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Attorneys for Plaintiffs

**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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

Complaint Filed: June 15, 2021
Trial Date: None Set

1 This matter has come before the Honorable William F. Highberger in Department SSC10
2 of the Superior Court of the State of California, for the County of Los Angeles, on June 7, 2023 at
3 10:30 a.m. for Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Lawyers *for*
4 Justice, PC appears as counsel for Plaintiff Arnold Saurin and Proposed Plaintiff Ajayzeau Brown
5 ("Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved
6 employees and Seyfarth Shaw LLP appears as counsel for Defendant Valley Presbyterian Hospital
7 ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class, Collective, and Representative Action
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 "EXHIBIT 1" to the Declaration of Brian J. St. John in Support of Plaintiffs' Motion for Preliminary
15 Approval of Class Action Settlement. This is based on the Court's determination that the Settlement
16 falls within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. The Court hereby grants Plaintiff Saurin leave to file the [Proposed] First Amended
21 Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act,
22 Cal. Labor Code § 2698, Et Seq. ("First Amended Complaint") which is attached hereto as
23 "**EXHIBIT A.**" The First Amended Complaint shall be deemed filed as of the date of the entry of
24 this Order, and shall be the operative complaint in the Action for purposes of Settlement, including
25 the release of claims. Defendant shall file an Answer within ten (10) court days of the date the First
26 Amended Complaint is filed.

27 4. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
28 and reasonable. It appears to the Court that extensive investigation and research have been

1 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
2 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
3 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
4 further prosecution of the case. It further appears that the Settlement has been reached as the result
5 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

6 5. The Court preliminarily finds that the Settlement, including the allocations for the
7 Attorneys' Fees and Costs, Enhancement Payments, PAGA Fund, Settlement Administration Costs,
8 and payments to the Settlement Class Members and PAGA Group Members provided thereby,
9 appear to be within the range of reasonableness of a settlement that could ultimately be given final
10 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
11 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
12 to the Settlement Class Members and PAGA Group Members are fair, adequate, and reasonable
13 when balanced against the probable outcome of further litigation relating to certification, liability,
14 and damages issues.

15 6. The Court concludes that, for settlement purposes only, the proposed Class meets
16 the requirements for certification under section 382 of the California Code of Civil Procedure in
17 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the members of the Class with respect to the subject matter of the
20 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
21 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
22 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
23 Counsel is qualified to act as counsel for Plaintiffs in their individual capacity and as the
24 representatives of the Class.

25 7. The Court conditionally certifies, for settlement purposes only, the Class, defined as
26 follows:

27 All persons who were employed by Defendant as non-exempt employees in
28 California at any time during the period from June 15, 2017 through the date the
Court grants preliminary approval of the settlement.

1 8. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
2 (“Class Counsel”).

3 9. The Court provisionally appoints Plaintiffs Arnold Saurin and Proposed Plaintiff
4 Ajayzeau Brown as the representatives of the Class (“Class Representatives”).

5 10. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
6 administration of the Settlement (“Settlement Administrator”).

7 11. Within thirty (30) calendar days of the date of this Order, Defendant shall provide
8 the Settlement Administrator with the following information about each Class Member: full name,
9 last known address, Social Security number, employee identification number, and the number of
10 Class Workweeks and PAGA Workweeks (collectively referred to as the “Class Data”) in
11 conformity with the Settlement Agreement.

12 12. The Court approves, both as to form and content, the Notice of Class Action
13 Settlement (“Class Notice”) attached hereto as “**EXHIBIT B.**” The Class Notice shall be provided
14 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
15 Class Notice appears to fully and accurately inform the Class Members of all material elements of
16 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting an
17 opt out request, and of each Settlement Class Member’s right and opportunity to object to the
18 Settlement by submitting an objection. The Court further finds that distribution of the Class Notice
19 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
20 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
21 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
22 further orders the Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all
23 Class Members within twenty-one (21) calendar days of receipt of the Class List, pursuant to the
24 terms set forth in the Settlement Agreement.

