



THEODORA ORINGHER PC
535 Anton Boulevard, Ninth Floor
Costa Mesa, California 92626-7109
T (714) 549-6200 • F (714) 549-6201
www.tocounsel.com

NICHOLAS MEDINA
nmedina@tocounsel.com
File No. 81679.05002

January 29, 2024

VIA ELECTRONIC FILING

Labor Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

Re: Chanese Lee et al. v. Fountain Valley Regional Hospital and Medical Center
OCSC Case No. 30-2020-01145697-CU-OE-CXC

To Whom It May Concern:

Pursuant to the requirements of Labor Code section 2699 aggrieved employees Chanese Lee, Nicole Hiroi, Melanie Pel, Kristine Michel, and Tiffany Indrawan ("Plaintiffs") hereby notify the Labor Workforce Development Agency ("LWDA") that the parties have reached a settlement of this matter. A fully executed copy of the settlement agreement is attached.

Very truly yours,

NICHOLAS MEDINA

NM:at

encls.

1292860.1/81679.05002

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is entered into by and between Chanese Lee, Nicole Hiroi, Melanie Pel, Kristine Michel, and Tiffany Indrawan (collectively referred to as “Plaintiffs”), on the one hand, and Fountain Valley Regional Hospital and Medical Center and Tenet Healthcare Corporation (collectively referred to as “FVRH”), on the other hand, who agree as follows:

1. The parties to this Agreement desire to settle and dispose of fully and completely any and all existing or potential claims by Plaintiffs including, but not limited to, any claims arising out of or relating to Plaintiffs’ employment with FVRH or arising out of or relating to the facts alleged in the matter of CHANESE LEE, an individual; NICOLE HIROI, an individual; MELANIE PEL, an individual; KRISTINE MICHEL, an individual; and TIFFANY INDRAWAN, an individual; and on behalf of themselves and all others similarly situated v. FOUNTAIN VALLEY REGIONAL HOSPITAL AND MEDICAL CENTER, a California corporation; TENET HEALTHCARE CORPORATION, a Nevada corporation; and DOES 1-100, inclusive, Case No. 30-2020-01145697-CU-OE-CXC (“Civil Action”), including claims for damages, costs and/or attorney’s fees.

2. Within thirty (30) days after: (a) receipt by FVRH’s attorneys (Hill, Farrer & Burrill, LLP, Attn: Michael S. Turner, Esq., 300 South Grand Avenue, 37th Floor, Los Angeles, CA 90071) of notice of the Court’s dismissal of the Civil Action as set forth in Paragraph 9 below; and (b) receipt by FVRH’s attorneys of: (i) a copy of this Agreement, fully executed by Plaintiffs and their attorneys, and (ii) completed and signed W-9 forms as set forth below, FVRH shall pay Plaintiffs the total settlement amount of Nineteen Thousand Dollars (\$19,000.00), which amount shall be divided and paid as follows:

- (a) A check payable to “Theodora Oringher PC” in the amount of SIX THOUSAND DOLLARS (\$6,000.00), which amount shall constitute attorneys’ fees and costs for which an appropriate IRS 1099 form will be issued to Theodora Oringher PC (as a precondition of this payment, Theodora Oringher PC will transmit a current completed and signed W-9 form to counsel for FVRH).
- (b) A check payable to “Chanese Lee” in the amount of TWO THOUSAND SIX HUNDRED DOLLARS (\$2,600.00), for which an appropriate IRS 1099 form will be issued (as a precondition of this payment, Chanese Lee will transmit a current completed and signed W-9 form to counsel for FVRH);
- (c) A check payable to “Nicole Hiroi” in the amount of FIVE THOUSAND DOLLARS (\$5,000.00), for which an appropriate IRS 1099 form will be issued (as a precondition of this payment, Nicole Hiroi will transmit a current completed and signed W-9 form to counsel for FVRH);

- (d) A check payable to “Melanie Pel” in the amount of FOUR HUNDRED DOLLARS (\$400.00), for which an appropriate IRS 1099 form will be issued (as a precondition of this payment, Melanie Pel will transmit a current completed and signed W-9 form to counsel for FVRH);
- (e) A check payable to “Kristine Michel” in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), for which an appropriate IRS 1099 form will be issued (as a precondition of this payment, Kristine Michel will transmit a current completed and signed W-9 form to counsel for FVRH);
- (f) A check payable to “Tiffany Hui” (née Indrawan) in the amount of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), for which an appropriate IRS 1099 form will be issued (as a precondition of this payment, Tiffany Hui will transmit a current completed and signed W-9 form to counsel for FVRH).

