

Michael Crosner (SBN 41299)
Zachary M. Crosner (SBN 272295)
Jamie Serb (SBN 289601)
Nikki Trenner (SBN 316007)
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel: (310) 496-5818
Fax: (310) 510-6429

Attorneys for Plaintiff LYNDA BROWNING

Elizabeth Staggs-Wilson (SBN 183160)
LITTLER MENDELSON, P.C.
633 W. 5th Street, 63rd Floor
Los Angeles, CA 90071
Tel: (213) 443-4300
Fax: (213) 443-4200

Alexandria Witte Rafizadeh (SBN 273494)
Jennifer A. Goldberg (SBN 292216)
LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90071
Tel: (310) 553-0308
Fax: (310) 553-5583

Attorneys for Defendant THE HUNTINGTON
MEDICAL FOUNDATION dba
HUNTINGTON HEALTH PHYSICIANS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LYNDA BROWNING, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

PASADENA HOSPITAL ASSOCIATION,
LTD, a California non-profit corporation;
THE HUNTINGTON MEDICAL
FOUNDATION dba HUNTINGTON
HEALTH PHYSICIANS, a California non-
profit corporation, and DOES 1 – 100,

Defendants.

Case No. 20STCV48262

*[Assigned for all purposes to Honorable Elihu
Berle, Dept. 6]*

**JOINT STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION AND
PAGA CLAIMS**

Complaint Filed: December 18, 2020

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Lynda Browning (“Plaintiff”) and Defendant The Huntington Medical Foundation dba Huntington Health Physicians (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Lynda Browning v. Pasadena Hospital Association Ltd., et al.*, initiated on December 18, 2020, and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 20STCV48262.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “flat fee” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt, hourly-paid employees of Defendant who were employed at any time from December 18, 2019 through July 31, 2022.
- 1.5. “Class Members” means all current and former non-exempt, hourly-paid employees of Defendant employed in California at any time from December 18, 2016 through July 31, 2022.
- 1.6. “Class Counsel” means Michael Crosner, Zachary Crosner, Jamie Serb, and Nikki Trenner of Crosner Legal, P.C.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s full name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means December 18, 2016, through (1) July 31, 2022, or (2) the date on which Defendant elects to cut off the release period so as to not exceed 42,750 workweeks, as outlined in Paragraph 8.
- 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative, Plaintiff Lynda Browning.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Court” means the Superior Court of California, County of Los Angeles.
- 1.16. “Defendant” means named Defendant The Huntington Medical Foundation dba Huntington Health Physicians.
- 1.17. “Defense Counsel” means Elizabeth Staggs-Wilson, Alexandria Witte Rafizadeh, and Jennifer Goldberg of Littler Mendelson, P.C.

- 1.18. “Effective Date” means the date by which all of the following events have occurred:
- (i) this Agreement has been executed by Plaintiff, Defendant, Class Counsel and Defendant’s Counsel;
 - (ii) the Court has given preliminary approval to the Settlement;
 - (iii) the Notice has been sent to the Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement;
 - (iv) the Notice has been sent to the LWDA;
 - (v) the Court has held a formal fairness hearing and entered the Court’s Final Order and Judgment; and
 - (vi) either (a) sixty five (65) calendar days after final approval of the Settlement and entry of a Final Judgment without any appeal, writ, or other appellate proceeding having been filed therefrom; or (b) if any appeal, writ, or other appellate proceeding opposing Final Approval has been filed within sixty five (65) calendar days after entry of Final Judgment, the Effective Date shall be five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement have been finally and conclusively dismissed and the Settlement has been upheld with no right to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire Agreement is deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Three Hundred Thirty-Five Thousand Dollars and Zero Cents (\$335,000.00), which is the total amount Defendant agrees to pay under the Settlement, excluding Defendant’s share of payroll taxes, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay

Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "PAGA Period" means December 18, 2019 through July 31, 2022.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.33. "PAGA Notice" means Plaintiff's May 27, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, up to a maximum of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), allocated 25% to the Aggrieved Employees (Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$8,750.00)), and 75% to the LWDA ((Twenty-Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$26,250.00)), in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Lynda Browning, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, and reinsurers, as well as Pasadena Hospital Association Ltd. d/b/a Huntington Health or Huntington Hospital.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means 45 calendar days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are re-sent after

1 having been returned undeliverable to the Administrator shall have an additional 10
2 calendar days beyond the Response Deadline has expired.

