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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ARNOLD SAURIN, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

VALLEY PRESBYTERIAN HOSPITAL, A
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV22597

Honorable William F. Highberger
Department SSC10

CLASS ACTION

**DECLARATION OF BRIAN J. ST. JOHN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declarations of
Proposed Class Representatives (Arnold Saurin
and Ajayzeau Brown); and [Proposed] Order
filed concurrently herewith]

Date: June 7, 2023
Time: 10:30 a.m.
Department: SSC10

Complaint Filed: January 31, 2020
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Arnold Saurin and Proposed Plaintiff Ajayzeau Brown (together, “Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. From approximately December 2004 to approximately August 2008, he was employed
9 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
10 cases involving toxic torts and products liability. In addition, he gained substantial experience on
11 cases involving insurance bad faith, premises liability, and medical negligence. While employed
12 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
13 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
14 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
15 PC, he has almost exclusively focused on the prosecution of consumer and employment class
16 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
17 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
18 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
19 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
20 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
21 counsel, he has successfully litigated cases involving the executive, administrative, and other
22 overtime exemptions to the State of California and federal overtime compensation requirements.
23 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
24 contested motion practice in approximately fifteen (15) cases in the last decade and litigated over
25 1,000 class action or representative action cases.

26 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
28 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.

1 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
3 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
4 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
5 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
6 of the State of California and all United States District Courts in the State of California. He has
7 worked on many wage-and-hour class action and representative action cases, taking the lead in
8 taking and defending depositions, arguing motions, and attending mediations. He has played an
9 integral role in preparing matters for class certification, including and not limited to, successful
10 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
11 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
12 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
13 RG13680477). Under his and Edwin Aiwazian's supervision, dozens of class action or
14 representative cases have resulted in settlements that have been granted court approval, including
15 and not limited to, those listed in paragraph 7 herein. He has worked on over one hundred (100)
16 class action or representative action cases which have resulted in settlement.

17 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
18 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
19 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
20 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
21 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
22 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
23 Court. She has taken and defended dozens of depositions and successfully handled motion practice
24 in class action cases regarding discovery (including and not limited to, regarding class contact
25 information), class certification (both contested class certification and stipulated class
26 certification), arbitration agreements, coordination, intervention. She has successfully handled
27 briefing and oral argument on appeal and obtained notable decisions regarding the Private
28 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*

1 Overall Supply, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),
2 cert. denied (U.S., Dec. 11, 2017) and ZB, N.A. v. Superior Court, 8 Cal.5th175 (2019). She also
3 has extensive experience with class action and/or representative action settlements. Under her,
4 Edwin Aiwasian, and Arby Aiwasian's supervision, the firm has handled the class certification
5 and court approval process for hundreds of class action and/or representative action matters that
6 have successfully resolved. She is a member of the California Employment Lawyers Association.

7 6. I am a Member of Lawyers for Justice, PC. I received my Bachelors degree from
8 the University of California, San Diego in 2010 and earned my Juris Doctor degree from the
9 University of California, Berkeley, School of Law in 2013. I was admitted to practice law in
10 California in 2015. I am admitted to practice before all courts of the State of California and all
11 federal district courts in the State of California. I have worked on many wage and hour class action
12 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
13 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
14 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
15 court appearances. Prior to working at Lawyers for Justice, PC, I spent several years working for
16 a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was
17 employed as general counsel for a DMHC licensed discount dental plan.

18 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
19 **REPRESENTATIVE ACTION CASES**

20 7. What follows are just a few examples of the type of results Lawyers for Justice, PC
21 ("LFJ") has achieved on behalf of its clients:

22 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a major property management company involving allegations
24 of misclassification of various "manager" positions. On September 20, 2010, the court granted
25 final approval of the class action settlement. The Los Angeles County Superior Court Case
26 Number is BC400414.

27 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

4 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national property management company involving
6 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC430918.

9 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national retailer involving allegations of misclassification of
11 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
12 certification. On August 26, 2013, the court granted final approval of the class action settlement.
13 The Los Angeles County Superior Court Case Number is BC424012.

14 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a bank, involving allegations of
16 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
17 granted final approval of the class and PAGA representative action settlement. The Kern County
18 Superior Court Case Number is S-1500-CV-273194-LHB.

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
28

1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

3 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a national retailer of household
5 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
6 final approval of the class and PAGA representative action settlement. The San Francisco County
7 Superior Court Case Number is CGC-13-532344.

8 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
10 residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's
11 motion for class certification. On October 20, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Los Angeles County Superior Court Case
13 Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of upscale
16 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
17 granted final approval of the class and PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
19 Coordination Proceeding Number is 4794.

20 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
22 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
23 settlement. The Los Angeles County Superior Court Case Number is BC488069.

24 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
26 involving allegations of misclassification of the "Department Manager" position. On August 12,
27 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On
28

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-and-
7 hour class and PAGA representative action against a lumber and hardware company on behalf of
8 non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Orange County Superior Court Case Number is 30-2014-
10 00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) Our firm represented the plaintiff in a PAGA representative action, against
25 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

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1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court entered an order granting final approval of the class
9 and PAGA representative action settlement. The Los Angeles County Superior Court Case
10 Number is BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
14 order granting final approval of the class and PAGA representative action settlement. The Los
15 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
16 Proceeding Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court entered an order granting final approval of the
20 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law and finding, in part, that
28 employer arbitration agreements are unenforceable where they block a PAGA claim from

1 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
2 granted approval of the PAGA representative action settlement. The San Diego County Superior
3 Court Case Number is 34-2015-00175330.

4 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
5 wage-and-hour class and PAGA representative action against a medical equipment supplier on
6 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
7 for class certification and certified a class. The San Bernardino County Superior Court Case
8 Number is CIVDS1505744.

9 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
10 wage-and-hour class and PAGA representative action against a large national drug testing
11 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
12 plaintiff's motion for class certification and certified a class. The San Diego County Superior
13 Court Case Number is 37-2018-00019611-CU-OE-CTL.

14 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
16 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
17 court granted in part the plaintiff's motion for class certification and certified a class. The
18 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
19 Judicial Council Coordination Proceeding Number is 4930.

20 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a plastic packaging company on
22 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
23 for class certification and certified a class. On November 8, 2021, the court granted approval of
24 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
25 CIVDS1507361.

26 mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a
27 wage-and-hour class action against manufacturer and supplier of power products and services on
28 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion

1 for class certification and certified a class. The San Diego County Superior Court Case Number is
2 37-2015-00025968-CU-OE-CTL.

3 nn) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 oo) LFJ represents the plaintiff in a wage-and-hour class action against an iconic
8 lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022,
9 the court granted the plaintiff's motion for class certification in part and certified a class. The San
10 Francisco Superior Court Case Number is CGC-16-550794.

11 PRELIMINARY APPROVAL

12 Marked and attached hereto as "**EXHIBIT 1**" is the Class, Collective, and Representative
13 Action Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement") entered
14 into by and between Plaintiffs, individually and on behalf of all others similarly situated and other
15 aggrieved employees, on the one hand, and Defendant Valley Presbyterian Hospital
16 ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have
17 approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to
18 the Settlement Agreement as "Exhibit A" and respectfully request that the Court approve it as
19 well. The Parties have also agreed to the form and content of the proposed First Amended Class
20 Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, Cal.
21 Labor Code § 2698, Et Seq. ("First Amended Complaint" or "Operative Complaint"), which is
22 attached as "Exhibit A" to the [Proposed] Order Granting Approval of Class Action Settlement,
23 filed concurrently herewith. Class Counsel respectfully requests the Court grant leave to file the
24 First Amended Complaint so that the terms of the Settlement Agreement and the intent of the
25 Parties may be effectuated.

26 8. Based on information provided by Defendant, as of May 6, 2022, the Class is
27 estimated to consist of approximately three thousand one hundred eighty (3,180) individuals.

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1 9. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
2 matter has translated into tangible monetary benefits for the Class Members in the following
3 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
4 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
5 favorably with other similar class action settlements of this type given the strengths and
6 weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would
7 have only increased significantly had the case progressed through certification, trial, and/or
8 appeals.

9 10. Class Counsel has litigated the case for over one a half years and was actively
10 preparing the matter for class certification and trial. The Parties have engaged in extensive
11 settlement negotiations and participated in a formal, full-day mediation conducted by Tripper
12 Ortman, a well-respected mediator experienced in mediating complex labor and employment
13 matters. In the course of litigation, and in connection with mediation and settlement negotiations,
14 the Parties exchanged class information and engaged in an extensive discussion regarding their
15 evaluations of the case and various aspects of the case, including but not limited to, the risks and
16 delays of further litigation, the risks to the Parties of proceeding with class certification and/or
17 representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA
18 representative actions, and wage-and-hour enforcement, as well as the evidence produced and
19 analyzed, and the possibility of appeals, among other things. During all settlement discussions,
20 the Parties conducted their negotiations at arm’s length in an adversarial position. Arriving at a
21 settlement that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly
22 about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel
23 believed that they would be able to obtain class certification and prevail at trial. After conducting
24 investigations, formal and informal discovery, and exchange of information, extensive settlement
25 negotiations, and with the aid of the mediator’s evaluation, the Parties have agreed that the matter
26 is well-suited for settlement given the legal issues relating to Plaintiffs’ principal claims, as well
27 as the costs and risks to both sides that would attend further litigation. The Settlement is a fair,
28 reasonable, and adequate resolution of the Released Class Claims of Plaintiffs, Class Members,

1 PAGA Group Members, and the State of California against the Released Parties.

2 11. The Parties used the pre-mediation time to investigate the veracity, strength, and
3 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
4 Prior to engaging in mediation, Plaintiffs conducted significant investigation and formal and
5 informal discovery regarding the facts of the case, including and not limited to, the exchange,
6 review, and analysis of thousands of pages of documents and data obtained from Defendant and
7 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
8 Defendant (specifically, Requests for Production of Documents (Set One); Special Interrogatories
9 (Set One & Set Two); Requests for Admission (Set One); and Form Interrogatories (Set One)) and
10 noticed the depositions of Defendant's Person Most Knowledgeable designees. The volume of
11 data and documents that Class Counsel reviewed and analyzed included and was not limited to:
12 employment records of Plaintiffs and other Class Members, a detailed sampling of Class
13 Members' time and pay data, company policy acknowledgements, internal memoranda, job
14 descriptions, new hire orientation checklists, operations and employment practices, forms,
15 procedures, and policies (including but not limited to General Orientation 2016 Quiz, New Hire
16 Worksheet, Release Authorization and Fair Credit Reporting Act Disclosure, Occupational Health
17 Release Form, Meal Waiver for Employees in the Healthcare Industry, Six-Hour Meal Period
18 Waiver, Summary of Meal and Rest Period Policy, Confidentiality Agreement, Compliance
19 Hotline Acknowledgement, Electronic Handbook Acknowledgement, Code of Conduct Receipt,
20 and Agreement for Twelve-Hour Shift), among other information and documents. Class Counsel
21 interviewed Plaintiffs to gather facts and to identify potential witnesses. Counsel for the Parties
22 also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings,
23 discovery, and the production of documents and data prior to the mediation. Class Counsel also
24 drafted pleadings and mediation brief and prepared for and attended court proceedings, mediation,
25 and settlement negotiations, among other tasks.