3. The payments in Paragraph 2 constitute full and final settlement of any and all claims by Plaintiffs against FVRH and all other FVRH Releasees (as defined below), including claims for costs and/or attorneys’ fees. Plaintiffs acknowledge and agree that the above amount exceeds any remuneration to which they were otherwise entitled and Plaintiffs agree that, except as expressly set forth in this Agreement, FVRH and all other FVRH Releasees (as defined below) shall have no further obligation to them.

4. FVRH and its counsel make no representation as to the tax treatment or legal effect of the payment in this Agreement, and Plaintiffs are not relying on any statement or representation of the FVRH Releasees (as defined below), and/or FVRH’s attorneys in that regard. Plaintiffs have instructed and directed FVRH to not make any deductions or withholdings from the settlement payments referenced above, and to report the settlement payments by way of an IRS 1099 form. Plaintiffs agree that they will pay, and that they shall be exclusively liable for the payment of, all federal, state and local taxes and penalties that may be due as a result of this settlement. Plaintiffs agree to indemnify FVRH and/or the FVRH Releasees (as defined below) for any claims made by any taxing or government authority regarding the payment called for under this Agreement, including any alleged tax liability, attorneys’ fees, penalties, claims for employer contributions for tax, disability, unemployment, social security, and workers’ compensation, and all other costs, penalties and interest.

5. In consideration of the above, Plaintiffs covenant not to sue and hereby release and discharge FVRH and all of its and their predecessor, successor, parent, subsidiary, affiliated and/or related entities or hospitals and their owners, shareholders, directors, officers, supervisors, physicians, employees, representatives, attorneys and agents (“FVRH Releasees”) from any and all claims whatsoever, whether known or unknown and suspected or unsuspected, that Plaintiffs have or may have against FVRH and/or the FVRH Releasees arising prior to Plaintiffs’ execution of this Agreement, including, but not limited to, claims arising out of Plaintiffs’ employment with FVRH and/or the FVRH Releasees and/or the termination of such

employment (“Released Claims”). Without limitation, the Released Claims include: any and all claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Americans with Disabilities Act (“ADA”), the ADA Amendments Act of 2008, the Rehabilitation Act, the Genetic Information Non-Discrimination Act, the Age Discrimination in Employment Act (“ADEA”), the Employee Retirement Income Security Act (“ERISA”), the Older Workers Benefit Protection Act (“OWBPA”), the Worker Adjustment Retraining Notification Act (“WARN”), the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), the Family Medical Leave Act (“FMLA”), the California Family Rights Act (“CFRA”), the California Fair Employment and Housing Act (“FEHA”), and the California Labor Code; any actual or potential claims arising under any federal, state, or local laws or statutes not specifically identified in this Paragraph; any actual or potential claims for wrongful termination, constructive discharge, breach of contract, breach of the covenant of good faith and fair dealing, tort, intentional and/or negligent infliction of emotional distress, intentional and/or negligent misrepresentation, negligent supervision, defamation, fraud, deceit, concealment, violation of the Fair Credit Reporting Act, unfair business practices of any kind, declaratory relief, discrimination, harassment, retaliation, failure to prevent discrimination, failure to prevent harassment, failure to prevent retaliation, failure to hire, failure to promote, physical injuries, personal injuries, economic damages, loss of consortium, punitive damages, wages, overtime, missed meals and breaks, premium pay, severance pay, relocation expenses, expenses, expense reimbursements, tuition, tuition reimbursement, reimbursements of any kind, stocks, stock options, bonuses, sick leave, holiday pay, vacation pay, life insurance, health and medical insurance, 401(k) contributions, or any other fringe benefit; and any other actual or potential claims based upon any act or omission of FVRH and/or FVRH Releasees occurring prior to Plaintiffs’ execution of this Agreement.