3 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the
4 Judgment.

5 1.45. “Workweek” means any week during which a Class Member worked for Defendant for
6 at least one day, during the Class Period.

7 **2. RECITALS.**

8 2.1. On December 18, 2020, Plaintiff commenced this Action by filing a Complaint alleging
9 causes of action against Defendant for (1) failure to pay and/or accurately calculate
10 minimum, regular, overtime, and double time wages (Violations of Labor Code §§
11 226.2, 510, 1194, 1194.2, 1197, 1197.1, 1198); (2) failure to provide meal periods or
12 pay premiums in lieu thereof (Violation of Labor Code §§ 512, 226.7, and the
13 applicable Wage Order); (3) failure to provide rest periods or pay premiums in lieu
14 thereof (Violation of Labor Code § 226.7 and the applicable Wage Order); (4) failure
15 to furnish and/or keep timely and accurate wage statements and employment records
16 (Violation of Labor Code §§ 226, 1174, 1174.5); (5) failure to timely pay wages during
17 and upon termination of employment (Violation of Labor Code §§ 201-204); (6) failure
18 to reimburse and indemnify expenses (Violation of Labor Code § 2802); and (7)
19 violation of California’s Unfair Competition Law (Violation of Business & Professions
20 Code §§ 17200 *et seq.*). Prior to filing for Preliminary Approval, Plaintiff will file a
21 First Amended Complaint alleging an additional cause of action against Defendant for
22 violations of the PAGA. The First Amended Complaint is the operative complaint in
23 the Action (the “Operative Complaint”). Defendant denies the allegations in the
24 Operative Complaint, denies any failure to comply with the laws identified in in the
25 Operative Complaint, and denies any and all liability for the causes of action alleged.
26 Defendant further denies that, for any purpose other than settling this Action, this
27 Action is appropriate for class action or representative treatment.
28

- 1 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice
2 to Defendant and the LWDA by sending the PAGA Notice.
- 3 2.3. On May 20, 2022, the Parties participated in an all-day mediation presided over by
4 experienced wage and hour class action mediator Steven G. Mehta, which led to this
5 Agreement to settle the Action.
- 6 2.4. Prior to mediation, Plaintiff obtained, through formal discovery relevant documents
7 and class data from Defendant including (1) Plaintiff's personnel file, (2) Plaintiff's
8 time and payroll records, (3) the employee handbooks in effect during the Class Period,
9 (4) Defendant's additional policies and operating procedures regarding the (a) payment
10 of wages, (b) the provision of meal and rest breaks, (c) timekeeping policies (including
11 recording hours), (d) issuance of wage statements, (e) reimbursement of business
12 expenses, and (f) termination wages, (5) the contact information for the Class Members,
13 and (6) the payroll and time records for all 305 Class Members from December 18,
14 2016 through November 1, 2021, among other documents. Plaintiff's investigation
15 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker*
16 *Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
17 (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 18 2.5. The Court has not granted class certification.
- 19 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
20 any other pending matter or action asserting claims that will be extinguished or affected
21 by the Settlement.
- 22 2.7. Class Counsel have conducted a thorough investigation into the facts of this Action,
23 including an extensive review of relevant documents and data, and has diligently
24 pursued an investigation of the Class Members' claims against Defendant. Based on
25 its and their own independent investigation and evaluation, Class Counsel are of the
26 opinion that the Settlement with Defendant is fair, reasonable and adequate and is in
27 the best interest of the Class Members in light of all known facts and circumstances,
28 including the risks of significant delay, obtaining class certification, and the defenses

1 asserted by Defendant. Defendant and Defense Counsel also agree that the Settlement
2 is in the best interests of the Class Members. Counsel for the Parties further agree that
3 the Settlement is fair, reasonable and adequate with respect to civil penalties sought
4 pursuant to PAGA.