26 12. Counsel for the Parties have also invested time researching and investigating the
27 applicable law, which is constantly evolving as it relates to certification, representative PAGA
28 claims, California Labor Code and the Fair Labor Standards Act ("FLSA") violations, off-the-

1 clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiffs' claims and
2 damages, and Defendant's defenses thereto, as well as facts discovered. Based on our analysis, I
3 submit that the result achieved in this litigation is fair, adequate, and reasonable.

4 13. The Settlement provides for a Total Settlement Amount of four million seven
5 hundred sixty thousand dollars and no cents (\$4,760,000.00). The Class Settlement Fund is the
6 Total Settlement Amount less the following amounts subject to approval by the Court: Attorneys'
7 Fees and Costs to Class Counsel, Enhancement Payments to Plaintiffs, Settlement Administration
8 Costs to Settlement Administrator, and allocation for PAGA Fund, seventy-five percent (75%) of
9 which is will be distributed to the Labor and Workforce Development Agency ("LWDA") and the
10 remaining twenty-five percent (25%) will be distributed to PAGA Group Members on a *pro rata*
11 basis. Assuming the amounts allocated under the Settlement toward these payments are awarded
12 by the Court, the Class Settlement Fund is currently estimated to be two million three hundred
13 sixty-six thousand seven hundred dollars and no cents (\$2,366,700.00). The Total Settlement
14 Amount will be fully distributed in accordance with the terms of the Settlement and there is no
15 reversion to Defendant.

16 14. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
17 Administrator") to handle the notice and settlement administration. The Parties respectfully
18 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
19 Administrator. Defendant will provide Simpluris with a list of Class Members that Defendant will
20 compile from its records, which will include each Class Member's full name, employee
21 identification number, last known address, number of Class Workweeks, number of PAGA
22 Workweeks, and Social Security number ("Class Data"), and Simpluris will calculate each Class
23 Member's estimated share of the Class Settlement Fund ("Individual Class Settlement Payment")
24 and each PAGA Group Member's estimated share of the PAGA Settlement Fund ("Individual
25 PAGA Settlement Share"). Simpluris will also receive requests for exclusion from the Settlement
26 and objections to the Settlement; provide necessary reports and declarations; calculate, subtract,
27 and transmit necessary taxes and withholdings; prepare and submit informational and other tax
28 filings and documents; issue and transmit all payments provided for by the Settlement, including

1 and not limited to, mailing Individual Settlement Class Payment checks to the Settlement Class
2 Members and Individual PAGA Settlement Share checks to PAGA Group Members; and perform
3 any other usual and customary duties for administering a class action settlement. Settlement
4 Administration Costs are currently estimated not to exceed twenty-two thousand dollars
5 (\$22,000.00) and will be paid out of the Total Settlement Amount, subject to approval of the Court.

6 15. Based on investigation and information discovered, Class Counsel believes that
7 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
8 that Defendant, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly pay
9 overtime and minimum wages and associated premium pay, failed to provide compliant meal and
10 rest periods and to pay associated premium pay, failed to timely pay wages during employment
11 and upon termination of employment, failed to provide compliant wage statements, failed to
12 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
13 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
14 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*).
15 Plaintiffs also asserted that Class Members were expected to perform similar job duties and were
16 subject to the same or similar operations and employment policies, practices, and procedures.
17 Additionally, Plaintiffs asserted that Defendant's recordkeeping practices with respect to Plaintiffs
18 and the Class Members were substantially the same during the time period at issue. As a result,
19 Plaintiffs claim that the Class Members, were uniformly not paid all of the compensation that was
20 owed to them by Defendant from April 5, 2020 through the date of preliminary approval. Thus,
21 in Class Counsel's view, the outcome of this litigation would be determined by Defendant's
22 uniform operations and employment practices, policies, and procedures that Plaintiffs allege
23 applied across its hourly-paid or non-exempt employees in California during the Class Period.

24 16. Class Counsel is aware of the defenses and position of Defendant, but believes that
25 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs have also
26 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
27 and delays inherent in such litigation, including those involved in class certification and/or
28 representative adjudication. Plaintiffs further recognize the burdens of proof necessary to establish

1 liability for the claims asserted in the lawsuit, Defendant's defenses, and the difficulties in
2 establishing entitlement to monetary recovery. Plaintiffs have also considered the Parties'
3 settlement discussions, as well as the evaluations of the mediator, who is experienced and well-
4 regarded in complex labor and employment matters.

5 17. Defendant, on the other hand, denied and continues to deny any liability and
6 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
7 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
8 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
9 have also had the opportunity to interview witnesses and review documents and information
10 relating to Plaintiffs' and Class Members' employment with Defendant, and Defendant's
11 operations and employment policies, practices, and procedures. The Parties also reviewed and
12 analyzed thousands of pages of documents and data, including but not limited to a detailed
13 sampling of Class Members' time and pay information, to determine the potential value and
14 strength of the claims. The available information enabled Class Counsel to estimate the potential
15 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
16 conducted adequate investigation and discovery to be sufficiently informed of the nature and
17 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
18 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
19 for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and
20 risks to both sides that would attend further litigation. The Settlement takes into account the
21 strengths and weaknesses of each side's position and the uncertainty of how the case might have
22 concluded at certification, trial, and/or appeals.

23 18. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
24 in an amount of up to thirty-eight percent (38%) of the Total Settlement Amount
25 (i.e., \$1,808,800.00) and expenses and costs in an amount not to exceed forty-five thousand dollars
26 (\$45,000.00), which will be paid out of the Total Settlement Amount, subject to approval by the
27 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and
28 will not receive any compensation until recovery is obtained.

1 19. The Settlement Agreement provides for payment of up to ten thousand dollars
2 (\$10,000.00) to Plaintiff Saurin and seven thousand five hundred dollars (\$7,500.00) to Proposed
3 Plaintiff Brown as Enhancement Payments, to be paid out of the Total Settlement Amount subject
4 to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant
5 documents and past employment records and to provide the facts and evidence necessary to
6 attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them
7 and actively tried to obtain information that would facilitate the pursuit of class and PAGA claims.
8 Accordingly, it is appropriate and just for Plaintiffs to receive an Enhancement Payment, in
9 addition to their Individual Class Settlement Payments and Individual PAGA Settlement Shares,
10 for their services on behalf of the Class, PAGA Group Members, and the State of California.

11 20. On April 5, 2021, Plaintiff Saurin provided written notice by certified mail (“PAGA
12 Letter”) to the Labor and Workforce Development Agency and Defendant of the specific
13 provisions of the California Labor Code that Defendant allegedly violated. A true and correct copy
14 of the PAGA Letter is attached hereto as “**EXHIBIT 2.**” On January 3, 2023, Plaintiff Saurin
15 provided an amended written notice by certified mail (“Amended PAGA Letter”) to the Labor and
16 Workforce Development Agency and Defendant, adding additional provisions of the California
17 Labor Code that Defendant allegedly violated. A true and correct copy of the Amended PAGA
18 Letter is attached hereto as “**EXHIBIT 3.**” A copy of the Settlement Agreement is being submitted
19 to the LWDA concurrently with this filing.

20 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
21 in the best interest of the Class, PAGA Group Members, and the State of California. Class Counsel
22 further submits that the Settlement is within an acceptable range of recovery for this type of
23 litigation given the strengths and weaknesses of the case, the inherent costs and risks of further
24 litigation, and the costs and risks associated with class certification, representative adjudication,
25 trial, and/or appeals.

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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on this 14th day of April 2023, at Glendale, California.

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6 Brian J. St. John
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EXHIBIT 1

CLASS, COLLECTIVE, AND PAGA REPRESENTATIVE ACTION SETTLEMENT
AND RELEASE

Plaintiff Arnold Saurin (“Saurin”) and proposed plaintiff Ajayzeau Brown (“Brown”) (collectively “Plaintiffs”), individually, and on behalf of all members of the Class (as defined herein), PAGA Group Members (as defined herein), and the State of California as private attorneys general under the Private Attorneys General Act, California Labor Code section 2698 (as provided herein), and Defendant Valley Presbyterian Hospital (“Defendant”), hereby enter into this Class, Collective, and PAGA Representative Action Settlement and Release Agreement (“Settlement”) as follows:

I. DEFINITIONS

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

1. “Action” refers to the lawsuit entitled *Arnold Saurin v. Valley Presbyterian Hospital*, Los Angeles County Superior Court Case No. 21STCV22597.

2. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in the Action, as set forth in Section V.B below.

3. “Class” and “Class Members” are all persons who were employed by Defendant as a non-exempt employee in California at any time during the Class Settlement Period.

4. “Class Counsel” refers to Lawyers *for* Justice, P.C.

5. “Class Settlement” means settlement and release of the Released Class Claims.

6. “Class Settlement Fund” is the Total Settlement Amount, less the PAGA Fund, court-approved Attorneys’ Fees and Costs, Settlement Administration Costs, and the Enhancement Payments.

