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Attorney for Plaintiff LATOSHA AUSTIN

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

LATOSHA AUSTIN, an individual;

Plaintiff,

vs.

VALLEY PRESBYTERIAN HOSPITAL, a
California nonprofit public benefit corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV22288

*[Assigned for all Purposes to the
Hon. Robert Broadbelt, Department 53]*

**JOINT STIPULATION; [PROPOSED]
ORDER**

*[SUBMITTED CONCURRENTLY WITH
REDACTED JOINT STIPULATION, WITH
PROPOSED ORDER]*

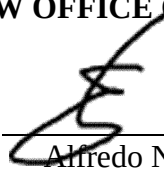
1 **TO THE COURT, ALL PARTIES, THEIR COUNSEL OF RECORD:**

2 Defendant and Plaintiff Arnold Saurin have tentatively settled a class action with PAGA
3 claims that substantially overlap with the PAGA claims asserted in this action, in the case of
4 21STCV22597, venued in front of the Hon. William F. Highberger. (See Exhibit A.) Thus, Plaintiff
5 respectfully requests that the Court dismiss the PAGA claims asserted in this action without
6 prejudice.

7 The parties stipulate and agree that the Court should approve the settlement on the terms
8 stated and contained, and as set forth in Exhibit B. The parties request approval of the allocation set
9 forth in the agreement. In addition, the parties request that the Court
10 dismiss the remaining claims and the case, with prejudice--with the exception of the paga claims
11 that are dismissed without prejudice--only after the signature and entry of the
12 order, and approval of the settlement as reflected in Exhibit B. The parties also request that the
13 Court retain jurisdiction per CCP Section 664.6. It is so stipulated.

14
15 Dated: February 23, 2022

Respectfully submitted,
LAW OFFICE OF ALFREDO NAVA JR.

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18 By:  _____
Alfredo Nava, Esq.
Attorney for PLAINTIFF
LATOSHA AUSTIN

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20
21 Dated: February 23, 2022

SEYFARTH SHAW LLP

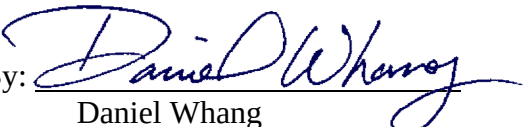
22
23
24 By:  _____
Daniel Whang
Attorney for Defendant
VALLEY PRESBYTERIAN HOSPITAL

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 10

21STCV22597

ARNOLD SAURIN vs VALLEY PRESBYTERIAN HOSPITAL

January 18, 2023

10:00 AM

Judge: Honorable William F. Highberger

Judicial Assistant: R. Aspiras

Courtroom Assistant: R. Sanchez

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Court Order Vacating Hearing on 01/18/2023

The Court's message board posting on Case Anywhere website is as follows:

"Mindful that you have settled on a class basis and per your request, the Jan. 18, 2023 event is off calendar. The Court now sets a NACR re prelim status May 4, 2023 at 9 a.m."

On the Court's own motion, the Further Status Conference scheduled for 01/18/2023 is vacated .

Non-Appearance Case Review Re Status of Preliminary Approval is scheduled for 05/04/2023 at 09:00 AM in Department 10 at Spring Street Courthouse.

The parties are notified via message board posting on the Case Anywhere website.

EXHIBIT B

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This is a Confidential Settlement Agreement and General Release (the "Agreement") between Latosha Austin ("Austin") on the one hand and Valley Presbyterian Hospital ("VPH") on the other hand. Austin and VPH will collectively be referred to as the "Parties."

WHEREAS, the Parties are currently involved in a litigation entitled *Latosha Austin v. Valley Presbyterian Hospital and DOES 1 through 100, inclusive*, filed in the Superior Court of the State of California for the County of Los Angeles on June 14, 2021, Case No. 21STCV22288 (the "Action");

WHEREAS, VPH has denied, and continues to deny, that it or any of its subsidiaries, affiliates, partners, divisions and any of its respective officers, principals, members, shareholders, employees, or agents engaged in any improper or unlawful conduct;

WHEREAS, the Parties, without conceding liability or the truth of any aspect of any of the allegations, wish to resolve finally and forever any and all disputes, controversies, and claims between them;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged hereby, and in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

1. **Payments and Benefits:** In exchange for Austin's promises in this Agreement, VPH will provide the following consideration, totaling Two Hundred Forty Thousand Dollars and Zero Cents (\$240,000):

(a) A check payable to Latosha Austin in the amount of \$35,000 minus all applicable payroll taxes and mandatory withholdings in full satisfaction of Austin's claims for alleged back pay, front pay, lost wages, unpaid wages, meal and rest period premiums, and other economic damages and injuries of whatever type or description. VPH's receipt of a Form W-4 completed and executed by Austin is a condition precedent to this payment. VPH will issue an IRS Form W-2 to Austin reflecting this payment.

