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Attorneys for Plaintiff

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

MARK LACANIENTA, as an individual and as a
private attorney general,

Plaintiff,

vs.

CFHS HOLDINGS, INC. DBA MARINA DEL
REY HOSPITAL AND DBA CEDARS-SINAI
MARINA DEL REY HOSPITAL, a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV31671

[Hon. Rupert A. Byrdsong, Department 28]

**DECLARATION OF SIMON L. YANG IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: December 1, 2025
Time: 8:30 a.m.
Department: 28

Complaint Filed: August 26, 2021

Reservation ID: 981230618435

1 I, Simon L. Yang, declare as follows:

2 1. I am an attorney admitted to practice in the State of California and, with the law firm
3 Diversity Law Group, P.C., am counsel of record for Plaintiff, Mark Lacanienta. I make this declaration
4 on the basis of my own personal knowledge, except as to those matters stated on information and belief
5 and, as to those matters, I believe them to be true. If called as a witness, I could testify competently as to
6 the facts stated in this declaration.

7 2. On August 26, 2021, Plaintiff filed the original putative class action and PAGA
8 complaint in this matter. The operative complaint alleges Defendant fails to (i) pay all minimum wages,
9 (ii) provide lawful meal periods, (iii) timely pay all wages during employment or upon the separation of
10 employment, and (iv) provide accurate itemized wage statements. Specifically, Plaintiff alleges that
11 Labor Code violations resulted from several practices that Defendant, CFHS Holdings, Inc. dba Marina
12 del Rey Hospital and dba Cedars-Sinai Marina del Rey Hospital, implemented during the COVID
13 pandemic, including meal period practices and mandatory temperature screenings that allegedly resulted
14 in off-the-clock work.

15 3. The Parties met and conferred about the claims and Defendant's defenses, including
16 those based on an arbitration agreement and class action waiver. On November 10, 2021, the Parties
17 agreed to dismiss Plaintiff's class action claims without prejudice. On July 12, 2022, Defendant filed a
18 motion to compel arbitration of Plaintiff's individual claims. On September 21, 2022, the Court granted
19 the motion to compel arbitration of Plaintiff's individual claims and stayed litigation of Plaintiff's
20 representative PAGA claims pending the arbitration of Plaintiff's individual claims and individual
21 PAGA claims.

22 4. The Parties commenced arbitration of Plaintiff's individual claims and individual PAGA
23 claims. The Parties met and conferred about Plaintiff's allegations and claims and Defendant's defenses.
24 The Parties exchanged information and documents that Plaintiff contended supported the claims and that
25 Defendant contended supported its defenses. Plaintiff's counsel continued investigating the alleged
26 claims and also analyzed any defenses raised by Defendant. The Parties engaged in discovery, including
27 depositions of Plaintiff and Defendant's corporate designee. After the Arbitrator denied Defendant's
28

1 motion for summary judgment, the Parties agreed to schedule a mediation to explore the possibility of
2 an informal resolution of all pending claims.

3 5. Plaintiff requested (and Defendant provided) additional informal discovery to enable the
4 Parties to explore the possibility of an informal resolution. For example, Defendant provided the
5 relevant numbers of pay periods in which alleged Labor Code violations occurred, among other things—
6 enabling Plaintiff to assess the full value of the PAGA claims. Defendant’s willingness to produce this
7 information enabled Plaintiff to evaluate the full scope of Defendant’s potential liability.

8 6. On April 3, 2025, the Parties attended a mediation with Tripper Ortman, an experienced
9 mediator knowledgeable of both the wage and hour laws and PAGA claims at issue in the Action. With
10 the mediator’s assistance and based on a mediator’s proposal, the Parties were able to agree to
11 settlement terms, which were negotiated in light of all known facts and circumstances including the
12 uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate
13 issues. The settlement terms are memorialized in the Joint Stipulation of PAGA Settlement (the
14 “Agreement”), a true and correct copy of which is attached as **Exhibit 1**. “Agreement”).

15 7. Plaintiff contends that Defendant’s alleged Labor Code violations implicate a \$100 per
16 pay period penalty for each of approximately 71,086 relevant pay periods that Plaintiff contends had
17 Labor Code violations, for a potential liability of \$7,108,600.00. The Agreement requires Defendant to
18 pay \$973,912.00—or approximately \$13.70 per pay period for the 71,086 relevant pay periods in which
19 Plaintiff contended Labor Code violations occurred. This amounts to approximately 13.70% of
20 Defendant’s potential liability and is an excellent result for the State.