7. “Class Settlement Period” refers to the period from June 15, 2017 through the date the Court grants preliminary approval of the Settlement.

8. “Class Workweeks” or “Workweeks” means the weeks Class Members worked for Defendant during the Class Settlement Period as a non-exempt employees in California. Defendant’s employment records shall be determinative for purposes of calculating the number of Workweeks. Partial weeks will be counted as full Workweeks.

9. “Defense Counsel” refers to Seyfarth Shaw LLP.

1 10. “Effective Date” of the Settlement shall mean the date upon which both of the following
2 have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County
3 of Los Angeles, or other court assuming jurisdiction of this matter, and (ii) the Court’s judgment approving
4 the Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s
5 judgment approving the Settlement, the date the judgment is affirmed on appeal, the date of dismissal of
6 such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme
7 Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari,
8 or the date the judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration
9 date of the time for filing or noticing any appeal of the judgment; or (iv) the date of entry of the Court’s
10 judgment approving the Settlement, if no Objection to the Class Settlement is filed and Plaintiffs and Class
11 Counsel waive their rights to appeal the Court’s judgment approving the Settlement. If a timely Objection
12 to the Class Settlement is filed or if an objection is received from the California Labor & Workforce
13 Development Agency (“LWDA”), “Effective Date” shall be the later of: (a) the date on which the time
14 for all appeals relating to the Court’s judgment approving the Settlement have expired; or (b) if an appeal,
15 review or writ is sought, the date on which the highest reviewing court renders its decision denying any
16 petition (where the immediately lower court affirmed the judgment) or affirming the judgment, provided,
17 however, that if the LWDA has commenced an investigation or issued a citation prior to the Effective
18 Date, as determined under the foregoing definition, the Effective Date will be extended to the date that
19 the LWDA concludes its investigation or resolves the citation (whichever is later), or if the LWDA objects
20 to the Settlement, the date when the LWDA’s objection to the Settlement is resolved and no longer
21 appealable.

22 11. “Enhancement Payment(s)” means the payments made to the Plaintiffs in their capacity as
23 Class Representatives in order to compensate them for their efforts in the Action and their broader release
24 of claims, as set forth in Sections V.C and VI.C.

25 12. “LWDA Payment” refers to the seventy-five percent (75%) portion of the PAGA Payment
26 (\$375,000) that will be payable to the LWDA as its share of the settlement of civil penalties paid under
27 this Agreement pursuant to the Private Attorneys General Act of 2004 (“PAGA”) on behalf of the PAGA
28 Group.

1 13. “PAGA Fund” refers to an amount not to exceed Five Hundred Thousand Dollars
2 (\$500,000), which shall include the LWDA Payment and PAGA Settlement Fund. The PAGA Fund,
3 LWDA Payment, and PAGA Settlement Fund shall be paid out of the Total Settlement Amount.

4 14. “PAGA Group” and “PAGA Group Members” are all persons who were employed by
5 Defendant as a non-exempt employee in California at any time during the PAGA Settlement Period.

6 15. “PAGA Settlement” means settlement and release of the Released PAGA Claims.

7 16. “PAGA Settlement Fund” refers to the twenty-five percent (25%) portion of the PAGA
8 Fund (\$125,000) that will be distributed to the PAGA Group.

9 17. “PAGA Settlement Period” refers to the period from April 5, 2020 through the date the
10 Court grants preliminary approval of the Settlement.

11 18. “PAGA Workweeks” means the Workweeks PAGA Group Members worked for
12 Defendant during the PAGA Settlement Period. Defendant’s employment records shall be determinative
13 for purposes of calculating the number of PAGA Workweeks. Partial PAGA Workweeks will be counted
14 as full PAGA Workweeks

15 19. “Parties” collectively refers to Plaintiffs Arnold Saurin and Ajayzeau Brown and
16 Defendant Valley Presbyterian Hospital (each of whom are individually referred to as “Party”).

17 20. “Releasees” refers to Defendant and all of its present and former parent companies,
18 subsidiaries, affiliates and joint ventures, and all of their officers, directors, management-level employees,
19 agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other
20 persons acting by through, under or in concert with any of them.

21 21. “Response Deadline” shall mean sixty (60) calendar days after the Settlement
22 Administrator mails the Class Notice to Class Members. The Response Deadline will be extended ten
23 (15) calendar days for any Class Member who is re-mailed a Class Notice by the Settlement Administrator.

24 22. “Settlement Administrator” means Simpluris, Inc., the third-party settlement administrator
25 proposed by the Parties, as approved by the Court, or such other third-party settlement administrator
26 agreed to by the Parties and approved by the Court.

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23. “Settlement Administration Costs” means the costs payable from the Total Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this Settlement, as set forth in Section V.E below.

24. “Settlement Class” and “Settlement Class Members” refers to all Class Members who do not timely and properly opt out of the Class Settlement.

25. “Total Settlement Amount” means the amount of Four Million Seven Hundred Sixty Thousand Dollars (\$4,760,000) to be paid by Defendant in full resolution of all Released Class Claims, Released PAGA Claims, and the Action, which includes all Attorneys’ Fees and Costs, Enhancement Payments, PAGA Fund, Class Settlement Fund to be paid to the Settlement Class Members, and Settlement Administration Costs. Defendant shall pay the Employer Taxes separately and in addition to the Total Settlement Amount. The Total Settlement Amount is subject to increase, as provided in Section V.A.2 below.

II. RECITALS

A. On or about April 5, 2021, notice was provided on behalf of Plaintiff Arnold Saurin (“Plaintiff Saurin”) to the Labor and Workforce Development Agency and Defendant of Plaintiff Saurin’s intent to pursue civil penalties against Defendant, under the Private Attorneys General Act, for its alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. On or about January 3, 2023, an additional notice was provided on behalf of Plaintiff Saurin to the Labor and Workforce Development Agency and Defendant, regarding the same.

B. On or about June 15, 2021, Plaintiff Arnold Saurin (“Plaintiff Saurin”) filed a Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* in Los Angeles County Superior Court, Case No. 21STCV22597, naming Valley Presbyterian Hospital as the defendant. The class action complaint asserted claims for, among other things, failure to pay minimum and straight time wages; failure to pay overtime compensation; failure to provide meal periods and pay associated meal premiums; failure to authorize and permit rest breaks and pay associated rest premiums; failure to timely pay final wages at termination; failure to timely pay wages during employment; failure to provide accurate itemized wage statements; failure to keep requisite payroll records; failure to reimburse business expenses; civil penalties under the Private Attorneys General Act

1 (“PAGA”); and violation of California’s Unfair Competition Law pursuant to Business & Professions
2 Code sections 17200, *et seq.*

3 C. The Parties participated in a full day of mediation with mediator Tripper Ortman on May
4 6, 2022. The mediation did not result in a settlement. However, the Parties continued settlement
5 discussions after the conclusion of the mediation and, with the aid of the mediator’s evaluation, ultimately
6 reached a settlement, which included the material terms contained in this Settlement.

7 D. This Agreement represents a compromise and settlement of highly disputed claims. Neither
8 this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out
9 the terms of this Settlement, is, may be construed as, or may be used as, an admission, concession, or
10 indication by or against Defendant of evidence of any unlawful conduct, fault, wrongdoing or liability
11 whatsoever.

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

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

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

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

20 B. Defendant specifically denies that it or any of the Releasees has engaged in any unlawful
21 or wrongful conduct against Plaintiffs or the Class.

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

24 **IV. STIPULATION TO CLASS AND CONDITIONAL CERTIFICATION SOLELY FOR**
25 **PURPOSES OF THE SETTLEMENT**

26 A. This Settlement is contingent upon approval of class certification under California Code of
27 Civil Procedure Section 382 and collective action certification under 29 U.S.C. § 216(b) by the Court of
28 the Class for settlement purposes only. Defendant does not waive, and instead expressly reserves, its right

1 to challenge the propriety of class certification or collective action certification treatment for any other
2 purpose should the Court not approve the Settlement.

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

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

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

15 **V. TERMS OF SETTLEMENT**

16 **A. Total Settlement Amount**

17 1. Defendant shall pay a settlement payment in a total amount not to exceed
18 \$4,760,000 (i.e., the Total Settlement Amount). The Total Settlement Amount shall include all Individual
19 Class Settlement Payments to Settlement Class Members; the PAGA Fund; Settlement Administration
20 Costs; and the Enhancement Payments to Plaintiffs. The Parties stipulate that beyond the Total Settlement
21 Amount, and with the exception of Section V.A.2 herein and Defendant's portion of employer taxes and
22 contributions mandated by law with respect to the wages portion of Individual Class Settlement Shares
23 ("Employer Taxes"), Defendant shall not owe any further monies to the Settlement Class to resolve the
24 Action and the Released Claims.

25 2. Defendant represents that the Class Members worked approximately 400,491
26 Workweeks between June 15, 2017 and October 11, 2022, which is the date the Parties agreed to a
27 settlement in principle. If the number of Class Workweeks worked by Settlement Class Members during
28 the Class Settlement Period exceeds 400,491 by more than ten percent (i.e., exceeds 440,540) as of the

1 date the Court grants preliminary approval of the Settlement, then, Defendant will select from one of the
2 following two options: (1) the Total Settlement Amount shall increase on a *pro-rata* basis equal to the
3 percentage increase in the number of Workweeks above 440,540 or (2) the Class Settlement Period and
4 PAGA Settlement Period end on the last date the number of Workweeks does not exceed 440,540.

5 B. Attorneys' Fees and Costs

6 1. Plaintiffs shall request that the Court approve an award of attorneys' fees to Class
7 Counsel in an amount not to exceed 38% of the Total Settlement Amount (\$1,808,800 if the Total
8 Settlement Amount is \$4,760,000) and award reimbursement of litigation costs and expenses to Class
9 Counsel in an amount not to exceed Forty-Five Thousand Dollars (\$45,000) upon proof of receipt.
10 Defendant will not oppose this request. Attorneys' Fees and Costs shall be paid out of the Total Settlement
11 Amount subject to approval by the Court.