25 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
27 choose to be excluded from the Class Settlement by submitting a timely written opt out request in
28 conformity with the requirements set forth in the Class Notice, to the Settlement Administrator,

1 postmarked no later than the date which is sixty (60) calendar days from the initial mailing of the
2 Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice,
3 the Response Deadline will extended fifteen (15) calendar days. Any such person who timely and
4 validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any
5 recovery under the Class Settlement and will not be bound by the Class Settlement or have any right
6 to object, appeal, or comment thereon; however, all PAGA Group Members will be issued an
7 Individual PAGA Settlement Share and will be bound to the PAGA Settlement, irrespective of
8 whether they participate in or opt out of the Class Settlement. Class Members who have not
9 submitted a timely and valid request to be excluded from the Settlement (i.e., Settlement Class
10 Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

11 14. A Final Approval Hearing shall be held before this Court on
12 _____ at _____ a.m./p.m. in
13 Department A of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312
14 North Spring Street, Los Angeles, CA 90012, to determine all necessary matters concerning the
15 Settlement, including: whether the proposed settlement of the action on the terms and conditions
16 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
17 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
18 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
19 to the Class Members; and determine whether to finally approve the requests for the Attorneys' Fees
20 and Costs, Enhancement Payments, and Settlement Administration Costs.

21 15. Class Counsel shall file a motion for final approval of the Settlement and for
22 Attorneys' Fees and Costs, Enhancement Payments, and Administration Costs, along with the
23 appropriate declarations and supporting evidence, including the Settlement Administrator’s
24 declaration, by _____, to be heard
25 at the Final Approval Hearing.

26 16. To object to the Settlement, a Class Member must submit their objection to the
27 Settlement Administrator on or before the Response Deadline. The objection must be signed and
28 must contain the information that is required, as set forth in the Class Notice, including and not

1 limited to the grounds for the objection.

2 17. The Settlement is not a concession or admission and shall not be used against
3 Defendant as an admission or indication with respect to any claim of any fault or omission by
4 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
5 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
6 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
7 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
8 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
9 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
10 implementation, interpretation, or enforcement of the Settlement.

11 18. In the event the Settlement does not become effective in accordance with the terms
12 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
13 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
14 vacated, and the Parties shall revert back to their respective positions as of before entering into the
15 Settlement Agreement.

16 19. The Court reserves the right to adjourn or continue the date of the Final Approval
17 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
18 Members and retains jurisdiction to consider all further applications arising out of or connected with
19 the Settlement.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

By:

The Honorable WILLIAM F. HIGHBERGER
Judge of the Superior Court

EXHIBIT A

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

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;
AJAYZEAU BROWN individually, and on
behalf of other members of the general public
similarly situated;

Plaintiffs,

vs.

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

Defendants.

Case No.: 21STCV22597

**[PROPOSED] FIRST AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES,
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE
§ 2698, ET SEQ. & COLLECTIVE
ACTION UNDER FLSA**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, 203, and 256 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174 (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

- (11) Violation of California Labor Code § 551, 552, 558, and 558.1.
- (12) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)
- (13) Violation of Fair Labor Standards Act, 29 U.S.C. § 207 (Unpaid Overtime); and
- (14) Violation of Fair Labor Standards Act, 29 U.S.C. § 206 (Unpaid Minimum Wages)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ARNOLD SAURIN (“Plaintiff”), 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 Attorney General Act, and Plaintiff AJAYZEAU BROWN individually, and on behalf of other members of the general public similarly situated and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and

substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff ARNOLD SAURIN is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff AJAYZEAU BROWN is an individual residing in the State of California, County of Los Angeles.

7. Defendant VALLEY PRESBYTERIAN HOSPITAL, at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. At all relevant times, Defendant VALLEY PRESBYTERIAN HOSPITAL was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sues said defendants by such fictitious names. Plaintiffs are informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

11. Defendant VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

12. Plaintiffs further allege that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members and aggrieved employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs brings this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

(Subclass A.) All class members who were required by Defendants to stay on Defendants’ premises for rest breaks.

(Subclass B.) All class members who received overtime compensation at a rate lower than their respective regular rate of pay because Defendants failed to

1 include all non-discretionary bonuses or other incentive-based compensation in
2 the calculation of the regular rate of pay for overtime pay purposes.

3 (Subclass C.) All class members who earned non-discretionary bonuses or other
4 incentive-based compensation, which was not used to calculate the amount of
5 the meal break or rest break penalty/premium payment.

6 (Subclass D.) All class members who were subject to Defendants' practice of
7 rounding time recorded for purposes of calculating compensation for time
8 worked or for calculating meal periods.

9 15. Plaintiffs reserve the right to establish subclasses as appropriate.

10 16. The class is ascertainable and there is a well-defined community of interest in
11 the litigation:

12 a. Numerosity: The class members are so numerous that joinder of all class
13 members is impracticable. The membership of the entire class is
14 unknown to Plaintiffs at this time; however, the class is estimated to be
15 greater than fifty (50) individuals and the identity of such membership is
16 readily ascertainable by inspection of Defendants' records.