21 8. Defendant contested the merits and denied it was liable at all. For example, Defendant
22 contended that it had lawful meal period policies and that there was no potential liability for meal period
23 claims. Defendant also contended that it had lawful timekeeping policies and that no off-the-clock work
24 resulted from temperature screenings that it implemented for employees during the COVID pandemic.
25 Moreover, even if Plaintiff prevailed on the merits, Defendant contested the extent of liability.
26 Specifically, Defendant contended that PAGA penalties would be subject to discretionary reductions,
27 especially as Defendant had already voluntarily changed certain practices.

1 9. While the Parties disagree on the application of the law to the facts, each Party
2 recognized in negotiations that, if taken to trial, the other Party would at least have reasonable
3 arguments, such that the Settlement Amount to which the Parties ultimately agreed was reasonable.

4 10. Although I am confident that litigation of the claims would result in a classwide judgment
5 against Defendant, I recognize the inherent risks in litigation, including the specific risks that liability
6 could not be established at trial or that the applicable law could change. I believe the settlement for the
7 State is fair, reasonable, and adequate, given the inherent risks of litigation, as well as the potential for
8 appeals and the costs of pursuing litigation. The settlement is the result of extensive arm's length
9 negotiations between the Parties and their counsel.

10 11. My firm has incurred costs in the amount of \$19,908.44. The costs are all litigation
11 related costs, including filing fees and service fees. Attached as **Exhibit 2** is copy of the costs my firm
12 has incurred in connection with prosecution of this lawsuit.

13 12. Because Plaintiff's Counsel seeks reimbursement of \$19,908.44 in costs only (and the
14 Administration Costs are \$11,250.00, requested attorneys' fees are \$324,627.33, and the requested
15 PAGA Enhancement Payment is \$10,000.00), it is expected that the PAGA Penalty Fund will be
16 \$608,116.23. It is expected that the LWDA would receive \$456,087.17 as its share of PAGA Penalties
17 and employees would receive \$152,029.06 as their share of PAGA Penalties.

18 13. I am one of the primary attorneys on this matter. My qualifications are as follows: After
19 completing my undergraduate education at The Wharton School at the University of Pennsylvania in
20 2004 with concentrations in Management and Human Resources, I continued studying labor and
21 employment issues by enrolling in post-graduate education at the School of Labor and Employment
22 Relations at the University of Illinois. I determined before enrolling in law school that I wanted to
23 practice labor and employment law in California. I thus received my J.D. from UCLA School of Law in
24 2008. During law school, I spent the summer of 2006 with the National Labor Relations Board, Region
25 21, and the summer of 2007 with the law firm of Seyfarth Shaw LLP in 2007.

26 14. Upon graduating from law school in 2008, I practiced labor and employment law at
27 Seyfarth Shaw LLP, a well-regarded labor and employment firm. I was elevated to partner in 2019. My
28 practice focused on wage and hour class, collective, and representative actions, with a particular

1 emphasis on matters involving the Labor Code Private Attorneys General Act of 2004 (“PAGA”).
2 During my time with Seyfarth Shaw LLP, I was a primary attorney on numerous wage and hour class,
3 collective, and representative actions that resulted in published opinions, including for example, *Ehret v.*
4 *WinCo Foods, LLC*, 26 Cal. App. 6th 1 (2018) (affirming summary judgment in PAGA action based on
5 absence of meal period violations in light of collectively bargained waiver of meal periods on shifts of
6 not more than six hours), and *Ruelas v. Costco Wholesale Corp.*, 67 F. Supp. 3d 1137 (C.D. Cal. Sept. 8,
7 2014) (obtaining dismissal of wage statement allegations in PAGA representative action). I was also
8 able to obtain experience litigating representative claims or wage and hour matters through trial and
9 appeal. *E.g., Velazquez v. Costco Wholesale Corp.*, 603 Fed. App’x 584 (9th Cir. Mar. 25, 2015)
10 (reversing award of waiting-time penalties based on lack of evidence supporting any willful failure to
11 pay wages); *Ward v. Costco Wholesale Corp.*, 552 Fed. App’x 631 (9th Cir. Jan. 9, 2014) (affirming
12 bench-trial judgment in favor of defendant against named plaintiff and 18 opt-in plaintiffs in collective
13 action with involving deductions from final paychecks). I also litigated class certification on numerous
14 matters. *E.g., Martinez v. Guess?, Inc.*, Los Angeles Superior Court Case No. BC 498326 (obtaining
15 denial of class certification on behalf of retail employees alleging bag check claims).