12 2. The Court's approval of fees and costs requested by Class Counsel is not a material
13 term of the Settlement. If the Court does not approve or approves only a lesser amount than that requested
14 by Class Counsel for attorneys' fees or costs, the other terms of the Settlement shall still apply. The Court's
15 refusal to approve the Attorneys' Fees and Costs award requested by Class Counsel does not give Plaintiffs
16 or Class Counsel any basis to abrogate the Settlement. Any amount of an Attorneys' Fees and Costs award
17 requested by Class Counsel but unapproved by the Court shall be allocated to the Class Settlement Fund.

18 3. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement
19 Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee
20 deferral vehicles, for Class Counsel. Any additional expenses for the purchase of any attorney fee deferral
21 vehicles by the Settlement Administrator shall be paid separately by Class Counsel and shall not be
22 included within the Settlement Administration Costs. Defendant and Defense Counsel shall not be liable
23 for any expenses associated with the purchase of any attorney fee deferral vehicles by the Settlement
24 Administrator. Class Counsel shall fully indemnify Defendant for any taxes, penalties, fees, costs, and
25 other damages incurred or paid related to any such annuity.

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1 C. Enhancement Payments to Plaintiffs

2 1. Plaintiffs will request that the Court approve an Enhancement Payment to Plaintiff
3 Saurin in an amount not to exceed Ten Thousand Dollars (\$10,000) and an Enhancement Payment to
4 Plaintiff Brown in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500). Defendant
5 will not oppose any request for Enhancement Payments to Plaintiffs in an amount not to exceed \$10,000
6 for Plaintiff Saurin and in an amount not to exceed \$7,500 for Plaintiff Brown. The Enhancement
7 Payments to Plaintiffs shall be paid out of the Total Settlement Amount subject to approval by the Court.

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

10 3. Plaintiffs will be responsible for correctly characterizing the Enhancement
11 Payments for tax purposes and for paying any taxes owing on said amounts.

12 D. PAGA Fund

13 The PAGA Fund shall not exceed \$500,000; seventy-five percent (75%) of the PAGA Fund (not
14 to exceed \$375,000) shall be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%)
15 of the PAGA Fund (not to exceed \$125,000) shall be distributed to the PAGA Group Members (i.e., the
16 PAGA Settlement Fund), subject to approval by the Court. The PAGA Fund, which includes both the
17 LWDA Payment and PAGA Settlement Fund, shall be paid out of the Total Settlement Amount.

18 E. Settlement Administration Costs

19 The Parties have selected Simpluris, Inc. to be the third-party administrator (“Settlement
20 Administrator”) to disseminate the Notice of Class Action Settlement (“Class Notice”), handle the Class
21 Data, update Class Members’ mailing addresses before the initial mailing of the Class Notice, calculate
22 the *pro rata* portion of the Class Settlement Fund that each Settlement Class Member would be entitled to
23 receive under the Settlement (“Individual Class Settlement Share”), calculate the *pro rata* portion of the
24 PAGA Settlement Fund that each PAGA Group Member would be entitled to receive under the Settlement
25 (“Individual PAGA Settlement Share”), prepare declarations regarding the settlement administration,
26 provide weekly status reports, establish a Qualified Settlement Fund account pursuant to Section 468B(g)
27 of the Internal Revenue Service Code, issue settlement checks, void uncashed settlement checks, calculate
28 the Employer Taxes, and issue to Settlement Class Members forms W-2 (for the wage portion of

Individual Class Settlement Shares) and forms 1099 (for the non-wage portion of Individual Class Settlement Shares and Individual PAGA Settlement Shares) for all amounts paid under this Settlement. The Settlement Administrator shall furnish its own Employer ID Number (or such other Employer ID Number that is established for the Qualified Settlement Fund) and calculate all settlement checks and payroll deductions and withholdings required under law based on information that will be confidentially furnished by Defendant. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Twenty-Two Thousand Dollars (\$22,000).

F. Employer's Portion of Payroll Taxes

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

G. Class Settlement Fund

After deducting the Court-approved sums for the Plaintiffs' Enhancement Payments, Class Counsel's Attorneys' Fees and Costs, the PAGA Fund, and Settlement Administration Costs from the Total Settlement Amount, the remaining balance (i.e., the Class Settlement Fund) will be distributed to Settlement Class Members on a proportionate basis as described below without the need to return a claim form.

VI. CLAIMS RELEASED BY THIS SETTLEMENT

A. Claims Released by the Class and Plaintiffs

1. Upon the final approval by the Court of the Settlement and Defendant's full funding of the Total Settlement Amount, and except as to the right to enforce the terms and conditions of the Settlement, Plaintiffs and all Class Members who have not submitted a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall fully release Defendant and Releasees from any and all claims that were pled or could have been pled, based on, or which arise out of the facts alleged in the Operative Complaint, under local, state, and federal law, arising during the Class Settlement Period,

1 including known and unknown claims for failure to pay overtime wages, failure to provide meal periods
2 and associated meal premiums, failure to authorize and permit rest breaks and pay associated rest
3 premiums, failure to pay minimum and straight-time wages, failure to timely pay wages upon separation
4 of employment, failure to timely pay wages during employment, failure to provide compliant wage
5 statements, failure to keep requisite payroll records, failure to reimburse business expenses, and unfair
6 competition including but not limited to claims arising under California Labor Code sections 201-204,
7 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, the applicable IWC Wage Order, the
8 California Unfair Competition Law, Business and Professions Code section 17200 *et seq.* (“Released
9 Class Claims”).

10 2. Only those Settlement Class Members who cash, deposit, or otherwise negotiate
11 the Individual Class Settlement Payment check issued to them pursuant to this Settlement will be deemed
12 to have opted into a release of Released Class Claims arising under the Fair Labor Standards Act, 29 U.S.C.
13 section 201, *et seq.*.

14 3. The Parties stipulate that beyond the Total Settlement Amount, Defendant shall not
15 owe any further monies to the Settlement Class based upon the claims made in the Lawsuit during the
16 Class Period, subject to Section V.A.2 of this Agreement.

17 B. Claims Released by the State of California and PAGA Group

18 Upon the final approval by the Court of the Settlement and Defendant’s full funding of the Total
19 Settlement Amount, the State of California with respect to PAGA Group Members and each PAGA Group
20 Member will release Defendant and Releasees of all claims under the Private Attorneys General Act that
21 were pled or could have been pled, based on, or which arise out of the facts alleged in the Operative
22 Complaint, arising during the PAGA Settlement Period, including, but is not limited to claims for civil
23 penalties based on California Labor Code sections 201-204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.6,
24 226.7, 233, 246, 248.5, 256, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
25 1198-1199, 2800, 2802, 2810.5, and the applicable IWC Wage Orders, *including inter alia*, Wage Orders
26 4-2001 and 5-2001 (“Released PAGA Claims”).

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1 C. Additional Claims Released by Plaintiffs

2 In addition to the Released Class Claims, upon the final approval by the Court of the Settlement
3 and Defendant's full funding of the Total Settlement Amount, Plaintiffs will generally release any and
4 all claims against Defendant and the Releasees, including and not limited to, claims arising from the
5 employment relationship with Defendant, or the termination thereof, including, without limitation, claims
6 for discrimination, harassment, or retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42
7 U.S.C. Section 2000 *et seq.*, the California Fair Employment and Housing Act, Cal. Gov't Code Section
8 12900 *et seq.*, or any claims for violation of public policy. For the purpose of implementing a full and
9 complete release and discharge of Defendant and the Releasees, Plaintiffs expressly acknowledge that
10 the release in this Paragraph is intended to include in its effect, without limitation, all claims Plaintiffs
11 did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such
12 claims, or the facts upon which they might be based, would materially have affected the settlement of
13 this matter, and that the consideration given under this Settlement is also for the release of those claims
14 and contemplates the extinguishment of any such claims.

15 In furtherance of this Settlement, Plaintiffs expressly waive all rights provided by California Civil
16 Code section 1542, or other similar statutes that Plaintiffs may have against Defendants or any of the
17 Releasees. Section 1542 states:

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

24 This general release and waiver of rights under California Civil Code Section 1542 shall include
25 any and all claims based on conduct or omissions that occurred at any time prior to the date of final
26 approval by the Court of this Settlement.

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

28 A. Defendant shall provide the Settlement Administrator, within thirty (30) calendar days of
preliminary approval of the Settlement by the Court, with a list containing the full names, employee
identification numbers, last known addresses, number of Workweeks worked during the Class Settlement

1 Period and PAGA Settlement Period, and Social Security Numbers for all Class Members (“Class Data”).
2 This information is being provided confidentially to the Settlement Administrator only, and the Settlement
3 Administrator shall treat the information as private and confidential and take all necessary precautions to
4 maintain the confidentiality of contact information of the Class. The Settlement Administrator shall not
5 share the Class information with any other Party or counsel for any of the Parties. This information is to
6 be used only to carry out the Settlement Administrator’s duties as specified in this Settlement.

7 B. The Settlement Administrator will conduct a search of the United States Postal Service’s
8 National Change of Address database, to locate updated addresses and update addresses for Class
9 Members, and send the Class Notice to each Class Member by First Class U.S. Mail within twenty-one
10 (21) calendar days of receipt of the Class Data.

11 C. To provide the best notice practicable, any Class Notice returned to the Settlement
12 Administrator on or before the Response Deadline as non-deliverable with an updated mailing address
13 affixed shall be re-mailed, within three (3) business days, by First Class U.S. Mail to the forwarding
14 address affixed thereto. If a Class Notice is returned as undeliverable on or before the Response Deadline
15 as non-deliverable without a forwarding address affixed thereto, within three (3) business days), the
16 Settlement Administrator shall attempt to locate a current mailing address for the Class Member by skip-
17 tracing using the Class Member’s Social Security Number and shall re-mail the Class Notice to the updated
18 address identified. If no current address can be located, the Class Notice for that individual will be deemed
19 undeliverable. If despite the Settlement Administrator’s re-mailing the Class Notice, the re-mailed Class
20 Notice is returned as undeliverable, the Class Notice for that individual will be deemed undeliverable
21 however the Class Member will nevertheless remain bound by the Class Settlement.