6. Plaintiffs represent and affirm that they have reported to FVRH all work-related injuries that they have suffered or sustained during their employment with FVRH and/or all other FVRH Releasees.

7. Section 1542 of the Civil Code of the State of California (“Section 1542”) provides:

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

Plaintiffs hereby waive all rights under Section 1542 or any other law or statute of similar effect in any jurisdiction that they may have with respect to the Released Claims. Plaintiffs acknowledge that they understand the significance and specifically assume the risk regarding the consequences of such release and such specific waiver of Section 1542. Plaintiffs acknowledge

and agree that this Agreement releases all claims existing or arising prior to Plaintiffs' execution of this Agreement, whether such claims are known or unknown and suspected or unsuspected, and Plaintiffs forever waive all inquiries and investigations into any and all such claims.

8. Plaintiffs agree that they will not otherwise file any charge, civil action, or claim, including without limitation any claim with any local, state or federal agency or court, or arbitral forum against FVRH and/or any of the FVRH Releasees based upon any of the Released Claims.

9. In consideration of the settlement reached herein, Plaintiffs shall dismiss with prejudice all claims in the Civil Action except for their representative claim for civil penalties under the California Private Attorney General Act of 2004 ("PAGA"), Cal. Government Code §§ 2698, et seq., which claim shall be dismissed without prejudice. Plaintiffs further agree to dismiss any other pending actions or complaints against FVRH or the FVRH Releasees, if not already dismissed. Plaintiffs agree that they will not file any appeal of any dismissed claims or actions (or will dismiss any such appeals, if already filed). Although the parties acknowledge and agree that this settlement does not require Court approval, they agree that should the Court refuse to dismiss any part of the Civil Action on the basis that the settlement must be approved by the Court, Plaintiffs shall take all steps necessary to seek and obtain such approval, including by drafting and filing a motion for settlement approval. The parties agree that if the Court does not dismiss the Civil Action for any reason, this Agreement shall become null and void and no payment shall be due to Plaintiffs as set forth in Paragraph 2 above.

10. With regard to their PAGA claim in the Civil Action, once dismissed, Plaintiffs agree that they will not seek to re-file their claim and that they are time-barred from doing so under the applicable statute of limitations. They further agree that the statute of limitations as to their PAGA claim is not subject to application of any statutory, equitable, contractual, or other tolling period.

11. Plaintiffs acknowledge and agree that their employment relationships with FVRH have terminated. Except as expressly set forth in this Agreement, FVRH and any other FVRH Releasees shall have no further obligation to Plaintiffs.

12. Plaintiffs agree that they shall direct all potential employers or other persons seeking to verify Plaintiffs' former employment with FVRH to "The Work Number," which shall be the sole and exclusive mechanism and means by which potential employers or others may seek to verify Plaintiffs' former employment with FVRH or the FVRH Releasees and salary information, should Plaintiffs choose to provide that information to prospective employers. Information regarding "The Work Number" and how it is used has been provided to Plaintiffs' attorneys under separate cover, and Plaintiffs acknowledge and confirm that they have been provided with that information. Plaintiffs acknowledge that it is their obligation alone to establish an account with "The Work Number," and that FVRH and the FVRH Releasees will take no action in that regard. FVRH and the FVRH Releasees shall not be liable

or responsible for any inquiry directed to any source, person or location other than “The Work Number.”

13. Plaintiffs agree not to assist or induce any other person in the preparation or prosecution of any lawsuit, charge, complaint or claim against FVRH and/or any of the other FVRH Releasees except as required by judicial process or law after Plaintiffs give notice of any subpoena, judicial process or action to FVRH’s Chief Human Resources Officer so that they may fully assert the parties’ confidentiality and privacy rights.