16 15. Based on my experience in wage and hour class, collective, and representative actions, I
17 have been interviewed and quoted in articles published in the Northern California Record about
18 legislative efforts to reform PAGA. I also have published articles on myriad topics relevant to wage and
19 hour class and representative action litigation, including for example articles on California kin care
20 requirements in *Employee Relations Law Journal* (Vol. 36, No. 2), the extraterritorial application of
21 California employment laws in *The Recorder* (134RD Year No. 28), and California meal and rest break
22 laws in *California Transportation News*, a publication of the California Construction Trucking
23 Association.

24 16. In 2020 I left Seyfarth Shaw LLP and joined my current firm, Diversity Law Group, P.C.,
25 which also focuses on employment law. I have handled a number of wage and hour class and
26 representative actions and continue litigating such matters in numerous Superior Courts and District
27 Courts. From matters with both Seyfarth Shaw LLP and Diversity Law Group, P.C., I have successfully
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1 mediated the resolution of dozens of wage and hour class, collective, and representative actions. I have
2 obtained class certification, and no court has ever found me to be inadequate class counsel.

3 17. Along with the filing of the motion for approval of the settlement in this matter, a copy of
4 the motion papers have also been uploaded to the Labor and Workforce Development Agency
5 (“LWDA”) in compliance with Section 2699(s)(2) and (4). Attached as **Exhibit 3** is a copy of the
6 LWDA confirmation. Similarly, upon approval of a settlement in this matter, my regular practice would
7 be to direct my office staff to upload a copy of the Court’s judgment, papers, or other orders awarding
8 civil penalties under PAGA.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct. Executed this 12th day of September 2025, at Pasadena, California.

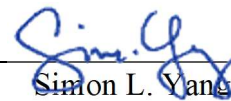
11
12 
Simon L. Yang

EXHIBIT 1

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Attorneys for Defendant

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

MARK LACANIENTA, as an individual and as a
 private attorney general,

Plaintiff,

vs.

CFHS HOLDINGS, INC. dba MARINA DEL
 REY HOSPITAL and dba CEDARS-SINAI
 MARINA DEL REY HOSPITAL, a California
 corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV31671

[Hon. Rupert A. Byrdsong, Department 28]

**JOINT STIPULATION OF PAGA
 SETTLEMENT**

Complaint Filed:

August 25, 2021

JOINT STIPULATION OF PAGA SETTLEMENT

This Joint Stipulation of PAGA Settlement is entered into by and between Plaintiff, Mark Lacanienta, on the one hand, and Defendant, Cedars-Sinai Marina Hospital, a California nonprofit public benefit corporation (formerly known as CFHS Holdings, Inc., dba Cedars-Sinai Marina del Rey Hospital), on the other hand.

1. DEFINITIONS

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

1.1. Action. “Action” means the civil lawsuit originally entitled *Mark Lacanienta v. CFHS Holdings, Inc. dba Marina del Rey Hospital and dba Cedars-Sinai Marina del Rey Hospital*, filed on or about August 26, 2021, in the Superior Court of the State of California for the County of Los Angeles as Case No. 21STCV31671.

1.2. Administrator. “Administrator” means the third-party settlement administrator designated to distribute settlement payments.

1.3. Administration Costs. “Administration Costs” means the payment from the Settlement Amount to the Administrator for administering the settlement, which includes but is not limited to printing, distributing, or tracking payments pursuant to this Agreement, and providing necessary reports or declarations, as requested by the Court or Plaintiff’s counsel and Defendant’s counsel.

1.4. Agreement. “Agreement” means this Joint Stipulation of PAGA Settlement.

1.5. Approval Order. “Approval Order” means an order approving this Agreement.

1.6. Attorneys’ Fees and Costs. “Attorneys’ Fees and Costs” means the attorneys’ fees and costs payment from the Settlement Amount for Plaintiff’s counsel’s attorneys’ fees and costs associated with the litigation and resolution of the Action (excluding third-party Administration Costs).