5 **3. MONETARY TERMS.**

6 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
7 Defendant promises to pay a maximum total payment of Three Hundred Thirty-Five
8 Thousand Dollars and Zero Cents (\$335,000.00), and no more as the Gross Settlement
9 Amount, and to separately pay any and all employer payroll taxes owed on the Wage
10 Portions of the Individual Class Payments. Defendant has no obligation to pay the
11 Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
12 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross
13 Settlement Amount without asking or requiring Participating Class Members or
14 Aggrieved Employees to submit any claim as a condition of payment. None of the
15 Gross Settlement Amount will revert to Defendant.

16 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
17 the following payments from the Gross Settlement Amount, in the amounts specified
18 by the Court in the Final Approval:

19 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative
20 of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) (in
21 addition to any Individual Class Payment and any Individual PAGA Payment
22 the Class Representative is entitled to receive as a Participating Class Member
23 and/or Aggrieved Employee). Defendant will not oppose Plaintiff's request for
24 a Class Representative Service Payment that does not exceed this amount. As
25 part of the Motion for Final Approval, Plaintiff will seek Court approval for any
26 Class Representative Service Payments no later than 16 court days prior to the
27 Final Approval Hearing. If the Court approves a Class Representative Service
28 Payment less than the amount requested, the Administrator will retain the

1 remainder in the Net Settlement Amount. The Administrator will pay the Class
2 Representative Service Payment using IRS Form 1099. Plaintiff assumes full
3 responsibility and liability for employee taxes owed on the Class Representative
4 Service Payment.

5 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33% of
6 the Gross Settlement Amount, and a Class Counsel Litigation Expenses
7 Payment of not more than Twenty-Five Thousand Dollars (\$25,000.00).
8 Defendant will not oppose requests for these payments provided that do not
9 exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
10 Class Counsel Fees Payment and Class Litigation Expenses Payment no later
11 than 16 court days prior to the Final Approval Hearing. The amount set forth
12 above will cover all work performed and all fees and costs incurred to date, and
13 all work to be performed and all fees and costs to be incurred in the future in
14 connection with the approval by the Court of this Agreement, and the
15 administration of the Settlement. If the Court approves a Class Counsel Fees
16 Payment and/or a Class Counsel Litigation Expenses Payment less than the
17 amounts requested, the Administrator will allocate the remainder to the Net
18 Settlement Amount. Released Parties shall have no liability to Class Counsel
19 or any other Plaintiff's Counsel arising from any claim to any portion any Class
20 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
21 Administrator will pay the Class Counsel Fees Payment and Class Counsel
22 Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes
23 full responsibility and liability for taxes owed on the Class Counsel Fees
24 Payment and the Class Counsel Litigation Expenses Payment and holds
25 Defendant harmless, and indemnifies Defendant, from any dispute or
26 controversy regarding any division or sharing of any of these Payments.

27 3.2.3. To the Administrator: An Administrator Expenses Payment paid from the
28 Gross Settlement Amount not to exceed \$11,000 except for a showing of good

1 cause and as approved by the Court. To the extent the Administration Expenses
2 are less or the Court approves payment less than \$11,000, the Administrator
3 will retain the remainder in the Net Settlement Amount.

4 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
5 by (a) dividing the Net Settlement Amount by the total number of Workweeks
6 worked by all Participating Class Members during the Class Period and (b)
7 multiplying the result by each Participating Class Member's Workweeks.