22 D. The Settlement Administrator shall keep a record of the postmark mailing dates for all
23 initial mailing and re-mailings of the Class Notices and keep track of all undelivered Class Notices.

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

A. Deposit of Total Settlement Amount

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

2. Within thirty (30) calendar days after the Effective Date, Defendant shall deposit the Total Settlement Amount and Employer Taxes into the Qualified Settlement Fund.

B. Formula For Calculating Individual Class Settlement Share

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

1. Each eligible Settlement Class Member's Individual Class Settlement Share will be determined based on their number of Class Workweeks.

2. Class Members who are separated from employment with Defendant as of the date the Court grant preliminary approval of the Settlement ("Separated Settlement Class Members") will have their Class Workweeks adjusted upward using a multiplier of 1.2 to account for the release of claims under California Labor Code sections 201-203. The Class Workweeks calculations inclusive of the multiplier for Separated Settlement Class Members is referred to as the "Enhanced Class Workweeks."

3. Individual Class Settlement Shares shall be determined by dividing the Class Settlement Fund by the total number of Workweeks for all Settlement Class Members (inclusive of Enhanced Workweeks for Separated Settlement Class Members), to arrive at a value per Class Workweek ("Class Workweek Value"), and then multiplying each Settlement Class Member's individual Class Workweeks (inclusive of the Enhanced Workweeks for Separated Settlement Class Members) by the Class Workweek Value.

4. Within fourteen (14) calendar days after the Court grants final approval of the Settlement, the Settlement Administrator shall calculate each Settlement Class Member's final Individual Class Settlement Share.

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1 C. Formula for Calculating PAGA Settlement Shares

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

4 1. Each PAGA Group Member's Individual PAGA Settlement Share will be
5 determined based on their PAGA Workweeks.

6 2. Individual PAGA Settlement Shares shall be determined by dividing the PAGA
7 Settlement Fund by the total number of PAGA Workweeks for all PAGA Group Members, to arrive at a
8 value per PAGA Workweek ("PAGA Workweek Value"), and then multiplying each PAGA Group
9 Member's individual PAGA Workweeks by the PAGA Workweek Value.

10 3. Within fourteen (14) calendar days after the Court grants final approval of the
11 Settlement, the Settlement Administrator shall calculate each PAGA Group Member's Individual PAGA
12 Settlement Share.

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

14 1. The Settlement Administrator shall distribute the settlement checks containing each
15 Settlement Class Member's Individual Class Settlement Payment and each PAGA Group Member's
16 PAGA Settlement Share within fifteen (15) business days after the Effective Date. The Settlement
17 Administrator shall have the discretion to combine the Individual Class Settlement Payment and PAGA
18 Settlement Share into a single check if the intended recipient will be issued both payments. The Settlement
19 Administrator shall furnish its own Employer ID Number (or such other Employer ID Number that is
20 established for the Qualified Settlement Fund) and calculate all settlement checks and payroll deductions
21 and withholdings required under law based on information that will be confidentially furnished by
22 Defendant.

23 2. Opt-in and release language regarding the release of the Released Class Claims
24 arising under the Fair Labor Standards Act will be printed on the Individual Class Settlement Payment
25 checks issued to Settlement Class Members, with instructions that endorsing, cashing, depositing, or
26 otherwise negotiating such check constitutes consent under the Fair Labor Standards Act to opt into the
27 release of Released Class Claims arising under the Fair Labor Standards Act. The language to be included
28 will be substantially similar to the following:

1 My endorsing, cashing, depositing, or otherwise negotiating this check
2 constitutes my consent to join the lawsuit entitled *Arnold Saurin v. Valley*
3 *Presbyterian Hospital*, pending in the Superior Court of the State of California
4 for the County of Los Angeles, Case No. 21STCV22597, pursuant to the
provisions of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. Section
216(b), and release of Released Class Claims arising under the FLSA.

5 3. All settlement checks will expire after one hundred eighty (180) calendar days of
6 issuance, after which point they will be canceled. The sum value of all expired checks will be tallied by
7 the Settlement Administrator. The funds remaining and associated with canceled Individual Class
8 Settlement Payment and/or Individual PAGA Settlement Share checks will be paid to Mid Valley Family
9 YMCA, after the Court enters an order approving the Parties' stipulation to amend the judgment, which
10 Parties shall prepare and file in accordance with California Code of Civil Procedure section 384.5, *et seq.*
11 The Parties and their counsel each represent that they do not have any financial interest in Mid Valley
12 Family YMCA or otherwise have a relationship with Mid Valley Family YMCA that could create a
13 conflict of interest.

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

21 5. For purposes of this settlement, the Parties agree that 70% of each Individual Class
22 Settlement Share will be allocated as non-wages (to be reported on IRS Form 1099, if applicable) and 30%
23 of each Individual Class Settlement Share will be allocated as wages (to be reported on IRS Form W-2, if
24 applicable) and subject to withholding. The Parties further agree that, for purposes of this settlement, 100%
25 of each PAGA Settlement Share will be allocated as non-wages (to be reported on IRS Form 1099, if
26 applicable).

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6. For the portion of the Individual Class Settlement Share allocated to wages, the Settlement Administrator shall be responsible for submitting the appropriate amount of the employees' and employer's share of payroll taxes and withholdings to the appropriate state and federal tax authorities. The net payment of an Individual Class Settlement Share, after reduction for the employees' share of taxes and withholdings on the wages portion of the Individual Class Settlement Share, is referred to as the "Individual Class Settlement Payment."

7. The payments made pursuant to this Settlement shall not have any effect on the eligibility or calculation of any employee benefits provided by Defendant or any benefits plan. The Parties agree that these payments do not represent any modification of any employee's previously-credited hours or service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy. These payments also will not be considered wages, compensation, or annual earnings for benefits in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

E. Class Counsel Payment

The Class Counsel Payment shall be distributed within fifteen (15) business days after the Effective Date, or such other date thereafter, that Class Counsel requests.

F. Settlement Administration Payment

Within fifteen (15) business days after the Effective Date, the Settlement Administrator shall deduct the Court-approved sum for payment of its costs for administering the Settlement pursuant to its terms (i.e., the Settlement Administration Costs).

IX. OBJECTING TO AND OPTING OUT OF THE CLASS SETTLEMENT

A. Objections to the Settlement

1. Settlement Class Members (i.e., those Class Members who do not submit a timely and valid Request for Exclusion) desiring to object to the Class Settlement must submit a written objection to the Class Settlement ("Objection"), to the Settlement Administrator, postmarked on or before the Response Deadline. An Objection must: (a) contain the case name and number of the Action (*Arnold Saurin v. Valley Presbyterian Hospital*, Los Angeles County Superior Court Case No. 21STCV22597); (b) contain the objector's full name, signature, address, telephone number, and the last four (4) digits of

1 his or her Social Security number; (c) contain a written statement of all grounds for the objection
2 accompanied by any legal support for such objection; (d) include copies of any papers, briefs, or other
3 documents upon which the objection is based; (e) state whether the objector is represented by counsel
4 and provide said counsel's name, law firm, and address; and (e) be returned by mail to the Settlement
5 Administrator at the specified address, postmarked on or before the Response Deadline.

6 2. Settlement Class Members may also appear at the Final Approval Hearing to
7 present any objections to the Class Settlement regardless of whether they have submitted a written
8 Objection.

9 B. Requests to Be Excluded from the Class Settlement

10 1. Class Members who wish to exclude themselves from the Class Settlement must
11 submit a written letter seeking exclusion from the Class Settlement ("Request for Exclusion"), to the
12 Settlement Administrator, postmarked on or before the Response Deadline. A Request for Exclusion
13 must: (a) contain the case name and number of the Action (*Arnold Saurin v. Valley Presbyterian Hospital*,
14 Los Angeles County Superior Court Case No. 21STCV22597); (b) contain the full name, signature,
15 address, telephone number, and the last four (4) digits of the Social Security Number of the Class
16 Member requesting exclusion from the Class Settlement; (c) clearly state that the Class Member does
17 not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement
18 Administrator at the specified address, postmarked on or before the Response Deadline.

19 2. Class Members who submit a timely and valid Request for Exclusion from the Class
20 Settlement may not object to the Class Settlement.

21 3. Class Members who submit a timely and valid Request for Exclusion will not be
22 issued an Individual Class Settlement Share and will not be bound to the Class Settlement. However, all
23 PAGA Group Members will be issued an Individual PAGA Settlement Share and will be bound to the
24 PAGA Settlement, irrespective of whether they participate in or opt out of the Class Settlement.

25 C. Defendant's Right to Revoke

26 Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement
27 within fifteen (15) calendar days of expiration of the Response Deadline (and any extension thereof), if
28 five percent (5%) or more of the Class Members submit timely and valid Requests for Exclusion. To

1 exercise the right to revoke the Settlement, Defendant must provide written notice thereof to Class Counsel
2 within fifteen (15) calendar days of expiration of the Response Deadline (and any extension thereof).

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

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

6 A. Stay of All Litigation

7 Pending preliminary and final approval of the Settlement, the Parties agree that there will be a stay
8 of all litigation activity, including with respect to California Code of Civil Procedure section 583.310,
9 except such proceedings necessary to implement and complete the Settlement, pending final approval of
10 the Settlement by the Court.

11 B. Request for Court Approval

12 Class Counsel will prepare and file a motion for preliminary approval of the Settlement and a
13 motion for final approval of the Settlement, and share a draft of the motions with Defense Counsel
14 sufficiently prior to filing so that Defense Counsel has sufficient time to provide Class Counsel with
15 comments. Class Counsel shall seriously consider in good faith Defense Counsel's comments prior to
16 filing either motion.