1.7. Court. “Court” means the Superior Court of California for the County of Los Angeles.

1.8. PAGA. “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.9. PAGA Enhancement Payment. “PAGA Enhancement Payment” means the consideration to Plaintiff for his additional general release and waiver of Civil Code section 1542 as well as in recognition of his efforts and work in prosecuting the Action on behalf of the State.

1.10. PAGA Penalty Fund. “PAGA Penalty Fund” means the portion of Settlement Amount allocated to PAGA penalties.

1.10.1. LWDA Payment. “LWDA Payment” means a payment of 75% of the PAGA Penalty Fund to the Labor & Workforce Development Agency (“LWDA”).

1.10.2. Employee Payment. “Employee Payment” means each PAGA Settlement Member’s payment and share of 25% of the PAGA Penalty Fund.

1.11. PAGA Period. “PAGA Period” means the period starting from October 23, 2020, and going to December 27, 2024, which is based on Defendant’s representation that the PAGA Period includes 71,086 pay periods worked by PAGA Settlement Members.

1.12. PAGA Settlement Members. “PAGA Settlement Member” means all current or former non-exempt employees of Defendant in California during the PAGA Period. Defendant represents that there are approximately 1,685 PAGA Settlement Members.

1.13. PAGA Pay Period. “PAGA Pay Period” means any pay period during which a PAGA Settlement Member worked for Defendant for at least one day during the PAGA Period.

1.14. Parties. “Parties” means Plaintiff and Defendant.

1.14.1. Plaintiff. “Plaintiff” means Mark Lacanienta.

1.14.2. Defendant. “Defendant” means Cedars-Sinai Marina Hospital, a California nonprofit public benefit corporation (formerly known as CFHS Holdings, Inc., dba Cedars-Sinai Marina del Rey Hospital).

1.15. Released Party. “Released Party” means Defendant and all of its respective past, present and future parents, subsidiaries, affiliated companies, agents, employees, physicians, servants, officers, directors, managing agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, reinsurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing agencies and employees thereof, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, service providers, alter-egos, alleged alter-egos, vendors, affiliated organizations, any

1 person and/or entity with potential or alleged to have joint liability, and all of their respective past,
2 present and future employees, physicians, directors, officers, members, owners, agents, representatives,
3 payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers,
4 clients and assigns and any and all persons and/or entities acting under, by, through or in concert with
5 any of them.

6 **1.16. Settlement Amount.** “Settlement Amount” means the maximum potential settlement
7 amount—inclusive of the PAGA Penalty Fund (which encompasses the LWDA Payment and
8 Employee Payments) and any Administration Costs, Attorneys’ Fees and Costs, and PAGA
9 Enhancement Payment—that Defendant may be required to pay in connection with an Approval Order.

10 **2. RECITALS**

11 **2.1. Initiation of Action.** On or about August 26, 2021, Plaintiff filed the original complaint
12 initiating a putative class action and representative PAGA action for Defendant’s alleged failures to (i)
13 pay all minimum wages, (ii) provide lawful meal periods, (iii) timely pay all wages during employment
14 or upon the separation of employment, and (iv) provide accurate itemized wage statements.

15 **2.2. Impact of Arbitration Agreement.** At the outset of the litigation, the Parties met and
16 conferred both about the nature of the alleged claims and also about the impact that an arbitration
17 agreement had on the alleged claims. Based on the arbitration agreement, on November 10, 2021, the
18 Parties filed a stipulation to dismiss Plaintiff’s putative class action claims without prejudice.
19 Defendant filed a motion to compel arbitration of Plaintiff’s individual claims on July 12, 2022. On
20 September 21, 2022, the Court granted the motion and stayed litigation of Plaintiff’s representative
21 PAGA claims pending the arbitration of Plaintiff’s individual claims and individual PAGA claims.

22 **2.3. Arbitration.** The Parties commenced arbitration of Plaintiff’s individual claims and
23 individual PAGA claims. The Parties met and conferred about Plaintiff’s allegations and claims and
24 Defendant’s defenses. The Parties exchanged information and documents that Plaintiff contended
25 supported the claims and that Defendant contended supported its defenses. Plaintiff’s counsel continued
26 investigating the alleged claims and also analyzed any defenses raised by Defendant. The Parties
27 engaged in discovery, including depositions of Plaintiff and Defendant’s corporate designee. After the
28

1 arbitrator denied Defendant's motion for summary judgment, the Parties agreed to schedule a mediation
2 to explore the possibility of an informal resolution of all pending claims.