8 3.2.4.1. Tax Allocation of Individual Class Payments. twenty percent (20%) of
9 each Participating Class Member's Individual Class Payment will be
10 allocated to settlement of wage claims (the "Wage Portion"). The Wage
11 Portions are subject to tax withholding and will be reported on an IRS
12 W-2 Form. The eighty percent (80%) of each Participating Class
13 Member's Individual Class Payment will be allocated to settlement of
14 claims for alleged interest and penalties (the "Non-Wage Portion"). The
15 Non-Wage Portions are not subject to wage withholdings and will be
16 reported on IRS 1099 Forms. Participating Class Members assume full
17 responsibility and liability for any employee taxes owed on their
18 Individual Class Payment. The Administrator shall also be responsible
19 for submitting Defendant's share of payroll taxes to the appropriate
20 government agencies on behalf of Defendant.

21 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
22 Class Payments. Non-Participating Class Members will not receive any
23 Individual Class Payments. The Administrator will retain amounts
24 equal to their Individual Class Payments in the Net Settlement Amount
25 for distribution to Participating Class Members on a pro rata basis.

26 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
27 Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), to be paid from the
28 Gross Settlement Amount, with 75% (Twenty-Six Thousand Two Hundred

Fifty Dollars and Zero Cents (\$26,250.00)) allocated to the LWDA PAGA Payment, and 25% (Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$8,750.00)) allocated to the Individual PAGA Payments. The Aggrieved Employees shall release their PAGA claims in their entirety as set forth in Paragraph 5.3 below and may not opt out of or object to the PAGA release.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$8,750.00)) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Parties agree that the Individual PAGA Payments distributed to each Aggrieved Employee will be treated entirely as civil penalties. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendant's records for 305 Class Members from December 18, 2016 through November 1, 2021, the Settlement reached at mediation was based on the Parties' estimated projection that there are approximately 305 Class Members who collectively worked a total of approximately 38,000 Workweeks, and approximately 169 Aggrieved Employees who worked a total of approximately 8,152 of PAGA Pay Periods.

4.2. Class Data. Not later than forty-five (45) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator,

1 in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
2 rights, the Administrator (along with any of its agents) must maintain the Class Data in
3 confidence, use the Class Data only for purposes of this Settlement and for no other
4 purpose, and restrict access to the Class Data to Administrator employees who need
5 access to the Class Data to effect and perform under this Agreement. Specifically, the
6 Settlement Administrator (along with any of its agents) will: (1) provide reasonable
7 and appropriate administrative, physical and technical safeguards, including a
8 reasonable security protocol, for any personally identifiable information ("PII"), which
9 it receives from Defendant's Counsel and/or Class Counsel; (2) not disclose the PII to
10 third parties, including agents or subcontractors, without the Parties' consent; (3) not
11 disclose or otherwise use the PII other than to carry out its duties as set forth herein;
12 and (4) promptly provide the Parties with notice if PII is subject to unauthorized access,
13 use, disclosure, modification, or destruction. Defendant has a continuing duty to
14 immediately notify Class Counsel if it discovers that the Class Data omitted class
15 member identifying information and to provide corrected or updated Class Data as soon
16 as reasonably feasible. Without any extension of the deadline by which Defendant
17 must send the Class Data to the Administrator, the Parties and their counsel will
18 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
19 issues related to missing or omitted Class Data.

20 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
21 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll
22 taxes by transmitting the funds to the Administrator no later than fourteen (14) days
23 after the Effective Date. Except as otherwise provided for in this Agreement, the
24 delivery of the Gross Settlement Amount and the employer's share of payroll taxes to
25 the Settlement Administrator shall constitute full, final, and complete discharge,
26 settlement, and compromise of the entire obligation of Defendant under this Settlement.
27 Once Defendant has made such payments, it will be deemed to have satisfied all terms
28

and conditions under this Settlement, shall be entitled to all protections afforded to Defendant under this Settlement.