17 C. Duties of the Parties Following Final Court Approval

18 Class Counsel will submit a [proposed] Final Approval Order and Judgment that is mutually
19 agreeable to the Parties, approving the Settlement, adjudicating the terms thereof to be fair, reasonable
20 and adequate, directing consummation of all terms and provisions in this Settlement and without affecting
21 the finality of the Final Approval Order and Judgment, allowing the Court to retain jurisdiction of all
22 matters relating to the interpretation, administration, implementation, effectuation and enforcement of the
23 Final Approval Order and Judgment and the Settlement Agreement. Class Counsel shall provide the
24 Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by
25 the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its
26 website for sixty (60) calendar days. The posting of the Final Approval Order and Judgment on the
27 Settlement Administrator's website as provided herein, shall be adequate notice within the meaning of
28 California Rule of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment

1 to the Class will be required.

2 **XI. MISCELLANEOUS PROVISIONS**

3 A. Tax Treatment and Tax Indemnification

4 Neither Defendant, Defense Counsel, Plaintiffs, or Class Counsel is giving any tax advice in
5 connection with the Settlement or any payments to be made pursuant to this Settlement. Settlement Class
6 Members will be responsible for correctly characterizing the Individual Class Settlement Share and
7 Individual PAGA Settlement Share for tax purposes and paying taxes due, if any.

8 B. Mutual Full Cooperation

9 Plaintiffs, Defendant, Class Counsel, and Defense Counsel agree to fully cooperate with each other
10 to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and
11 to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree
12 to use their best efforts and any other efforts that may become necessary by order of the Court, or otherwise,
13 to effectuate the terms of this Settlement. The Parties and their respective counsel agree not to encourage
14 members of the Class to opt out of the Class Settlement or to object to the Class Settlement, directly or
15 indirectly, through any means.

16 C. Filing of Amended Complaint

17 To implement the Settlement, Plaintiffs shall file a First Amended Class Action Complaint for
18 Damages, Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.*,
19 & Collective Action Under the Fair Labor Standards Act (“Operative Complaint” or “First Amended
20 Complaint”) in the Action, adding Ajayzeau Brown as a named plaintiff, including claims under the FLSA,
21 and fleshing-out any additional alleged California Labor Code violations stated in the PAGA letters
22 submitted by Plaintiff Saurin. The Parties shall file a joint stipulation seeking leave for Plaintiffs to file
23 their First Amended Complaint, and file the First Amended Complaint, prior to filing the motion for
24 preliminary approval of the Settlement. If necessary, e.g., because the Court has not yet processed or
25 made a decision on the joint stipulation seeking leave to file the First Amended Complaint, to expedite
26 presenting the Settlement to the Court for preliminary approval, the Parties also agree that the motion for
27 preliminary approval may include a request that Plaintiffs be granted leave to file the First Amended
28 Complaint (so that the First Amended Complaint can be filed an the first possible opportunity after the

1 Court has granted leave for doing so).

2 D. No Lien

3 Counsel for Defendant shall e-mail Schneider Wallace Cottrell Konecky LLP to obtain written
4 confirmation from Schneider Wallace Cottrell Konecky LLP that it has not filed, and will not file, an
5 attorneys' fee lien or other claim for attorneys' fees or costs in connection with the Action, and Class
6 Counsel will undertake to have Schneider Wallace Cottrell Konecky LLP respond in the affirmative.

7 E. Parties' Authority

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

10 F. Binding Nature of the Settlement

11 1. This Settlement shall be binding upon, and inure to the benefit of, the successors or
12 assigns of the Releasees. Plaintiffs represent, covenant, and warrant that they have not directly or indirectly,
13 assigned, transferred, encumbered, any of the claims being released by way of the Settlement.

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

19 3. Before this Agreement has been submitted to the Court in connection with seeking
20 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a writing
21 signed by Class Counsel and Defense Counsel. After this Agreement has been submitted to the Court in
22 connection with seeking preliminary approval of the Settlement, this Agreement may be amended or
23 modified only by a written instrument signed by Class Counsel and Defense Counsel, subject to Court
24 approval. No rights under this Settlement may be waived except in writing.

25 G. Joint Drafting of Settlement Documents

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

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

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

H. Execution of the Settlement

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

I. Continuing Jurisdiction

The Court shall retain continuing jurisdiction over this case pursuant to California Rules of Court 3.769 and California Code of Civil Procedure section 664.6, for purposes of implementing the Settlement and to ensure the continuing implementation of the provisions of the Settlement.

J. No Undue Publicity

None of the Parties nor Class Counsel shall publicize, or cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this settlement or its terms, in any type of mass media, including, but not limited to, speeches, press conferences, press releases, interviews, television or radio broadcasts, newspapers, messages on the Internet, Facebook, Twitter or any other social media, Class Counsels' or any other website. Breach of this provision by Plaintiffs or Class Counsel shall entitle Defendant in the exercise of its discretion, to nullify the Settlement at any time before the Court grants final approval of the Settlement. Should Plaintiffs or Class Counsel at any time breach this provision, Plaintiffs shall forfeit to Defendant the full amount of their respective Enhancement Payment. Without limitation by the foregoing, Defendant also may enforce this provision through an action for injunctive relief, in which case, Plaintiffs waive any obligation by Defendant to file a bond in connection with any such action. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures and submissions required to be made to the LWDA in conformity with PAGA.

K. Disputes

Any disputes arising out of or relating to this Settlement, between the Parties, will be submitted to Tripper Ortman for mediation. If Mr. Ortman is not available, then the non-binding mediation shall be conducted by a mediator selected by Mr. Ortman. The Parties will split the costs of the mediator and all Parties will bear their own attorneys' fees and other costs incurred for the additional mediation.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Class, Collective, and PAGA Representative Action Settlement and Release Agreement:

IT IS SO AGREED:

02/14/2023

Dated: February __, 2023

PLAINTIFF



2023-02-15 01:04:02 UTC - 174.193.135.188
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ARNOLD SAURIN

Dated: February __, 2023

PLAINTIFF

AJAYZEAU BROWN

Dated: February __, 2023

DEFENDANT

VALLEY PRESBYTERIAN HOSPITAL

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: February 15, 2023

LAWYERS *FOR* JUSTICE, PC

By: _____

Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Brian St. John
Attorneys for Plaintiffs

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1 K. Disputes

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3 Tripper Ortman for mediation. If Mr. Ortman is not available, then the non-binding mediation shall be
4 conducted by a mediator selected by Mr. Ortman. The Parties will split the costs of the mediator and all
5 Parties will bear their own attorneys' fees and other costs incurred for the additional mediation.

6 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Class,
7 Collective, and PAGA Representative Action Settlement and Release Agreement:

8 **IT IS SO AGREED:**

9 Dated: February __, 2023

PLAINTIFF

11 _____
ARNOLD SAURIN

12 02/14/2023
Dated: February __, 2023

PLAINTIFF

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AJAYZEAU BROWN

Dated: February __, 2023

DEFENDANT

By: _____

Its: _____

20 **APPROVED AS TO FORM:**

21 Dated: February __, 2023

LAWYERS FOR JUSTICE, PC

23 By: _____

24 Edwin Aiwarzian
25 Arby Aiwarzian
26 Joanna Ghosh
27 Brian St. John
28 Attorneys for Plaintiffs

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1 K. Disputes

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3 Tripper Ortman for mediation. If Mr. Ortman is not available, then the non-binding mediation shall be
4 conducted by a mediator selected by Mr. Ortman. The Parties will split the costs of the mediator and all
5 Parties will bear their own attorneys' fees and other costs incurred for the additional mediation.

6 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Class,
7 Collective, and PAGA Representative Action Settlement and Release Agreement:

8 **IT IS SO AGREED:**

9 Dated: February __, 2023

PLAINTIFF

10
11 _____
ARNOLD SAURIN

12 Dated: February __, 2023

PLAINTIFF

13
14 _____
AJAYZEAU BROWN

15 Dated: February __, 2023

DEFENDANT

16
17 _____
VALLEY PRESBYTERIAN HOSPITAL

18 By: Gustavo Valdez

19 Its: CEO

20 **APPROVED AS TO FORM:**

21 Dated: February __, 2023

LAWYERS FOR JUSTICE, PC

22
23 By: _____

24 Edwin Aiwazian
25 Arby Aiwazian
26 Joanna Ghosh
27 Brian St. John
28 Attorneys for Plaintiffs

///

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1 Dated: February 9, 2023

SEYFARTH SHAW LLP

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3 By: 
4 Jeffrey A. Berman
5 Daniel Whang
6 Attorneys for Defendant
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Saurin v. Valley Presbyterian Hospital
Los Angeles County Superior Court, Case No. 21STCV22597

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Plaintiffs Arnold Saurin and Ajayzeau Brown (together, "Plaintiffs" or "Class Representatives") and Defendant Valley Presbyterian Hospital ("Defendant"), was granted on [insert date], in the case entitled *Arnold Saurin v. Valley Presbyterian Hospital*, Los Angeles County Superior Court, Case No. 21STCV22597 (the "Action"), which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive payment under the Settlement) or object to the Settlement, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" refers to all persons who were employed by Defendant as a non-exempt employee in California at any time during the Class Settlement Period.

"Class Settlement Period" means the time period from June 15, 2017 through [Preliminary Approval Date].

"PAGA Group" or "PAGA Group Member(s)" means all persons who were employed by Defendant as a non-exempt employee in California at any time during the PAGA Settlement Period.

"PAGA Settlement Period" means the time period from April 5, 2020, through [Preliminary Approval Date].

II. BACKGROUND OF THE ACTION

On or about April 5, 2021, Plaintiff Arnold Saurin submitted a Private Attorneys General Act ("PAGA") Letter to the Labor and Workforce Development Agency ("LWDA") seeking civil penalties under PAGA, against Valley Presbyterian Hospital and any and all affiliates, subsidiaries, parents, directors, officers, and employees, on behalf of potentially aggrieved employees in California, for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, inter alia, Wage Orders 4-2001 and 5-2001. On or about January 3, 2023, an additional notice was provided on behalf of Plaintiff Saurin to the Labor and Workforce Development Agency and Defendant, regarding the same.