17 b. Typicality: Plaintiffs' claims are typical of all other class members' as
18 demonstrated herein. Plaintiffs will fairly and adequately protect the
19 interests of the other class members with whom he has a well-defined
20 community of interest.

21 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
22 each class member, with whom he has a well-defined community of
23 interest and typicality of claims, as demonstrated herein. Plaintiffs have
24 no interest that is antagonistic to the other class members. Plaintiffs'
25 attorneys, the proposed class counsel, are versed in the rules governing
26 class action discovery, certification, and settlement. Plaintiffs have
27 incurred, and during the pendency of this action will continue to incur,
28

costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

17. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;

- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174;
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, PAGA was applicable to Plaintiff SAURIN'S employment by Defendants.

1 19. At all times herein set forth, PAGA provides that any provision of law under the
2 California Labor Code that provides for a civil penalty, including unpaid wages and premium
3 wages, to be assessed and collected by the LWDA for violations of the California Labor Code
4 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
5 on behalf of himself and other current or former employees pursuant to procedures outlined in
6 California Labor Code section 2699.3.

7 20. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
8 employee,” who is any person that was employed by the alleged violator and against whom
9 one or more of the alleged violations was committed.

10 21. Plaintiff SAURIN was employed by Defendants and the alleged violations were
11 committed against him during his time of employment and he is, therefore, an aggrieved
12 employee. Plaintiff SAURIN and the other employees are “aggrieved employees” as defined
13 by California Labor Code section 2699(c) in that they are current or former employees of
14 Defendants, and one or more of the alleged violations were committed against them.

15 22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
16 employee, including Plaintiff SAURIN, may pursue a civil action arising under PAGA after
17 the following requirements have been met:

18 a. The aggrieved employee shall give written notice by online submission
19 (hereinafter “Employee's Notice”) to the LWDA and by certified mail to
20 the employer of the specific provisions of the California Labor Code
21 alleged to have been violated, including the facts and theories to support
22 the alleged violations.

23 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
24 employer and the aggrieved employee by certified mail that it does not
25 intend to investigate the alleged violation within sixty (60) calendar days
26 of the postmark date of the Employee’s Notice. Upon receipt of the
27 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
28

(65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

On April 5, 2021, Plaintiff SAURIN provided written notice by online submission to the LWDA and by certified mail to Defendant VALLEY PRESBYTERIAN HOSPITAL of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff SAURIN did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiff’s Notice. On January 3, 2023, Plaintiff submitted an amended written notice by online submission to the LWDA and by certified mail to Defendant VALLEY PRESBYTERIAN HOSPITAL of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff SAURIN did not receive an LWDA Notice within sixty-five (65) days of the date of the submission of Plaintiff’s amended Notice.

23. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, in addition to other remedies, for violations of 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, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2810.5 have been satisfied.

COLLECTIVE ACTION ALLEGATIONS

Pursuant to the Fair Labor Standards Act (“FLSA”), Plaintiffs bring this action on her own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks to prosecute the FLSA claims as a collective action on behalf of:

All individuals who worked for Defendants at any time during the period of three years prior to the filing of this Complaint to the present and chose to opt-in to this action (the “Nationwide Collective Class”).

///

24. Plaintiffs bring this action on behalf of the Nationwide Collective Class as a collective action pursuant to 29 U.S.C. § 216(b).

25. Plaintiffs consent in writing to opt-in to this action, as required by 29 U.S.C. § 216(b). Like Plaintiffs, each potential member of this Nationwide Collective Class must sign a written consent to join this action, indicating a willingness to participate in the lawsuit and be bound by the outcome as an “opt-in” plaintiff.

26. Notice of the pendency and any resolution of this action can be provided to potential members of the Nationwide Collective Class by mail, print, and/or internet publication.

27. There is a well-defined community of interest in the litigation and the potential members of the Nationwide Collective Class are readily ascertainable.

28. There are common questions of law and fact as to the Nationwide Collective Class that predominate over questions affecting only individual members, including not limited to:

- a. Whether Defendants required Plaintiffs and Nationwide Collective Class members to work over forty (40) hours per week and failed to pay legally required overtime compensation to Plaintiffs and Nationwide Collective Class members;
- b. Whether Defendants failed to pay minimum wages to Plaintiffs and Nationwide Collective Class members;
- c. Whether Defendants’ conduct was willful; and
- d. Whether Plaintiffs and Nationwide Collective Class members have sustained damages, and if so, what is the proper measure of those damages.