4.4. Payments from the Gross Settlement Amount. Within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) by which the check must be cashed or deposited. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS

forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of the Class Representative Service Payment, Individual Class Payments, and Individual PAGA Payments shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiff, Participating Class Members and/or Aggrieved Employee may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiff, Participating Class Members and Aggrieved Employees may be entitled under any benefit plans.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1 5.1. Plaintiff's Release. In consideration of Defendant's promises and agreements as set
2 forth herein, Plaintiff and her respective former and present spouses, representatives,
3 agents, attorneys, heirs, administrators, successors, and assigns generally, release and
4 discharge Released Parties from all claims, transactions, or occurrences, including, but
5 not limited to: (a) all claims that were, or reasonably could have been, alleged, based
6 on the facts contained, in the Operative Complaint (including but not limited to any and
7 all any claims for wages, bonuses, severance pay, vacation pay, penalties, employment
8 benefits, stock options, violation of any personnel policy, any and all claims arising
9 from her employment or damages of any kind whatsoever, arising out of any common
10 law torts, contracts, express or implied, any covenant of good faith and fair dealing, or
11 any federal, state, or other governmental statute, executive order, regulation or
12 ordinance, or common law, or any other basis whatsoever, to the fullest extent provided
13 by law, and (b) all PAGA claims that were, or reasonably could have been, alleged
14 based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice or
15 released under 5.2 and 5.3, below. ("Plaintiff's Release"). Plaintiff's Release does not
16 extend to any claims or actions to enforce this Agreement, or to any claims for vested
17 benefits, unemployment benefits, disability benefits, social security benefits, workers'
18 compensation benefits that arose at any time, or based on occurrences outside the Class
19 Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from,
20 or in addition to, the facts or law that Plaintiff now knows or believes to be true but
21 agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
22 notwithstanding such different or additional facts or Plaintiff's discovery of them.

23 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
24 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes to
25 the fullest extent permitted by law the provisions, rights, and benefits, if any, of
26 section 1542 of the California Civil Code, which reads:

27 **A general release does not extend to claims that the creditor or releasing**
28 **party does not know or suspect to exist in his or her favor at the time of**

1 **executing the release, and that if known by him or her would have**
2 **materially affected his or her settlement with the debtor or Released Party.**

3 Plaintiff understands that Section 1542 gives the right not to release existing
4 claims of which she is not now aware, unless Plaintiff voluntarily chooses to
5 waive this right. Having been so apprised, Plaintiff nevertheless voluntarily
6 waives the rights described in Section 1542 and elects to assume all risks for
7 unknown claims that now exist in her favor. The release of the claims of
8 Plaintiff as set forth in this Paragraph is a condition precedent to enforcement
9 of this Agreement.

10 5.2. Release by Participating Class Members: Upon the date the Settlement is funded, all
11 Participating Class Members, on behalf of themselves and their respective former and
12 present representatives, agents, attorneys, heirs, administrators, successors, and
13 assigns, release Released Parties from all claims pleaded in the Operative Complaint,
14 and which could reasonably have been alleged, based on the Class Period facts,
15 allegations, and/or claims stated in the Operative Complaint, against the Released
16 Parties, for work performed during the Class Period, including the following:

17 5.2.1. The Claims set forth in the Operative Complaint, specifically, (1) failure to pay
18 and/or accurately calculate minimum, regular, overtime, and double time wages
19 (Violations of Labor Code §§ 226.2, 510, 1194, 1194.2, 1197, 1197.1, 1198);
20 (2) failure to provide meal periods or pay premiums in lieu thereof (Violation
21 of Labor Code §§ 512, 226.7, and the applicable Wage Order); (3) failure to
22 provide rest periods or pay premiums in lieu thereof (Violation of Labor Code
23 § 226.7 and the applicable Wage Order); (4) failure to furnish and/or keep
24 timely and accurate wage statements and employment records (Violation of
25 Labor Code §§ 226, 1174, 1174.5); (5) failure to timely pay wages during and
26 upon termination of employment (Violation of Labor Code §§ 201-204); (6)
27 failure to reimburse and indemnify expenses (Violation of Labor Code § 2802);
28