(b) A check payable to Latosha Austin in the amount of \$108,000 in full satisfaction of Austin's claims for physical injury and/or emotional distress, mental suffering, and all alleged non-economic damages and injuries of whatever type or description. VPH's receipt of a Form W-9 completed and executed by Austin is a condition precedent to this payment. VPH will issue an IRS Form 1099 to Austin reflecting this payment.

(c) A check made payable to Law Office of Alfredo Nava Jr., APC in the amount of \$97,000 in full satisfaction of Austin's attorneys' fees and costs. VPH's receipt of a Form W-9 completed and executed by Law Office of Alfredo Nava Jr., APC is a condition precedent to this payment. Austin and Law Office of Alfredo Nava Jr., APC will be issued IRS Form 1099s reflecting this payment.

VPH will send the settlement checks by either personal delivery or overnight mail to Law Office of Alfredo Nava Jr., c/o Alfredo Nava, 3500 W. Beverly Blvd., Montebello, California 90640 within 60 days after all of the following has occurred: (i) VPH receives Austin's signature to this Agreement; (ii) VPH received a completed and executed Form W-4 and Form W-9 from Austin; and

(iii) the Private Attorneys General Act claims in the Action are dismissed without prejudice and the remaining claims are dismissed with prejudice.

In the event the Internal Revenue Service, or any other state or local taxing entity, or any court or other tribunal of competent jurisdiction, determines that all or part of this payment is remuneration for which any taxes are due and owing by VPH, Austin shall be solely responsible for the payment of such taxes that she should have paid or that she owes.

Austin agrees not to make a claim against VPH for the payment of any such taxes, or for any related interest or penalties for taxes that she should have paid or that she owes. Austin also agrees to indemnify VPH for any amounts which VPH may be required to pay with respect to taxes on payments owed by Austin only.

Austin will be permitted to submit this Agreement to the LWDA and to the Court to the extent required by law, as well as comply with any and all requirements set forth by the LWDA, the Court, and the statute to effectuate the settlement and dismissal of the Action. VPH will fully cooperate in obtaining PAGA approval of the individual settlement

2. Consideration: Austin recognizes that she is not entitled to receive the payments described in Paragraph 1 unless she signs this Agreement. Austin also recognizes that, other than the payments and benefits described in Paragraph 1, she is not entitled to any other benefits from VPH. Austin recognizes that these payments and benefits are enough to compensate Austin for her promises in this Agreement.

3. General Release by Austin: In exchange for the payments and benefits described in Paragraph 1, Austin fully and forever waives, releases and gives up any claim, known or unknown, Austin may have against VPH, its affiliates, parents and subsidiaries, related entities, employee benefits plans and arrangements, the trustees, fiduciaries and administrators of those plans and arrangements, any of their present or past employees, officers, directors, agents and contractors, and predecessors, successors and assigns ("Releasees") as of the date Austin signs this Agreement. This includes, but is not limited to, all claims arising from or based on Austin's employment with VPH, or Austin's separation from employment as well as any claims attributable to: common law; contract, quasi-contract or tort; claims for promissory estoppel; claims of entitlement to any pay (other than payment of the Settlement Amount); claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status; claims under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans With Disabilities Act; Section 1981 of the Civil Rights Act of 1866; age discrimination under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act; the Family and Medical Leave Act; the Employee Retirement Income Security Act ("ERISA"); claims for unfair competition; claims based on legal restrictions on VPH's right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, California Labor Code, or Industrial Welfare Commission Wage Orders.

Austin represents that she has no other pending charges, claims, litigation, complaints, or lawsuits against the Releasees but, if she did, Austin agrees to dismiss those claims with prejudice.

Nothing in any part of this Agreement limits Austin's rights to (i) file a charge with any administrative agency, communicate directly with or provide information to an agency, or otherwise participate in an agency proceeding; (ii) testify accurately in administrative, legislative, or judicial proceeding relating to alleged criminal conduct or alleged sexual harassment, pursuant to subpoena or court order to a written request from an administrative agency or legislature, or in court pursuant to subpoena or court order; or (iii) communicate with law enforcement. Austin nonetheless gives up all rights to any money or other individual relief based on any agency or judicial decision other than what is provided for in this Agreement. However, Austin may receive money properly awarded by the U.S. Securities and Exchange Commission (SEC) as a reward for providing information to that agency and may present claims for unemployment insurance and workers compensation as permitted by law.