GENERAL ALLEGATIONS

29. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, County of Los

Angeles.

30. Defendants, jointly and severally, employed Plaintiff SAURIN as an hourly-paid, non-exempt employee, from approximately October 2016 to approximately October 2020, in the State of California, County of Los Angeles.

31. Defendants, jointly and severally, employed Plaintiff BROWN as an hourly-paid, non-exempt employee, from approximately February 2019 to approximately July 2022, in the State of California, County of Los Angeles.

32. Defendants hired Plaintiffs and the other class members and classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

33. Defendants had the authority to hire and terminate Plaintiffs and the other class members, to set work rules and conditions governing Plaintiffs' and the other class members' employment, and to supervise their daily employment activities.

34. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs and the other class members.

35. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

36. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

37. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

38. Plaintiffs are informed and believe, and based thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

1 39. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiffs and the other class members were entitled to
3 receive certain wages for overtime compensation and that they were not receiving accurate
4 overtime compensation for all overtime hours worked.

5 40. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
6 failed to provide Plaintiffs and the other class members all required rest and meal periods
7 during the relevant time period as required under the Industrial Welfare Commission Wage
8 Orders and thus they are entitled to any and all applicable penalties.

9 41. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiffs and the other class members were entitled to
11 receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other
12 class member's regular rate of pay when a meal period was missed, and they did not receive
13 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
14 member's regular rate of pay when a meal period was missed.

15 42. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiffs and the other class members were entitled to
17 receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other
18 class member's regular rate of pay when a rest period was missed, and they did not receive all
19 rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
20 members' regular rate of pay when a rest period was missed.

21 43. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiffs and the other class members were entitled to
23 receive at least minimum wages for compensation and that they were not receiving at least
24 minimum wages for all hours worked.

25 44. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiffs and the other class members were entitled to
27 receive all wages owed to them upon discharge or resignation, including overtime and
28

1 minimum wages and meal and rest period premiums, and they did not, in fact, receive all such
2 wages owed to them at the time of their discharge or resignation.

3 45. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiffs and the other class members were entitled to
5 receive all wages owed to them during their employment. Plaintiffs and the other class
6 members did not receive payment of all wages, including overtime and minimum wages and
7 meal and rest period premiums, within any time permissible under California Labor Code
8 section 204.

9 46. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiffs and the other class members were entitled to
11 receive complete and accurate wage statements in accordance with California law, but, in fact,
12 they did not receive complete and accurate wage statements from Defendants. The
13 deficiencies included, *inter alia*, the failure to include the total number of hours worked by
14 Plaintiffs and the other class members.

15 47. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
16 knew or should have known that Defendants had to keep complete and accurate payroll
17 records for Plaintiffs and the other class members in accordance with California law, but, in
18 fact, did not keep complete and accurate payroll records.

19 48. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiffs and the other class members were entitled to
21 reimbursement for necessary business-related expenses.

22 49. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
23 knew or should have known that they had a duty to compensate Plaintiffs and the other class
24 members pursuant to California law, and that Defendants had the financial ability to pay such
25 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
26 represented to Plaintiffs and the other class members that they were properly denied wages, all
27 in order to increase Defendants' profits.
28

50. During the relevant time period, Defendants failed to pay overtime wages to Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other class members were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation for all overtime hours worked.

51. During the relevant time period, Defendants failed to provide all requisite uninterrupted meal and rest periods to Plaintiffs and the other class members.

52. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members at least minimum wages for all hours worked.

53. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages owed to them upon discharge or resignation.

54. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

55. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

56. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

57. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs.

58. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

59. During the relevant time period, Defendants failed to provide Plaintiffs and the other class members with one-day's rest in every seven-day workweek. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

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FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

60. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 57, and each and every part thereof with the same force and effect as though fully set forth herein.

61. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

62. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

63. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

64. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

65. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

66. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

67. Defendants' failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

68. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

69. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

70. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

71. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

72. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

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73. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

74. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

75. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

76. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

77. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

78. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

79. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one

additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

80. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 77, and each and every part thereof with the same force and effect as though fully set forth herein.

81. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

82. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

83. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

84. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

85. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

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86. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

87. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

88. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

89. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 86, and each and every part thereof with the same force and effect as though fully set forth herein.

90. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

91. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

92. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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93. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

94. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, 203, and 256)

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

95. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 92, and each and every part thereof with the same force and effect as though fully set forth herein.