3 **2.4. Mediation.** On April 3, 2025, the Parties attended a mediation with Tripper Ortman, an
4 experienced mediator knowledgeable of both the wage and hour laws and representative action claims
5 at issue in the Action. With the mediator's assistance and based upon a mediator's proposal, the Parties
6 were able to agree to settlement terms, which were negotiated in light of all known facts and
7 circumstances—including the uncertainty associated with litigation, the risks of significant delay, and
8 numerous potential appellate issues. The settlement was achieved only after extensive arm's length
9 negotiations. Based on Plaintiff's counsel's ongoing investigation and evaluation, Plaintiff's counsel is
10 of the opinion that the terms of this Agreement are fair, reasonable, and adequate, and in the best
11 interests of the State.

12 **2.5. No Admission of Liability.** This Agreement represents a compromise and settlement of
13 highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission
14 by Defendant that any of the allegations in Plaintiff's complaint have merit or that Defendant has any
15 liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
16 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for
17 purposes of this settlement only. If for any reason the Court does not approve this settlement,
18 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to
19 contest Defendant's defenses. The settlement, this Agreement and Parties' willingness to settle the
20 Action will have no bearing on, and will not be admissible in connection with, any litigation (except for
21 proceedings to enforce or effectuate the settlement and this Agreement).

22 **3. SETTLEMENT PROCEEDS**

23 **3.1. Settlement Amount.** Defendant agrees to pay a non-reversionary Settlement Amount of
24 \$973,912.00, which was negotiated based on Defendant's representation that there were 71,086 pay
25 periods worked by PAGA Settlement Members from October 23, 2020, through December 27, 2024.

26 **3.1.1. Attorneys' Fees and Costs.** 33 $\frac{1}{3}$ % of the Settlement Amount (or \$324,637.33)
27 and litigation costs of up to \$30,000.00 are designated as Attorneys' Fees and Costs.
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3.1.2. PAGA Enhancement Payment. \$10,000.00 of the Settlement Amount is designated as the PAGA Enhancement Payment.

3.1.3. Administration Costs. Based on quotes received from third-party administrators, Administration Costs shall be no more than \$11,250.00. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to minimize Administration Costs.

3.1.4. PAGA Penalty Fund. Except for any amounts approved by the Court for the Attorneys' Fees and Costs, PAGA Enhancement Payment, and Administration Costs, the remaining Settlement Amount shall constitute the PAGA Penalty Fund. The PAGA Penalty Fund shall be distributed pursuant to statute with 75% of the PAGA Penalty Fund payable as an LWDA Payment. The remaining 25% of the PAGA Penalty Fund payable as Employee Payments shall be allocated and distributed to PAGA Settlement Members on a pro rata basis, based on the number of PAGA Pay Periods worked by each PAGA Settlement Member during the PAGA Period. Employee Payments shall be distributed to PAGA Settlement Members in separate checks, without the need to submit a claim form.

3.1.5. Court Approval. The approval or denial of the requested Attorneys' Fees and Costs, PAGA Enhancement Payment, and Administration Costs is not a material condition to the Agreement. If the Court does not approve the requested amounts for the Attorneys' Fees and Costs, PAGA Enhancement Payment, and Administration Costs, any requested but unapproved amounts shall be allocated to the PAGA Penalty Fund.

3.2. Payment Considerations. All payments are for penalties under PAGA and shall be characterized as IRS Form 1099 payments. The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to this Agreement. The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. All recipients of settlement payments shall be solely responsible for paying any applicable taxes on their respective payments and shall indemnify and

1 hold harmless the Parties from any claim or liability for taxes, penalties, or interest arising as a result of
2 the payments.

3 **3.3. Funding and Distribution.** By 21 days after the Approval Order, Defendant shall
4 deposit the Settlement Amount with the Administrator. By seven days after receipt of the Settlement
5 Amount, the Administrator shall distribute all amounts to be paid pursuant to this Agreement and
6 Approval Order. The Administrator shall not be empowered to make payments to the PAGA Settlement
7 Members exceeding the total PAGA Penalty Fund allocated to PAGA Settlement Members or deviate
8 from the payment formula agreed upon by the Parties.