14. The parties understand and acknowledge that this Agreement is made as a compromise of disputed claims, that FVRH and all other FVRH Releasees specifically deny liability for such claims, and that no act with respect to this Agreement, including the giving of consideration for the Agreement, shall be construed as an admission of liability or responsibility to any person. FVRH and all other FVRH Releasees assert that they are entering into this Agreement solely to avoid the expenses they would incur defending Plaintiffs’ claims. Neither this Agreement nor anything contained in this Agreement shall be admissible in any proceeding as evidence of or an admission of any violation of any law or regulation or of any liability whatsoever. Notwithstanding the foregoing, this Agreement may be introduced into a proceeding solely for the purpose of enforcing this Agreement.

15. Plaintiffs represent and warrant that they are and at all relevant times have been the real parties in interest with respect to any Released Claims, represent and warrant that no other individual and/or entity has a lien, claim, or interest in his claims or potential claims, and represent and warrant that they have not assigned or transferred or purported to assign or transfer by operation of law or otherwise, to any person or entity, any claim embraced in this Agreement, or any portion or interest in any such claim. Plaintiffs agree to indemnify FVRH and all other FVRH Releasees (individually and/or severally), and to defend and hold them harmless (individually and/or severally) from and against any claims arising out of, related to, or in connection with any such prior assignment or transfer, or any such purported assignment or transfer.

16. The parties agree that no provision in this Agreement shall be construed or interpreted in any way to limit, restrict or preclude either party to this Agreement from cooperating with any governmental agency in the proper performance of its investigatory or other lawful duties.

17. Any dispute over the formation, validity, enforcement, scope, breach or interpretation of this Agreement and any dispute of any kind whatsoever between Plaintiffs and FVRH and all other FVRH Releasees, if any, shall be submitted and resolved in final and binding arbitration through the American Arbitration Association (“AAA”) in accordance with its employment arbitration rules applicable to individually-negotiated agreements; except, no arbitrator shall have jurisdiction to grant any remedy or relief that would have been unavailable to the parties had the matter been heard in court in accordance with applicable law, including, but not limited to, awards of attorneys’ fees and costs. Any and all issues regarding this

agreement to arbitrate, both procedural and substantive, shall be governed by the Federal Arbitration Act.

18. This Agreement contains the entire agreement and understanding between Plaintiffs and FVRH and/or FVRH Releasees and supersedes all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning its subject matter. This is a fully integrated document.

19. Should any provision, part or term of this Agreement be held to be invalid or unenforceable, the validity and enforceability of the remaining parts, terms and provisions shall not be affected, and a suitable and equitable provision shall be substituted to carry out, so far as may be enforceable and valid, the intent and purpose of the invalid or unenforceable provision.

20. This Agreement shall be binding upon and shall inure to the benefit of Plaintiffs, FVRH and all other FVRH Releasees and their respective heirs, administrators, successors, and assigns.

21. This Agreement may be executed in counterparts and exchanged by the parties by electronic means, including facsimile, e-mail of pdf copies of original physical signatures, and/or electronic signatures certified or verified by DocuSign or similar certified signature method, and each counterpart when executed shall have the efficacy of a signed original. Photographic, facsimile, e-mailed pdf copies of such physically, and/or certified or verified electronically signed counterparts may be used in lieu of the originals for any purpose.

22. All parties and their attorneys have cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

23. Plaintiffs represent that they have carefully read and fully understand all of the provisions of this Agreement and that they have had ample time to fully consider and reflect upon their decision to enter into it. Plaintiffs further acknowledge and agree that this Agreement is a negotiated agreement and more specifically that: (1) their decision to enter into this Agreement is voluntary, deliberate, and informed, (2) the Agreement provides consideration of value to them, and (3) they are represented by an attorney and have consulted with their attorney prior to entering into this Agreement.