On or about June 15, 2021, Plaintiff Arnold Saurin filed a Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Cal. Labor Code § 2698, *Et Seq.* against Defendant Valley Presbyterian Hospital in the Superior Court of California for the County of Los Angeles, Case No. 21STCV04439. The Action alleges a cause of action for violations of the California Labor Code: Unpaid Overtime Wages (Lab. Code §§ 510 and 1198); Meal Period Violations (Lab. Code §§ 226.7 and 512); Rest Period Violations (Lab. Code § 226.7); Unpaid Minimum Wages (Lab. Code §§ 1194, 1197 and 1197.1); Failure to Timely Pay Final Wages (Lab. Code §§ 201 and 202); Failure to Timely Pay Wages During Employment (Lab. Code § 204); Non-Compliant Wage Statements (Lab. Code § 226); Failure to Maintain Payroll Records (Lab. Code § 1174); Failure to Reimburse Business Expenses (Lab. Code §§ 2800 and 2802); Unfair Business Practices (Bus. & Prof. Code §§ 17200, *et seq.*); and a cause of action for civil penalties under the Private Attorneys' General Act ("PAGA").

On or about [FAC Filing Date], Plaintiffs Arnold Saurin and Ajayzeau Brown filed a First Amended Class Action Complaint for Damages, Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., & Collective Action Under the Fair Labor Standards Act (“Operative Complaint”) in the Action, adding Ajayzeau Brown as a named plaintiff, including claims under the FLSA, and fleshing-out any additional alleged California Labor Code violations stated in the PAGA letters submitted by Plaintiff Saurin.

Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, declaratory relief, penalties, interest, and attorneys’ fees and costs.

Defendant denies all the allegations in the Action or that they violated any law and contends that at all times they have fully complied with all applicable federal, state, and local laws.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Class, Collective, and PAGA Representative Action Settlement and Release (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on [Preliminary Approval Date]. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Arnold Saurin and Ajayzeau Brown as representatives of the Class (“Class Representatives”), and the following law firm as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

The Settlement represents a compromise and Settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and that the Settlement is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is Four Million Seven Hundred Sixty Thousand Dollars (\$4,760,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members who do not opt out of this Settlement (“Settlement Class Members”) is referred to as the “Class Settlement Fund.” The Class Settlement Fund will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount of up to thirty-eight percent (38%) of the Total Settlement Amount (i.e., up to \$1,808,800 if the Total Settlement Amount is \$4,760,000) and reimbursement of litigation costs and expenses in an amount of up to Forty-Five Thousand Dollars (\$45,000.00) to Class Counsel (collectively, “Attorneys’ Fees and Costs”); (2) enhancement payments in an amount not to exceed Ten Thousand Dollars (\$10,000) to Plaintiff Saurin and Seven Thousand Five Hundred Dollars to Plaintiff Brown for their services (“Enhancement Payments”); (3) settlement administration costs in an amount not to exceed Twenty-Two Thousand Dollars (\$22,000.00) to the Settlement Administrator (“Settlement Administration Costs”); and (4) the allocation of Five Hundred Thousand Dollars (\$500,000.00) to settle all claims under PAGA (“PAGA Fund”), of which 75%, or \$375,000.00, will be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining 25%, or \$125,000.00, (“PAGA Settlement Fund”) will be distributed *pro rata* to PAGA Group Members.

Class Members are eligible to receive a *pro rata* share of the Class Settlement Fund (“Individual Class Settlement Share”) based on the number of workweeks during which they worked for Defendant as a non-exempt employee in California during the Class Settlement Period (“Class Workweeks”). Each PAGA Group Member’s *pro rata* share of the PAGA Settlement Fund (“Individual PAGA Settlement Share”) will be based on the number of workweeks during which they

worked for Defendant during the PAGA Settlement Period (“PAGA Workweeks”).

Each Individual Class Settlement Share will be allocated as thirty percent (30%) to wages (which will be reported on an IRS Form W2), and seventy percent (70%) to interest, penalties, and other non-wage damages (which will be reported on an IRS Form 1099, if applicable). Each Individual Class Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Class Settlement Share. The net payment of each Settlement Class Member’s Individual Class Settlement Share (after reduction for the employee’s share of taxes on the wage portion) is referred to as their “Individual Class Settlement Payment.” Each Individual PAGA Settlement Share will be allocated as one hundred percent (100%) penalties and will be reported on IRS Form-1099 (if applicable) by the Settlement Administrator.

If the Court grants final approval of the Settlement, Individual Class Settlement Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator by way of check and Individual PAGA Settlement Shares will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

B. Your Pay Periods Based on Defendants’ Records

According to Defendant’s records:

From June 15, 2017, through [Preliminary Approval Date], you worked for Defendant Valley Presbyterian Hospital as a non-exempt employee in California for [] Class Workweeks.

From April 5, 2020, through [Preliminary Approval Date], you worked for Defendant Valley Presbyterian Hospital as a non-exempt employee in California for [] PAGA Workweeks.

C. Your Estimated Individual Class Settlement Share and Individual PAGA Settlement Share

As explained above, your estimated Individual Class Settlement Share and Individual PAGA Settlement Share are based on the number of ClassWorkweeks and PAGA Workweeks credited to you.

Under the terms of the Settlement, your Individual Class Settlement Share is estimated to be \$[]. The Individual Class Settlement Share is subject to reduction for the employee’s share of taxes and withholding with respect to the wage portion of the Individual Class Settlement Share.

Under the terms of the Settlement, your Individual PAGA Settlement Share is estimated to be \$[].

Individual Class Settlement Payments (i.e., the net payment of the Individual Class Settlement Share after reduction for the employee’s share of taxes on the wage portion) will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The Settlement approval process may take multiple months. Your Individual Class Settlement Share and Individual PAGA Settlement Share in this Notice is only an estimate. Your actual Individual Class Settlement Share and Individual PAGA Settlement Share may be higher or lower.

D. Released Claims

Upon the final approval by the Court of the Settlement and Defendant’s full funding of the Total Settlement Amount, each of the Settlement Class Members (including all the Class Representatives) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever agreed to release, discharge, hold harmless, and covenant not to sue each and all the Releasees for the Released Class Claims and each PAGA Group Member will be deemed have, and by operation of the Judgment will have fully, finally, and forever agreed to release, discharge, hold harmless, and covenant

not to sue each and all the Released Parties for the Released PAGA Claims.

“Released Class Claims” means any and all claims that were pled or could have been pled, based on, or which arise out of the facts alleged in the Operative Complaint, under local, state, and federal law, arising during the Class Settlement Period including known and unknown claims for failure to pay overtime wages, failure to provide meal periods and associated meal premiums, failure to authorize and permit rest breaks and pay associated rest premiums, failure to pay minimum and straight-time wages, failure to timely pay wages upon separation of employment, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse business expenses, and unfair competition including but not limited to claims arising under California Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, the applicable IWC Wage Order, the California Unfair Competition Law, Business and Professions Code section 17200 et seq.

“Released PAGA Claims” means all claims under the Private Attorneys General Act that were pled or could have been pled, based on, or which arise out of the facts alleged in the Operative Complaint, arising during the PAGA Settlement Period, including, but is not limited to claims for civil penalties based on California Labor Code sections 201-204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 233, 246, 248.5, 256, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198-1199, 2800, 2802, 2810.5, and the applicable IWC Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001.

“Releasees” means Defendant and all of its present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, management-level employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-eight percent (38%) of the Total Settlement Amount (i.e., up to \$1,808,800) and reimbursement of litigation costs and expenses in an amount of up to Forty-Five Thousand Dollars (\$45,000), to be paid from the Total Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Payments to Plaintiffs

Plaintiffs will seek the amount of Ten Thousand Dollars (\$10,000) to Plaintiff Arnold Saurin and Seven Thousand Five Hundred Dollars (\$7,500) to Plaintiff Ajayzeau Brown as Enhancement Payments in recognition of their services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Class Settlement Payment and Individual PAGA Settlement Share that they are entitled to under the Settlement.

G. Settlement Administrator Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty-Two Thousand Dollars (\$22,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, receiving and reviewing requests for exclusion or objections, if any, submitted by Class Members, calculating Individual Class Settlement Payments and Individual PAGA Settlement Shares, and distributing payments and tax forms under the Settlement, and will be paid from the Total Settlement Amount subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive money from the Settlement, you do not have to do anything. You will automatically be issued your Individual Class Settlement Payment unless you decide to exclude yourself from the Class Settlement. Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Releasees for the Released Class Claims and Released PAGA Claims, as described in Section III.D above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own

counsel, in which event you will be responsible for your own attorney's fees and expenses. If you qualify as a PAGA Group Member, you will be bound to the release of Released PAGA Claims and will be issued your Individual PAGA Settlement Share, irrespective of whether you exclude yourself from the Class Settlement.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from (or "opt out" of) the Class Settlement by submitting a timely, written request for exclusion from the Settlement to the Settlement Administrator at the following address:

[Settlement Administrator]

[Address]

The request for exclusion must: (a) contain the case name and number of the Action (*Arnold Saurin v. Valley Presbyterian Hospital*, Los Angeles County Superior Court Case No. 21STCV22597); (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Class Member requesting exclusion from the Class Settlement; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid request for exclusion from the Class Settlement will not be entitled to receive an Individual Class Settlement Payment from the Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Any Class Members who do not submit a timely and valid request for exclusion from the Settlement will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims and Released PAGA Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all PAGA Group Members will receive their share of the 25% share of the PAGA Fund (i.e., Individual PAGA Settlement Share) and will be bound to PAGA Settlement, irrespective of whether they submit a Request for Exclusion

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a request for exclusion from the Settlement, by submitting a written objection ("Objection") to the Settlement Administrator or by orally presenting your objection at the Final Approval Hearing (you may appear at the Final Approval Hearing and make an oral objection without submitting a written objection).