9 **3.4. No Further Payments.** The payment of Employee Payments shall not obligate
10 Defendant to confer any additional benefits or make any additional payments to the PAGA Settlement
11 Members (such as 401(k)/403(b) contributions or bonuses) beyond those specified in this Agreement.

12 **4. SETTLEMENT ADMINISTRATION**

13 **4.1. Administrator.** For purposes of distributing payments and administering the settlement,
14 the Administrator shall be Phoenix Settlement Administrators.

15 **4.2. Data for Administrator.** Within seven days of the Approval Order, Defendant shall
16 provide to the Administrator each PAGA Settlement Member's name, last-known mailing address,
17 Social Security number and number of PAGA Pay Periods. Defendant's records will be presumptively
18 determinative in any dispute over entitlement to payment or over membership as PAGA Settlement
19 Members.

20 **4.3. Mailing of Settlement Payments.** Within seven days of receipt of the Settlement
21 Amount, the Administrator shall send payments to all payees via First Class U.S. Mail. For PAGA
22 Settlement Members, the Administrator shall use the last known mailing address for each PAGA
23 Settlement Member, based on data provided by Defendant. Any mailings returned to the Administrator
24 as undeliverable shall be promptly resent via First Class U.S. Mail to the forwarding address on the
25 returned mailing. If no forwarding address is provided, the Administrator shall promptly attempt to
26 determine the correct address using a single skip-trace search and shall then promptly send a single re-
27 mailing.

1 **4.4. Undeliverable or Uncashed Checks.** All uncashed or undeliverable settlement checks
2 will expire 180 days after the postmarked date of their mailing. After 180 days, the sum value of all
3 expired checks will be tallied by the Administrator. The Administrator shall direct the principal for any
4 expired checks in accordance with the Approval Order. The Parties shall request that the Court order
5 that the principal for any expired checks be distributed to the State Controller Unclaimed Property Fund
6 in the name of the PAGA Settlement Member.

7 **4.5. Certification of Completion.** Upon completion of administration of the settlement, the
8 Administrator shall provide written certification of such completion to Plaintiff's counsel and
9 Defendant's counsel.

10 **5. RELEASES**

11 **5.1. Releases by LWDA.** By operation of the entry of the Approval Order, and except as to
12 such rights or claims as may be created by this Agreement, the State of California for itself and on
13 behalf of all PAGA Settlement Members will fully and finally release the Released Parties from any
14 and all PAGA Released Claims. To the extent approved by the Court, the "PAGA Released Claims"
15 include all claims during the PAGA Period asserted in the Action, Plaintiff's June 3, 2021 letter to the
16 LWDA (LWDA-CM-834204-21) ("LWDA Letter"), and/or arising from or related to the facts and
17 claims alleged in the Action and LWDA Letter, or that could have been raised in the Action and
18 LWDA Letter, based on the facts and claims alleged. The PAGA Released Claims include all PAGA
19 claims for unpaid wages, including, failure to pay minimum wages; missed/short/late/interrupted meal
20 period and/or meal period wages/premiums; failure to provide meal periods; the calculation of meal
21 period premiums; payment for all hours worked, including off-the-clock work; deductions; failure to
22 keep/maintain accurate records including payroll records related to the PAGA Released Claims;
23 penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-
24 wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the
25 PAGA Released Claims arising under: the California Labor Code (including, but not limited to,
26 sections 201, 202, 203, 204, 205.5, 210, 218, 218.5, 218.6, 226, 226.3, 226.7, 256, 512, 558, 558.1,
27 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*, 2699 *et seq.*); the Wage
28

Orders of the California Industrial Welfare Commission; and the PAGA. This release excludes the release of claims not permitted by law.

5.2. Additional Release by Plaintiff. By operation of the entry of the Approval Order, Plaintiff also generally releases all claims, known or unknown, in favor of each Released Party, including a waiver of Civil Code section 1542. Plaintiff expressly waives all rights provided by Civil Code section 1542 that Plaintiff may have against each Released Party. Civil Code section 1542 states:

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.