1 and (7) violation of California's Unfair Competition Law (Violation of
2 Business & Professions Code §§ 17200 et seq.);, and

3 5.2.2. Any claims predicated on the same or similar facts and/or claims alleged in the
4 Operative Complaint as well as any claims that reasonably could have been pled
5 which arise from the facts alleged in the Operative Complaint concerning the
6 Plaintiff or the putative class, including any state or federal claims for unpaid
7 wages (including minimum, regular, vacation and overtime wages), unlawful
8 rounding of employee time punches, untimely wage payments both during and
9 at the end of employment, non-compliant meal periods, non-compliant rest
10 periods, non-compliant wage statements, failure to reimburse and indemnify
11 business expenses, failure to correctly calculate the regular rate of pay, and
12 claims for interest, penalties (including but not limited to waiting time
13 penalties), or premiums in connection therewith, as well as any claims under
14 the California Labor Code and California Industrial Welfare Commission Wage
15 Orders that were alleged or which reasonably could have been alleged under
16 the facts, allegations and/or claims pleaded in the Class Lawsuit;

17 5.2.3. Any claims for injunctive relief, declaratory relief, restitution, fraudulent
18 business practices or punitive damages alleged or which reasonably could have
19 been alleged under the facts, allegations and/or claims pleaded in the Operative
20 Complaint; and

21 5.2.4. Any and all other claims under federal law that were or could have been alleged
22 under the facts, allegations and/or claims pleaded in the Operative Complaint.

23 5.2.5. In addition, to the extent required by law, the cashing of the settlement check
24 by the Settlement Class Member shall be deemed to be an opt-in for purposes
25 of releasing Released Parties from any claims predicated under the Fair Labor
26 Standards Act ("FLSA") that could have been alleged under the facts,
27 allegations and/or claims pleaded in the Operative Complaint. The Settlement
28 Administrator shall include a legend on the settlement check stating, "By

1 cashing this check, and to the extent required by law, I am opting into the
2 settlement in Lynda Browning v. Pasadena Hospital Association Ltd., et al., Los
3 Angeles Superior Court, Case No. 20STCV48262, under FLSA, 29 U.S.C. §
4 216(b), and releasing the Released Claims described in the Settlement
5 Agreement.” The claims set forth in subparagraphs (a)-(c) hereinabove shall
6 be collectively referred to as the “Class Released Claims.”

7 5.2.6. Except as set forth in Section 5.3 of this Agreement, Participating Class
8 Members do not release any other claims, including claims for vested benefits,
9 wrongful termination, violation of the Fair Employment and Housing Act,
10 unemployment insurance, disability, social security, workers’ compensation, or
11 claims based on facts occurring outside the Class Period.

12 5.3. Release by Aggrieved Employees: Upon the date the Settlement is funded, all
13 Aggrieved Employees are deemed to have fully, finally, and forever released, settled,
14 compromised, relinquished and discharged on behalf of themselves and their respective
15 former and present representatives, agents, attorneys, heirs, administrators, successors,
16 and assigns, the Released Parties from all claims for PAGA penalties that were alleged,
17 or reasonably could have been alleged, based on the PAGA Period facts stated in the
18 Operative Complaint, and PAGA Notice, including, e.g., any and all claims involving
19 any and all claims involving (1) failure to pay and/or accurately calculate minimum,
20 regular, overtime, and double time wages (Violations of Labor Code §§ 226.2, 510,
21 1194, 1194.2, 1197, 1197.1, 1198); (2) failure to provide meal periods or pay premiums
22 in lieu thereof (Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order);
23 (3) failure to provide rest periods or pay premiums in lieu thereof (Violation of Labor
24 Code § 226.7 and the applicable Wage Order); (4) failure to furnish and/or keep timely
25 and accurate wage statements and employment records (Violation of Labor Code §§
26 226, 1174, 1174.5); (5) failure to timely pay wages during and upon termination of
27 employment (Violation of Labor Code §§ 201-204); and (6) failure to reimburse and
28 indemnify expenses (Violation of Labor Code § 2802).