4. Waiver of California Civil Code Section 1542. Austin expressly acknowledges and agrees that the general release contained in this Agreement include a waiver of all rights under Section 1542 of the California Civil Code. No claims, causes of action, demands, debts, obligations, liabilities, or agreements (whether known or unknown, suspected or unsuspected) are reserved. California Civil Code Section 1542 reads as follows:

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HIS
FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR OR RELEASED PARTY."**

5. Promise Not To Sue: A "promise not to sue" means Austin promises not to sue or participate in any lawsuit or action against any of the Releasees for any claim existing at the time this Agreement is signed other than those claims which may not lawfully be released in this agreement, as enumerated in section 3 above; further nothing in this Agreement forbids any participation for purposes of approving the settlement of these claims to the extent required by law. Besides releasing claims covered by that General Release, and other than as provided in this paragraph, Austin agrees never to sue or participate in any lawsuit or action against any of the Releasees for any reason covered by that General Release to the full extent of the law. This, however, does not prevent Plaintiff from serving as a witness if subpoenaed or in any way commanded through the legal processes by a Court or an administrative agency.

6. Confidentiality: Austin has not and will not disclose the terms of this Agreement, that this Agreement exists, or that she received any payments from VPH to anyone except her spouse, attorneys, financial advisors, the IRS and other taxing authorities, or as required by law. If Austin does disclose the existence of or the terms of this Agreement to her spouse, attorneys or financial advisors, Austin will tell them that they must not disclose the terms of this Agreement. If they disclose the existence of this Agreement or its terms, that will be considered a violation of this Agreement by Austin. Austin will be permitted to submit this Agreement to the Court and the LWDA, but only if required by law, the LWDA, or the Court. This Agreement shall be filed under seal if it is required to be filed with the Court and the party submitting this Agreement shall ensure it is afforded the maximum confidentiality protections permitted by law. Any violation of this provision will be considered a material breach of this Agreement. Nothing in this Agreement prevents Austin from making a truthful disclosure of factual information related to any potential

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claims, if any, of sexual harassment, workplace harassment or discrimination based on sex, failure to prevent sex discrimination or harassment in the workplace, or alleged retaliation for reporting sexual harassment or discrimination in the workplace, as provided by Code of Civil Procedure section 1001.

7. Non-Disparagement: Austin agrees that she will not in any way disparage, or encourage or induce others to disparage VPH, or make or solicit any comments, statements, or the like to the media or to others that may be considered to be derogatory or harmful to the good name or business reputation of VPH, except as may otherwise be required by law or regulation.

8. Non-Admission: By signing this Agreement, Austin recognizes that VPH does not admit that it has done anything wrong, and that VPH specifically states that it has not violated any federal, state, or local laws.

9. Violation of Agreement: Austin understands and agrees the damage to VPH if Austin breaches this Agreement will be extremely difficult to determine. Therefore, Austin agrees that if she violates this Agreement, she will pay liquidated damages in the sum of five hundred dollars (\$500) per breach of the Agreement to VPH, without prejudice to any other relief that may be available to VPH and without affecting the legality of this Agreement, including the General Release in Paragraph 3.

The prevailing party in any litigation for breach, enforcement, or interpretation of the Agreement shall be entitled to reasonable attorneys' fees and costs as determined by the court. Such fees and costs are not the exclusive remedy for a breach of this Agreement.

10. Medicare Secondary Payer: The Parties represent that none of the monies paid under this Agreement are for (i) payment of medical expenses incurred by Austin, or (ii) injuries for which Austin has received or can receive Medicare or Medicaid benefits. Austin agrees to indemnify and defend VPH against any loss or liability they incur due to Medicare or Medicaid conditional payments related to events underlying this settlement. Nothing in this Agreement prevents a party from: (i) communicating information about this Agreement for compliance purposes under the Medicare Secondary Payer law or the Medicare, Medicaid, and SCHIP Extension Act of 2007; or (ii) otherwise complying with these laws.

11. Entire Agreement: This Agreement is the entire agreement between VPH and Austin concerning Austin's employment with VPH. No other promises or agreements have been made to Austin other than those in this Agreement. In deciding to sign this Agreement, Austin has not relied on any statement by anyone associated with VPH that is not contained in this Agreement. Austin agrees that this Agreement may not be modified, altered, or changed except by a written agreement signed by VPH and Austin.