Plaintiff understands Plaintiff may later discover facts different from or in addition to those facts now known to Plaintiff or believed by Plaintiff to be true with respect to the matters covered by this Agreement, and agrees this Agreement nevertheless shall remain in full and complete force and effect. Plaintiff acknowledges that Plaintiff has read the entirety of the Agreement, including the above language from the Civil Code, and that Plaintiff fully understands both the Agreement and Civil Code section 1542. By executing this Agreement, Plaintiff expressly waives any benefits and rights granted pursuant to Civil Code section 1542.

6. COURT APPROVAL

6.1. Approval Order. The Parties shall submit a motion seeking an Approval Order, which would, among other things: (i) approve the terms of the settlement in this Agreement, (ii) deem the terms to be fair, reasonable, and adequate, (iii) approve the release, (iv) direct that the settlement's terms and provisions be carried out; and (v) enter final judgment.

6.2. Effect of Failure to Obtain Approval Order. In the event the Court fails to enter an Approval Order in accordance with this Agreement, then this Agreement shall be void and unenforceable, unless the Parties agree to changes that would enable the Court to approve a settlement.

7. MISCELLANEOUS

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The

signatories represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.

7.1.1. Counterparts and Signatures. This Agreement may be executed in counterparts, and when all signatories have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via e-mail to counsel for the other party. Any signature transmitted via e-mail or DocuSign shall be deemed an original signature and shall be binding upon the party who transmits the signature page.

7.1.2. Waivers, Modifications, Etc. to Be in Writing. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification, or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

7.1.3. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship. The captions of paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

7.1.4. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible so as to render all provisions of this Agreement valid and enforceable.

1 **7.2. Confidentiality.** Neither Plaintiff nor Plaintiff's counsel shall issue any press release or
2 announcement of any kind, including but not limited to using social media or internet postings, related
3 in any way to the settlement. Plaintiff and Plaintiff's counsel agree that, prior to seeking court approval
4 of the settlement, they will keep the terms of this settlement confidential except for purposes of
5 communicating with Plaintiff only or as otherwise specifically contemplated by the Agreement (e.g.,
6 obtaining administrator bids). Plaintiff has been informed that the settlement is confidential and has
7 been advised to keep the settlement confidential. From and after approval of the settlement, Plaintiff
8 and Plaintiff's counsel may comment regarding the specific terms of the settlement only: (1) as
9 required by law or (2) as required under the terms of the settlement. In all other cases, Plaintiff and
10 Plaintiff's counsel agree to limit their statements regarding the terms of the settlement, whether oral,
11 written or electronic (including the world wide web), to say the Action has been resolved. Nothing in
12 this Paragraph is intended to interfere with the Plaintiff's counsel's duties and obligations to faithfully
13 discharge their duties to PAGA Settlement Members, including but not limited to, communicating with
14 the PAGA Settlement Members regarding the settlement.

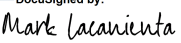
15 **7.3. Further Acts and Cooperation Between the Parties.** The Parties shall cooperate and
16 use their best efforts to obtain the Court's approval of this Agreement and its terms. Each of the Parties,
17 upon the request of another, agrees to perform such further acts and to execute and deliver such other
18 documents as are reasonably necessary to carry out the provisions of this Agreement.

19 **7.4. Continuing Jurisdiction.** The Court granting approval of the settlement shall retain
20 jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or
21 related to, the implementation of this Agreement and of the settlement contemplated thereby.

22 **7.5. Governing Law and Enforcement Actions.** All terms of this Agreement shall be
23 governed by and interpreted according to the laws of the State of California. If one or more of the
24 Parties institutes any legal action or other proceeding against any other party or Parties to enforce the
25 provisions of this Agreement, or to declare rights or obligations under this Agreement, the prevailing
26 party or Parties shall be entitled to recover from the non-prevailing party or Parties reasonable
27 attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement
28 actions.

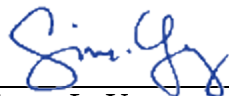
PLAINTIFF

Dated: August 26, 2025

DocuSigned by:

48DCECC48944CB...
Mark Lacanienta

COUNSEL FOR PLAINTIFF

Dated: August 26, 2025


Simon L. Yang
DIVERSITY LAW GROUP, P.C.