96. At all relevant times herein set forth, 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.

97. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

98. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

99. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is commenced; but the wages shall not continue for more than thirty (30) days.

100. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

101. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 98, and each and every part thereof with the same force and effect as though fully set forth herein.

102. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 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.

103. At all times herein set forth, California Labor Code section 204 provides 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.

104. At all times herein set forth, California Labor Code section 204 provides 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

105. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period

permissible under California Labor Code section 204.

106. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

107. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

108. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

109. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members.

110. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily protected rights.

111. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

112. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

113. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174 and 1174.5)

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

114. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

115. Pursuant to California Labor Code sections 1174 and 1774.5, an employer shall 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 in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

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116. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiffs and the other class members.

117. As a result of Defendants' violation of California Labor Code section 1174, Plaintiffs and the other class members have suffered injury and damage to their statutorily protected rights.

118. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code sections 1174 and 1174.5 because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code sections 1174 and 1174.5.

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

119. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 116, and each and every part thereof with the same force and effect as though fully set forth herein.

120. Pursuant to California Labor Code sections 2800 and 2802, an employer must 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.

121. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

122. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from

the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

123. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 120, and each and every part thereof with the same force and effect as though fully set forth herein.

124. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

125. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, et seq.

126. A violation of California Business & Professions Code section 17200, et seq. may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the other class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174, 2800 and 2802.

127. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

128. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

129. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 551, 552, 558, and 558.1)

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

130. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 127, and each and every part thereof with the same force and effect as though fully set forth herein.

131. 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.

132. During the relevant time period, Defendants required Plaintiffs and the other class members 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.

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TWELFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

133. Plaintiff SAURIN incorporates by reference the allegations contained in paragraphs 1 through 130, and each and every part thereof with the same force and effect as though fully set forth herein.

134. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

135. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

136. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

137. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by FLSA section 207 and California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

138. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or

unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

139. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

140. Defendants' failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by FLSA section 206 and California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

141. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

142. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

143. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

144. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174.

Failure to Reimburse Necessary Business-Related Expenses and Costs

145. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

146. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount 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;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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Failure to Provide One Day's Rest in a Seven-Day Workweek

147. Defendants' failure to provide Plaintiff and other aggrieved employees with one day's rest in a seven-day workweek in violation of California Labor Code sections 551, 552, 558, and 558.1.

148. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

149. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

THIRTEENTH CAUSE OF ACTION

Violation of the Fair Labor Standards Act, 29 U.S.C. § 207

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

150. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 147, and each and every part thereof with the same force and effect as though fully set forth herein.

151. The FLSA, 29 U.S.C. § 207(a)(1), provides in relevant part:

Except as otherwise provided in this section, no employer shall employ any of his employees, who in any workweek is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

152. At all material times set forth herein, Plaintiffs and Nationwide Collective Class members did not qualify for exempt status under the FLSA.

153. At all material times set forth herein, Plaintiffs and Nationwide Collective Class members worked in excess of forty hours in a workweek; however, the proper overtime compensation was not paid by Defendants.

154. At all material times set forth herein, Defendant's failure to pay Plaintiffs and Nationwide Collective Class members the unpaid balance of overtime compensation and by imposing business expenses on them and failing to fully reimburse them for all necessary business-related expenses incurred by Plaintiffs and the Nationwide Class, as required by the FLSA, violated the provisions of the FLSA and was therefore unlawful. Moreover, Defendant's failure to pay Plaintiffs and the Nationwide Class members overtime compensation and failure to reimburse all necessary business-related expenses was and is a result of a single, uniform policy or practice to deny overtime compensation to them.

155. At all material times Defendant's failure to pay Plaintiffs and Nationwide Collective Class members was the result of Defendant's willful, knowing, and intentional violation of the provisions of the FLSA, or alternatively Defendant's reckless disregard for the requirements of those provisions.

156. Pursuant to the FLSA, 29 U.S.C. § 216(b), Plaintiffs and Nationwide Collective Class members are entitled to recover their unpaid overtime compensation as well as liquidated damages equal to the amount of unpaid compensation, interest, costs, and attorneys' fees.

THIRTEENTH CAUSE OF ACTION

Violation of the Fair Labor Standards Act, 29 U.S.C. § 206

(Against VALLEY PRESBYTERIAN HOSPITAL and DOES 1 through 100)

157. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 154, and each and every part thereof with the same force and effect as though fully set forth herein.