1 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
2 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with
3 the Court’s current checklist for Preliminary Approvals.

4 6.1. Parties’ Declarations in Support of Preliminary Approval. Within fourteen (14) days
5 of the full execution of this Agreement, Defendant’s Counsel will prepare and deliver
6 to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing
7 all facts relevant to any actual or potential conflicts of interest with the Administrator
8 and averring that they are not aware of any other pending matter or action asserting
9 claims that will be extinguished or adversely affected by the Settlement.

10 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
11 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
12 notice, and memorandum in support, of the Motion for Preliminary Approval that
13 includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of
14 the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft
15 proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement;
16 (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator
17 attaching its “flat fee” bid for administering the Settlement and attesting to its
18 willingness to serve; competency; operative procedures for protecting the security of
19 Class Data; amounts of insurance coverage for any data breach, defalcation of funds or
20 other misfeasance; all facts relevant to any actual or potential conflicts of interest with
21 Class Members; and the nature and extent of any financial relationship with Plaintiff,
22 Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
23 willingness and competency to serve and disclosing all facts relevant to any actual or
24 potential conflicts of interest with Class Members, and the Administrator; (v) a signed
25 declaration from each Class Counsel firm attesting to its competency to represent the
26 Class Members; its timely transmission to the LWDA of all necessary PAGA
27 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
28 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor

Code section 2699, subd. (1)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or

relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database maintained by the United States Postal Service.

7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall

1 conduct an advanced skip trace Class Member Address Search, and re-mail the
2 Class Notice to the most current address obtained. The Administrator has no
3 obligation to make further attempts to locate or send Class Notice to Class
4 Members whose Class Notice is returned by the USPS a second time.

5 7.4.4. The deadlines for Class Members' written objections, Challenges to
6 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended
7 an additional ten (10) calendar days beyond the forty-five (45) days otherwise
8 provided in the Class Notice for all Class Members whose notice is re-mailed.
9 The Administrator will inform the Class Member of the extended deadline with
10 the re-mailed Class Notice.

11 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
12 discovers any persons who believe they should have been included in the Class
13 Data and should have received Class Notice, the Parties will expeditiously meet
14 and confer in person or by telephone, and in good faith, in an effort to agree on
15 whether to include them as Class Members. If the Parties agree, such persons
16 will be Class Members entitled to the same rights as other Class Members, and
17 the Administrator will send, via email or overnight delivery, a Class Notice
18 requiring them to exercise options under this Agreement not later than ten (10)
19 calendar days after receipt of Class Notice, or the deadline dates in the Class
20 Notice, which ever are later.

21 7.5. Requests for Exclusion (Opt-Outs).

22 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
23 Settlement must send the Administrator, by fax, email, or mail, a signed written
24 Request for Exclusion not later than forty-five (45) calendar days after the
25 Administrator mails the Class Notice (plus an additional ten (10) calendar days
26 for Class Members whose Class Notice is re-mailed). A Request for Exclusion
27 is a letter from a Class Member or his/her representative that reasonably
28 communicates the Class Member's election to be excluded from the Settlement

1 and includes the Class Member's (1) full name, (2) address, (3) email address
2 or telephone number, and (4) last four digits of their social security number or
3 Employment Authorization number. To be valid, a Request for Exclusion must
4 be timely faxed, emailed, or postmarked by the Response Deadline. Class
5 Members are responsible to maintain a photocopy of their request for exclusion,
6 reflecting that it was submitted in a timely manner. Any disputes regarding the
7 timeliness of a request for exclusion or whether a written communication
8 constitutes a valid request that cannot be resolved between the Parties shall be
9 determined by the Court, whose determination shall be final.

