon the above proposed deductions. The Settlement Administrator will pay an Individual Class Settlement Payment from the Net Settlement Amount to each Settlement Class Member based on the number of workweeks each Settlement Class Member worked during the Class Period (“Individual Workweeks”). The “Class Workweeks” is the total number workweeks that all Settlement Class Members collectively worked during the Class Period. The Individual Class Settlement Payment for each Settlement Class Member will be calculated by dividing the Settlement Class Member’s Individual Workweeks by the Class Workweeks and multiplying the result by the Net Settlement Amount .

Calculation of Payments to Aggrieved Employees. The 25% share of the PAGA Settlement Amount, i.e., \$12,500, will be distributed to all current and former California non-exempt hourly

employees of Defendants who worked as a non-exempt hourly employee at any time during the PAGA Period (“Aggrieved Employees”). The PAGA Period is from February 1, 2020 through the date of final approval of the Settlement and entry of Judgment by the Court. Aggrieved Employees will receive an AE Settlement Amount based on the number of pay periods he or she worked during the PAGA Period (“Individual Pay Periods”). Aggrieved Employees will receive the AE Settlement Amount regardless of whether they exclude themselves from the Settlement. The AE Settlement Amount will be calculated by dividing the Individual Pay Periods by the number of AE Pay Periods and multiplying the result by \$12,500.00. The “AE Pay Periods” means the total number of pay periods that all Aggrieved Employees collectively worked during the PAGA Period.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If you are an Aggrieved Employee, you will receive your AE Settlement Amount regardless of whether you request exclusion from the Settlement. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. The Parties agree that the Individual Class Settlement Payments shall constitute 20% wages (“wage portion”), and 80% non-wages (including penalties and interest). The AE Settlement Amount shall be treated as 100% penalties. Neither Class Counsel nor Defendant’s Counsel intends anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him/her, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the money will be deposited with the California State Controller’s Office, Unclaimed Property Division, in your name.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged the Defendant Releasees from any and all claims, demands, rights, liabilities and causes of action, including statutory, constitutional, contractual or common law claims, for wages, damages, unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief, whether known or unknown, arising during the Class Period for (i) unpaid overtime and failure to pay minimum wages and wages due for all hours worked; (ii) failure to provide meal periods; (iii) failure to pay reporting time; (iv) failure to provide rest periods; (v) failure to timely pay wages during employment; (vi) failure to provide compliant wage statements; and (vii) failure to timely pay wages due at termination; (viii) unfair and unlawful business practices relating to or arising out of the previous claims; (ix) to the extent not covered above, any claims pled in or reasonably arising out of the facts alleged in the Operative Complaint. Released Class Claims include: (1) claims for damages, penalties or any other remedies under any statute or regulation or

other provision of law, based on the facts alleged in the Complaint, including without limitation claims under California Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 511, 512, 516, 558, 1182.12, 1194, 1197, 1197.1, and 1198; California Business and Professions Code section 17200 *et seq.* based on the preceding sections; and the applicable California Industrial Welfare Commission Wage Order; (2) claims, based on the facts alleged in the Complaint, for injunctive relief, restitution, disgorgement, accounting, declaratory relief or other equitable relief; and (3) any and all claims, based on the facts alleged in the Complaint, for interest, costs, or attorney fees, including without limitation claims under California Labor Code sections 218.5, 1194 & 2698 *et seq.* and California Code of Civil Procedure section 1021.5. Each Settlement Class Member may hereafter discover facts in addition to or different from those which he or she now knows or believes to be true with respect to the subject matter of the Released Claims, but each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Class Claims. For the sake of clarity, the Settling Parties agree that unknown Released Class Claims include only those claims that meet the definition of Released Class Claims and do not include claims that do not meet the definition of Released Class Claims. As such, for example, Released Class Claims do not include claims for any relief for wrongful termination, unlawful harassment, retaliation, Workers' Compensation, or other claims that do not arise from the facts alleged in the Complaint ("Released Class Claims").