DEFENDANT

Dated: August 28, 2025

DocuSigned by:

0E5D1B99327F4A4...
Elizabeth Carroll, Director, HR Legal and Litigation,
on behalf of Cedars-Sinai Marina Hospital (f/k/a CFHS
Holdings, Inc.)

COUNSEL FOR DEFENDANT

Dated: August 28, 2025

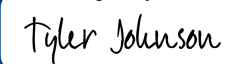
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3D7953432F004E6...
Richard J. Simmons
Tyler J. Johnson
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

EXHIBIT 2



Invoice

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Invoice #: 10240

Invoice Date: 09/11/2025

Terms: Upon Receipt

Due Date: 09/11/2025

PO #:

Invoice Total: \$19,908.44

Payment Applied: \$0.00

Total Due: \$19,908.44

Details - Lacanienta, Mark v. Cedars-Sinai Marina del Rey Hospital (12085.001)

Expenses

Date	Category	Expense Code	Description	Amount (\$)
06/07/2021		Court fees	LWDALWDA	75.00
06/30/2021		Postage	PostagePostage	14.32
08/26/2021		Attorney Service	Attorney Service - Complaint [- 1,000	667.84
08/27/2021		Attorney Service	Attorney Service - Complaint Service	108.78
09/22/2021		Court fees	ACE E Filing - Notice of ISCE E Filing - Notice of ISC	12.07
09/17/2021		Attorney Service	Attorney Service - POS of Summons	49.50
09/30/2021		Photocopies	PhotocopiesPhotocopies	2.50
09/30/2021		Postage	PostagePostage	0.73
11/22/2021		Court fees	ACE E Filing - NOEACE E Filing - NOE	12.07
11/24/2021		Court fees	ACE E Filing - Joint CMSACE E Filing - Joint CMS	12.07
11/13/2021		Court fees	ACE E Filing - Stip to DismissACE E Filing - Stip to Dismiss	32.67
11/30/2021		Photocopies	PhotocopiesPhotocopies	1.50
11/30/2021		Postage	PostagePostage	1.99



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01/10/2022		Court fees	ACE E Filing - Notice of Reassignment &	14.02
01/13/2022		Court fees	ACE E Filing - Notice of CMCA ACE E Filing - Notice of CMC	14.02
01/31/2022		Photocopies	PhotocopiesPhotocopies	8.75
01/31/2022		Postage	PostagePostage	2.69
02/08/2022		Court fees	ACE E Filing - CMSACE E Filing - CMS	14.02
09/08/2022		Court fees	ACE E Filing - Oppo to MTC Arb ACE E Filing - Oppo to MTC Arb	14.02
09/08/2022		Delivery services/messenger	Federal ExpressFederal Express	35.40
12/09/2022		Online research	Online DocOnline Doc	22.00
04/10/2023		Arbitrators/mediators	AAA Demand for Arbitration AAA Demand for Arbitration	362.25
09/20/2023		Court fees	ACE E Filing - Notice of Post-Arbitration	15.02
04/30/2024		Deposition transcripts	AMK - Deposition Transcript of Mark	733.10
07/08/2024		Deposition transcripts	Steno - Deposition Transcript of Lily	970.25
07/09/2024		Deposition transcripts	Steno - Deposition Transcript of Jennifer	1240.70
12/20/2024		Court fees	ACE E Filing - Joint CMSACE E Filing - Joint CMS	16.57
01/03/2025		Arbitrators/mediators	Ortman MediationOrtman Mediation	9000.00
01/09/2025		Arbitrators/mediators	Ortman MediationOrtman	6000.00



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			Mediation	
04/16/2024		Out-of-town travel	Parking	100.00
01/31/2025	Photocopies		Photocopies	0.25
01/31/2025	Postage and delivery		Postage	0.69
02/28/2025	Photocopies		Photocopies	0.25
02/28/2025	Postage and delivery		Postage	0.69
04/29/2025	Court Fees		ACE EFiling - Joint Status Conf Report (Filing ID 12065096)	17.57
05/14/2025	Court Fees		ACE EFiling - Notice of CMC re Status of Settlement (Filing ID 12158294)	17.57
08/04/2025	Court Fees		ACE EFiling - Joint Status Report (Filing ID 12630734)	17.57
09/11/2025	Court Fees		WIP - Costs	300.00
Subtotal:				\$19,908.44
Total:				\$19,908.44

EXHIBIT 3