158. Pursuant to the FLSA, 29 U.S.C. § 206, Plaintiffs and Nationwide Collective Class members were entitled to receive minimum wages for all hours worked.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.
5. That the Nationwide Collective Class be designated a collective action and notice issued pursuant to 29 U.S.C. § 216(b) to all similarly situated individuals with instructions to permit them to assert timely FLSA claims in his action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b).
6. That Plaintiffs be appointed as the representative of the Nationwide Collective Class;
7. That Counsel for Plaintiffs be appointed as Counsel for the Nationwide Collective Class.

As to the First Cause of Action

8. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
9. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

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10. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

11. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194;

12. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

13. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

14. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

15. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

16. For all actual, consequential, and incidental losses and damages, according to proof;

17. For premium wages pursuant to California Labor Code section 226.7(c);

18. For pre-judgment interest on any unpaid wages from the date such amounts were due;

19. For reasonable attorneys' fees and costs of suit incurred herein;

20. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

21. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

22. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all

rest periods to Plaintiffs and the other class members;

23. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

24. For all actual, consequential, and incidental losses and damages, according to proof;

25. For premium wages pursuant to California Labor Code section 226.7(c);

26. For pre-judgment interest on any unpaid wages from the date such amounts were due;

27. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

28. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

29. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

30. For general unpaid wages and such general and special damages as may be appropriate;

31. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

33. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

34. For liquidated damages pursuant to California Labor Code section 1194.2;

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35. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

36. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

37. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

38. For all actual, consequential, and incidental losses and damages, according to proof;

39. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

40. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

41. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

42. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

43. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

44. For all actual, consequential, and incidental losses and damages, according to proof;

45. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

46. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and

1 47. For such other and further relief as the Court may deem just and proper.

2 **As to the Seventh Cause of Action**

3 48. That the Court declare, adjudge and decree that Defendants violated the record
4 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
5 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized
6 wage statements thereto;

7 49. For actual, consequential and incidental losses and damages, according to proof;

8 50. For statutory penalties pursuant to California Labor Code section 226(e);

9 51. For injunctive relief to ensure compliance with this section, pursuant to
10 California Labor Code section 226(h);

11 52. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
12 (g); and

13 53. For such other and further relief as the Court may deem just and proper.

14 **As to the Eighth Cause of Action**

15 54. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 1174 by willfully failing to keep accurate and complete payroll records for
17 Plaintiffs and the other class members as required by California Labor Code section 1174;

18 55. For actual, consequential and incidental losses and damages, according to proof;

19 56. For statutory penalties pursuant to California Labor Code section 1174.5;

20 57. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
21 (g); and

22 58. For such other and further relief as the Court may deem just and proper.

23 **As to the Ninth Cause of Action**

24 59. That the Court declare, adjudge and decree that Defendants violated California
25 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other
26 class members for all necessary business-related expenses as required by California Labor
27 Code sections 2800 and 2802;

60. For actual, consequential and incidental losses and damages, according to proof;
61. For the imposition of civil penalties and/or statutory penalties;
62. For reasonable attorneys' fees and costs of suit incurred herein;
63. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g); and
64. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

65. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174, 2800 and 2802.

66. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

67. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

69. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

70. For such other and further relief as the Court may deem just and proper.

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As to the Eleventh Cause of Action

71. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 551, 552, 558, and 558.1 by failing to provide Plaintiffs and the other class members with one day's rest for every seven-day workweek.

72. For civil penalties pursuant to California Labor Code section 558.

As to the Twelfth Cause of Action

73. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174, 1194, 1197, 1197.1, 1198, 2800 and 2802; and

74. For such other and further relief as the Court may deem equitable and appropriate.

As to the Thirteenth Cause of Action

75. For general and unpaid wages at overtime wage rates;

76. For liquidated damages equal to the amount of unpaid compensation;

77. For pre-judgment interest on any unpaid overtime compensation from the date such amounts were due;

78. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to the FLSA, 29 U.S.C. § 216(b); and

79. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourteenth Cause of Action

80. For general unpaid minimum wages;

81. For liquidated damages equal to the amount of unpaid compensation;

82. For pre-judgment interest on any unpaid minimum wages from the date such amounts were due;

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83. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to the FLSA, 29 U.S.C. § 216(b); and

84. For such other and further relief as the Court may deem equitable and appropriate.

Dated: February 10, 2023

LAWYERS for JUSTICE, PC

By: 

Edwin Aiwanian
Brian J. St. John
Attorneys for Plaintiffs

EXHIBIT B

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 Aiwarzian, Esq.
Arby Aiwarzian, 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.