A written Objection must: (a) contain the case name and number of the Action (*Arnold Saurin v. Valley Presbyterian Hospital*, Los Angeles County Superior Court Case No. 21STCV22597); (b) contain the full name, signature, address, telephone number, and the last four (4) digits of the Social Security Number of the Class Member requesting exclusion from the Class Settlement; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) include copies of any papers, briefs, or other documents upon which the objection is based; (e) state whether the objector is represented by counsel and provide said counsel's name, law firm, and address; and (e) be filed or postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a hearing (the "Final Approval Hearing") in Department 10 of the Los Angeles County Superior Court, located at the Spring Street Courthouse at 312 North Spring Street, Los Angeles, California 90012 on **DATE, at TIME**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys' fees and costs to Class Counsel, Enhancement Payments to Plaintiffs, and Settlement Administrator Costs to the Settlement Administrator should be awarded. If the Court enters an order and judgment granting final approval of the Settlement, a copy of this order and judgment will be posted on the Settlement Administrator's website; to access it you will need to navigate to the following web URL: [insert]

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the

Final Approval Hearing, although you may appear if you wish to regardless of whether you submitted a Objection.

Personal appearances and telephonic appearances are an option. You can find information regarding the Court's most current COVID-19 guidelines online at: <https://www.lacourt.org/>. You can find information regarding appearing remotely online at: <https://my.lacourt.org/laccwelcome>. Please note that there may be deadlines to reserve a remote appearance and fees or charges may apply. Hearings before the judge overseeing this case are currently being conducted remotely with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the Final Approval Hearing, Class Members who wish to appear at the Final Approval Hearing should contact Class Counsel to arrange a remote appearance through CourtCall, at least three (3) days before the hearing if possible. Any CourtCall fees for an appearance by an objecting Class Member shall be paid by Class Counsel.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement by going to Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012, during the court's business hours of each court day and requesting to look at paper records. You can also access documents filed in the Action, to the extent they have been imaged for online access, as well as basic information regarding hearing dates and filings in the Action by looking the case up on the Case Access Portal of the Court's website (www.lacourt.org/casesummary/ui/). Fees may apply for accessing and/or obtaining copies of documents from the Court in person or online. To look up and access documents and information on the Court's systems, you will need to use the case number.

Please note, due to the COVID-19 pandemic, there may be limitations on access to court facilities. Please visit the following link for the Court's most current social distancing procedures and information regarding accessing court facilities: <https://www.lacourt.org/courthouse/info/la>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

EXHIBIT 2

LAWYERS FOR JUSTICE[®]

April 5, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: VALLEY PRESBYTERIAN HOSPITAL

Dear Representative:

We have been retained to represent Arnold Saurin against Valley Presbyterian Hospital (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "VPH") for violations of California wage-and-hour laws. Mr. Saurin seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Saurin seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

VPH employed Mr. Saurin as an hourly-paid, non-exempt employee from approximately October 2016 to approximately September 2020, in the State of California.

The "aggrieved employees" that Mr. Saurin may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, VPH has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

VPH required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, donning and doffing, responding to work related inquiries from managers/supervisors, answering

phone calls, helping patients, and responding to emergencies. VPH rounded the work time recorded by aggrieved employees, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Saurin and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Saurin and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, VPH required Mr. Saurin and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. VPH also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, VPH failed to pay Mr. Saurin and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, VPH failed to pay Mr. Saurin and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, VPH did not provide Mr. Saurin and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from VPH were in violation of California Labor

Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Saurin and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Saurin and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Saurin and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Saurin and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Saurin and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, VPH failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Saurin and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, VPH did not provide Mr. Saurin and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, VPH failed to pay Mr. Saurin and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Saurin and the other

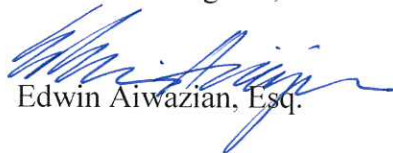
aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, VPH failed to pay Mr. Saurin and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Saurin and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Saurin and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by VPH. These costs include, but are not limited to, the use of personal phones for business-related tasks.

Therefore, on behalf of all aggrieved employees, Mr. Saurin seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,


Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Valley Presbyterian Hospital
c/o Tamala Choma
Agent for Service of Process
15107 Vanowen Street
Van Nuys, CA 91405

EXHIBIT 3



January 3, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: VALLEY PRESBYTERIAN HOSPITAL

Dear Representative:

We have been retained to represent Arnold Saurin against Valley Presbyterian Hospital (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "VPH") for violations of California wage-and-hour laws. Mr. Saurin seeks penalties for violations of the Fair Labor Standards Act ("FLSA") California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Saurin seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

VPH employed Mr. Saurin as an hourly-paid, non-exempt employee from approximately October 2016 to approximately September 2020, in the State of California.

The "aggrieved employees" that Mr. Saurin may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, VPH has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, FLSA sections 206 and 207, California Labor Code sections 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 233, 246, 248.5, 256, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2810.5, and the applicable IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

VPH required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, donning and doffing, responding to work related inquiries from managers/supervisors, answering

phone calls, helping patients, and responding to emergencies. VPH rounded the work time recorded by aggrieved employees, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. The Fair Labor Standards Act (FLSA) requires employers to pay an overtime rate for any hours between 40 and 60 hours per week. During the relevant time period, Mr. Saurin and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Saurin and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, VPH required Mr. Saurin and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. VPH also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer fails to pay owed wages in accordance with sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. Additionally, under California Labor Code section 256, the Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days pay as waiting time under the terms of section 203. During the relevant time period, VPH failed to pay Mr. Saurin and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, VPH failed to pay Mr. Saurin and other aggrieved employees all wages due to them within any time period specified by California Labor Code

section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 210 requires that an employer who fails to pay the wages of employees as provided in Sections 201.3, 204, 204(b), 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall pay a civil penalty in the amounts of one hundred dollars (\$100) for each failure to pay employee for the initial violation and two hundred dollars (\$200) for each failure to pay each employee plus twenty-five percent (25%) of the amount unlawfully withheld for each subsequent violation. During the relevant time period, VPH failed to pay Mr. Saurin and the aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201.3, 204, 204(b), 204.1, 204.2, 204.11, and 1197, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code Section 216 provides that in addition to these penalties, any employer who has the ability to pay and willfully refuses to pay wages due and payable after demand has been made or falsely denies the amount due with intent to harass or defraud the person to whom such indebtedness is due is guilty of a misdemeanor. California Labor Code Section 225.5 requires that any employer who violates Section 216 shall be subject to a civil penalty in the amounts of one hundred dollars (\$100) for each failure to pay employee for the initial violation and two hundred dollars (\$200) for each failure to pay each employee plus twenty-five percent (25%) of the amount unlawfully withheld for each subsequent violation. During the relevant time period, VPH failed to pay Mr. Saurin and the aggrieved employees all wages due to them within any time period including earned and unpaid minimum, overtime, and premium wages as discussed above, in violation of California Labor Code Section 216.

California Labor Code section 221 provides that it is unlawful for an employer to collect or receive from an employee any part of wages paid by said employer to said employee. During the relevant time period, VPH unlawfully collected and/or received amounts due to Mr. Saurin and the aggrieved employees for wages by requiring them to regularly work off-the-clock, both before and after their shifts and during meal periods, for which they were not compensated at the applicable minimum, regular, or overtime rate, and automatically deducted meal periods regardless of whether employees were actually able to take compliant meal periods.

California Labor Code section 223 provides that it is unlawful for an employer to secretly pay a lower wage while purporting to pay the minimum wage designated by statute or by contract. During the relevant time period, VPH unlawfully and secretly paid a lower wage while purporting to pay the minimum wage, by requiring Mr. Saurin and the aggrieved employees to regularly perform job duties off-the-clock, both before and after their shifts and during meal periods, and by automatically deducting pay for meal periods and uniform rental, maintenance, and/or replacement. As a result, Mr. Saurin and aggrieved employees were not compensated at the applicable minimum, regular, or overtime rates.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, VPH did not provide Mr. Saurin and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from VPH were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total

hours worked by Mr. Saurin and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above. Under California Labor Code Section 226.3, any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226 in addition to any other penalty provided by law. Any employer who knowingly and intentionally violates the provisions of Section 226, or any officer, agent, employee, fiduciary, or other person who has the control, receipt, custody, or disposal of, or pays, the wages due any employee, and who knowingly and intentionally participates or aids in the violation of any provision of Section 226 is guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than one thousand dollars (\$1,000) or be imprisoned not to exceed one year, or both, at the discretion of the court.

California Labor Code section 233 requires that an employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement. California Labor Code section 246 requires that an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. Under California Labor Code section 248.5, if paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000). During the relevant time period, VPH did not provide Mr. Saurin and the aggrieved employees all sick leave they were entitled to during employment.

California Labor Code sections 551, 552, 558, and 558.1 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Saurin and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Saurin and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Saurin and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Saurin and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) and 1174.5 require an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the

commission, but in any case shall be kept on file for not less than two years. Any employer willfully fails to maintain accurate and complete records required by subdivision (d) of section 1174 shall be subject to a civil penalty of five hundred dollars (\$500). During the relevant time period, VPH failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Saurin and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. In accordance with section 1194.2, in any action under section 1194 or 1197.1 an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. During the relevant time period, VPH did not provide Mr. Saurin and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. In accordance with California Labor Code section 1199, an employer is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both if they pay an employee a wage less than the minimum fixed by an order of the commission. During the relevant time period, VPH failed to pay Mr. Saurin and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Saurin and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, VPH failed to pay Mr. Saurin and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Saurin and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Saurin and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by VPH. These costs include, but are not limited to, the use of personal phones for business-related tasks.

California Labor Code section 2810.5 requires an employer to, at the time of hiring, provide each employee a written notice containing the following information: (a) the rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,

including any rates for overtime, as applicable; (b) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (c) the regular payday designated by the employer in accordance with the requirements of this code; (d) the name of the employer, including any “doing business as” names used by the employer; (e) the physical address of the employer’s main office or principal place of business, and a mailing address, if different; (f) the telephone number of the employer; (g) the name, address, and telephone number of the employer’s workers’ compensation insurance carrier; (h) that an employee may accrue and use sick leave, has a right to request and use accrued paid sick leave, may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave, and has the right to file a complaint against an employer who retaliates; and (i) any other information that the Labor Commissioner deems material and necessary. Mr. Saurin and other aggrieved employees did not receive written notice of all of the above factors at the time of hiring.

Therefore, on behalf of all aggrieved employees, Mr. Saurin seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in blue ink, appearing to read "Brian J. St. John".

Brian J. St. John, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

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