Released PAGA Claims. Upon the Effective Date and full funding of the Gross Settlement Amount, each of the Aggrieved Employees shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged the Defendant Releasees from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising during the PAGA Period, based on facts stated in the Complaint, the PAGA Notice, and/or ascertained in the course of the Action, including, e.g., (i) unpaid overtime and failure to pay minimum wages and wages due for all hours worked; (ii) failure to provide meal periods; (iii) failure to pay reporting time; (iv) failure to provide rest periods; (v) failure to timely pay wages during employment; (vi) failure to provide compliant wage statements; and (vii) failure to timely pay wages due at termination. Released PAGA Claims include claims for civil penalties under California Labor Code section 2698 *et seq.* based on the following sections of the California Labor Code: 201, 202, 203, 204, 226, 226.3, 226.7, 510, 511, 512, 516, 558, 1182.12, 1194, 1197, 1197.1, and 1198, or any other remedies under any statute or regulation or other provision of law, based on the facts alleged in the Complaint ("Released PAGA Claims").

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

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

5. How much will my payment be and can I challenge my workweeks?

Defendant's records reflect that you worked <<____>> Individual Workweeks for Defendant as an hourly non-exempt employee in California during the Class Period.

Based on this information, your estimated Individual Class Settlement Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a signed dispute explaining the reasons for such a dispute, the number of Individual Workweeks you contend are correct, and any supporting documents, to the Settlement Administrator no later than [Response Deadline]. You may submit your challenge via email, fax, or mail to the Settlement Administrator at the contact information in section 7 below.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Individual Class Settlement Payment and, if applicable, your AE Settlement Amount, will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately 100 days after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Settlement Payment from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendant for Released Class Claims. The Gross Settlement Amount will remain the same, and your Individual Class Settlement Payment will be allocated among the members of the Settlement Class.**

To opt out, you must mail, fax, or email to the Settlement Administrator, a written, signed and dated request ("Request for Exclusion") no later than [Response Deadline]. The Request for Exclusion must (a) state the Class Member's name, address, telephone number, and last four numbers of their social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the settlement (e.g., "I want to exclude myself from this settlement. I also understand that I retain all rights to sue the Defendant for the claims asserted in this lawsuit."); (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; (e) be postmarked, fax-stamped, or time stamped no later than [Response Deadline].

You cannot opt-out of the PAGA portion of the Settlement. Settlement Class Members who exclude themselves from the Class Settlement remain eligible for their AE Settlement Amount and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period and the facts alleged in the Action.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked, time-stamped, or fax-stamped after [Response Deadline], will be rejected, and those Settlement Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out (i.e., Settlement Class Member) and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the litigation costs and/or the enhancement payment, either in writing or in person. Any objections shall state: (a) the case name (*Amy Lara v. Martin Luther King, Jr. Community Hospital, et al.*) and case number (21STCV10602); (b) the objecting person's or his/her attorney's full name, address, and telephone number; (c) the words "Notice of Objection" or "Formal Objection"; (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; and (g) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class. Objections must be postmarked, emailed, or fax stamped by [Response Deadline] and returned to the Settlement Administrator at the specified address, email address, or fax telephone number stated in Section 7.

Alternatively, a Settlement Class Member may also appear at the Final Approval hearing (detailed below), either in person or through his or her own attorney, if he or she wishes to object to the Settlement.

All written objections must be received by the Settlement Administrator no later than [Response Deadline].

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object and you will still be mailed a check for your Individual Class Settlement Payment and your AE Settlement Amount.

The addresses for Parties' counsel are as follows:

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9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012, in Department SSC7 before Judge Lawrence Riff. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing remotely using the LA CourtConnect procedure at <https://www.lacourt.org/lacc/>. If the hearing is continued, notice will be posted on the Settlement Administrator's website at _____. In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 21STCV00642.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____.

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by going to the Settlement Administrator's website at _____. You may also get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles and entering the Case No. 21STCV00642. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.