12. No Assignment: Austin warrants and represents that she has not assigned or transferred to any person not a party to this Agreement any released matter or any right to any payment or other consideration provided pursuant to this Agreement. Austin agrees to defend, indemnify, and hold VPH harmless from any and all claims based on or in connection with or arising out of any such assignment or transfer made.

13. No Attorneys' Liens: Austin expressly represents that she does not owe any monies to any former attorney (meaning someone other than Alfredo Nava, Esq.), and that any former attorney has no lien with respect to her claims. If any former attorney of Austin asserts a lien, Austin shall

indemnify and hold VPH harmless from all attorneys' fees, and liabilities they incur as a result of such a lien.

14. Severability: The Parties agree that if any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision will not be a part of this Agreement. The legality of the Agreement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid or unenforceable.

15. Enforceability: The Parties intend this Agreement to be fully binding and enforceable by the Court upon motion of any party pursuant to California Code of Civil Procedure section 664.6. The Court shall retain jurisdiction to enforce the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6.

16. Acknowledgments: Austin recognizes, understands and agrees to the following:

- a. She has had at least 21 calendar days to consider this Agreement before signing it;
- b. She has carefully read and fully understands all of the provisions of this Agreement;
- c. She knowingly and voluntarily agrees to all of the terms set forth in this Agreement and has not been coerced, threatened, or intimidated into executing this Agreement;
- d. She is, through this Agreement, releasing any and all claims she may have against VPH and the Releasees;
- e. She knowingly and voluntarily intends to be legally bound by this Agreement;
- f. She was advised, and hereby is advised in writing, to consider the terms of this Agreement and consult with her attorney before signing this Agreement; and
- g. She may revoke this Agreement after she signs the Agreement by delivering written notice to Daniel Whang, Seyfarth Shaw LLP, 2029 Century Park East, Ste. 3500, Los Angeles, California 90067 before the close of business seven days after she signs this Agreement. This Agreement will not become effective or enforceable until eight days after Austin signs it. If Austin revokes this Agreement, it will not be effective or enforceable and she will not receive the benefits described in Paragraph 1;

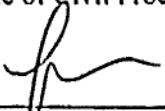
17. Interpretation: The language of all parts in this Agreement shall be construed as a whole, according to fair meaning, and not strictly for or against any party. The headings provided in boldface are inserted for the convenience of the Parties and shall not be construed to limit or modify the text of this Agreement.

18. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

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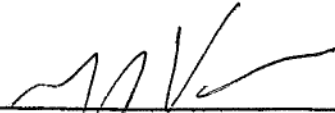
instrument. Furthermore, signatures delivered via facsimile transmission shall have the same force and effect as the originals thereof.

19. Governing Law: The governing law of this Agreement will be the substantive and procedural law of the State of California. This Agreement is specifically enforceable under California Code of Civil Procedure Section 664.6.



Latosha Austin

Date: 1/12/2023



Valley Presbyterian Hospital

Date: 1/25/2023

By: Gustavo Vallejo
Its: CEO

APPROVED AS TO FORM ONLY AS NEITHER ATTORNEY IS A SIGNATORY TO THIS CONTRACT:

LAW OFFICE OF ALFREDO NAVA JR., APC

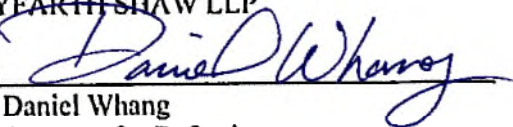
1/25/23

By: 

Alfredo Nava
Attorney for Plaintiff Latosha Austin

Date: _____

SEYEARTH SHAW LLP

By: 

Daniel Whang
Attorney for Defendant
Valley Presbyterian Hospital

Date: 1/25/2023

[PROPOSED] ORDER

After having reviewed the parties' stipulation, IT IS HEREBY ORDERED as follows:

The Parties' Stipulation and Request for Approval of Settlement is GRANTED in its entirety. The PAGA claims are dismissed without prejudice, and the remainder of the claims and the rest of the lawsuit is dismissed with prejudice, with the Court retaining jurisdiction pursuant to CCP Section 664.6.

IT IS SO ORDERED.

DATED: _____

By: _____
THE HONORABLE ROBERT BROADBELT
JUDGE OF THE SUPERIOR COURT