24. Except as stated in Paragraph 17 above, this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

Dated: _____ By: _____
CHANESE LEE

Dated: _____ By: _____
NICOLE HIROI

Dated: _____ By: _____
MELANIE PEL

Dated: _____ By: _____
KRISTINE MICHEL

Dated: _____ By: _____
TIFFANY INDRAWAN

FOUNTAIN VALLEY REGIONAL HOSPITAL AND
MEDICAL CENTER

Dated: 5/8/2023 _____
By:  _____
Its: Sharilee Smith
VP

TENET HEALTHCARE CORPORATION

Dated: 5/8/2023 _____
By:  _____
Its: Sharilee Smith
VP

24. Except as stated in Paragraph 17 above, this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

Dated: 4/25/2023 By: 
CHANESE LEE

Dated: _____ By: _____
NICOLE HIROI

Dated: _____ By: _____
MELANIE PEL

Dated: _____ By: _____
KRISTINE MICHEL

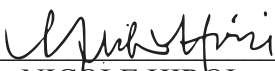
Dated: _____ By: _____
TIFFANY HUI (NÉE INDRAWAN)

FOUNTAIN VALLEY REGIONAL HOSPITAL AND
MEDICAL CENTER

Dated: _____ By: _____
Its: _____

24. Except as stated in Paragraph 17 above, this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

Dated: _____ By: _____
CHANESE LEE

Dated: April 12th, 2023 By: 
NICOLE HIROI

Dated: _____ By: _____
MELANIE PEL

Dated: _____ By: _____
KRISTINE MICHEL

Dated: _____ By: _____
TIFFANY HUI (NÉE INDRAWAN)

FOUNTAIN VALLEY REGIONAL HOSPITAL AND
MEDICAL CENTER

Dated: _____
By: _____
Its: _____

24. Except as stated in Paragraph 17 above, this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

Dated: _____ By: _____
CHANESE LEE

Dated: _____ By: _____
NICOLE HIROI

Dated: 4/10/2023 By: 
MELANIE PEL

Dated: _____ By: _____
KRISTINE MICHEL

Dated: _____ By: _____
TIFFANY HUI (NÉE INDRAWAN)

FOUNTAIN VALLEY REGIONAL HOSPITAL AND
MEDICAL CENTER

Dated: _____
By: _____
Its: _____

24. Except as stated in Paragraph 17 above, this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

Dated: _____ By: _____
CHANESE LEE

Dated: _____ By: _____
NICOLE HIROI

Dated: _____ By: _____
MELANIE PEL

Dated: Apr 25, 2023 By: *Kristine Michel*
Kristine Michel (Apr 25, 2023 09:01 PDT)
KRISTINE MICHEL

Dated: _____ By: _____
TIFFANY HUI (NÉE INDRAWAN)

FOUNTAIN VALLEY REGIONAL HOSPITAL AND
MEDICAL CENTER

Dated: _____ By: _____
Its: _____

24. Except as stated in Paragraph 17 above, this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

Dated: _____ By: _____
CHANESE LEE

Dated: _____ By: _____
NICOLE HIROI

Dated: _____ By: _____
MELANIE PEL

Dated: _____ By: _____
KRISTINE MICHEL

Dated: 4/12/2023 By: 
TIFFANY HUI (NÉE INDRAWAN)

FOUNTAIN VALLEY REGIONAL HOSPITAL AND
MEDICAL CENTER

Dated: _____
By: _____
Its: _____

APPROVED AS TO FORM:

DATED: May 3, 2023

THEODORA ORINGHER PC

By: _____


JON MOWER, ESQ.

Attorneys for Plaintiffs CHANESE LEE, NICOLE
HIROI, MELANIE PEL, KRISTINE MICHEL,
and TIFFANY INDRAWAN

DATED: May 7, 2023

HILL, FARRER & BURRILL LLP

By: _____


MICHAEL S. TURNER, ESQ.

Attorneys for Defendants FOUNTAIN VALLEY
REGIONAL HOSPITAL AND MEDICAL
CENTER and TENET HEALTHCARE
CORPORATION

HFB 2477564.4 H1660 020

Chanese Lee, et al. v. Fountain Valley Regional Hospital and Medical Center
Case No. 30-20-01145697-CU-OE-CXC

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 535 Anton Boulevard, Ninth Floor, Costa Mesa, CA 92626-7109.

Michael S. Turner
Hill Farrer & Burrill LLP
300 S Grand Avenue, 37th Fl.
Los Angeles, CA 90071
Telephone Number: (213) 620-0460
Fax Number: (213) 624-4840
Email: mturner@hfbllp.com
Email: iperez@hfbllp.com

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

Alex Thomas
Alex Thomas