10 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
11 fails to contain all the information specified in the Class Notice. The
12 Administrator shall accept any Request for Exclusion as valid if the
13 Administrator can reasonably ascertain the identity of the person as a Class
14 Member and the Class Member's desire to be excluded. The Administrator's
15 determination shall be final and not appealable or otherwise susceptible to
16 challenge. If the Administrator has reason to question the authenticity of a
17 Request for Exclusion, the Administrator may demand additional proof of the
18 Class Member's identity. The Administrator's determination of authenticity
19 shall be final and not appealable or otherwise susceptible to challenge.

20 7.5.3. Every Class Member who does not submit a timely and valid Request for
21 Exclusion is deemed to be a Participating Class Member under this Agreement,
22 entitled to all benefits and bound by all terms and conditions of the Settlement,
23 including the Participating Class Members' Releases under Paragraphs 5.2 and
24 5.3 of this Agreement, regardless of whether the Participating Class Member
25 actually receives the Class Notice or objects to the Settlement.

26 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is
27 a Non-Participating Class Member and shall not receive an Individual Class
28 Payment or have the right to object to the class action components of the

1 Settlement. Because future PAGA claims are subject to claim preclusion upon
2 entry of the Judgment, Non-Participating Class Members who are Aggrieved
3 Employees are deemed to release the claims identified in Paragraph 5.3 of this
4 Agreement and are eligible for an Individual PAGA Payment. The Aggrieved
5 Employees are bound by the release of the Released PAGA Claims regardless
6 of whether they cash or deposit their Aggrieved Employees Payment.

7 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60)
8 calendar days after the Administrator mails the Class Notice (plus an additional ten
9 (10) calendar days for Class Members whose Class Notice is re-mailed) to challenge
10 the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class
11 Member in the Class Notice. The Class Member may challenge the allocation by
12 communicating with the Administrator via fax, email or mail. The Administrator must
13 encourage the challenging Class Member to submit supporting documentation. In the
14 absence of any contrary documentation, the Administrator is entitled to presume that
15 the Workweeks contained in the Class Notice are correct so long as they are consistent
16 with the Class Data. The Administrator's determination of each Class Member's
17 allocation of Workweeks and/or Pay Periods shall be final and not appealable or
18 otherwise susceptible to challenge. The Administrator shall promptly provide copies
19 of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel
20 and Class Counsel and the Administrator's determination the challenges. The Parties
21 agree that any dispute regarding Class Workweeks or PAGA Pay Periods may be
22 brought before the Court before final approval of the Class Settlement.

23 7.7. Objections to Settlement.

24 7.7.1. Only Participating Class Members may object to the class action components
25 of the Settlement and/or this Agreement, including contesting the fairness of
26 the Settlement, and/or amounts requested for the Class Counsel Fees Payment,
27 Class Counsel Litigation Expenses Payment and/or Class Representative
28 Service Payment.

1 7.7.2. Participating Class Members may send written objections to the Administrator,
2 by fax, email, or mail. In the alternative, Participating Class Members may
3 appear in Court (or hire an attorney to appear in Court) to present verbal
4 objections at the Final Approval Hearing. A Participating Class Member who
5 elects to send a written objection to the Administrator must do so not later than
6 sixty (60) calendar days after the Administrator's mailing of the Class Notice
7 (plus an additional ten (10) calendar days for Class Members whose Class
8 Notice was re-mailed). Non-Participating Class Members have no right to
9 object to any of the class action components of the Settlement.

10 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
11 be performed or observed by the Administrator contained in this Agreement or
12 otherwise, including the following:

13 7.8.1. Notice. The Administrator will mail the Notice as directed by the Court;

14 7.8.2. Consultation with Parties. The Administrator will consult with counsel for the
15 Parties concerning any relevant issue, including (without limitation) the
16 estimated amounts of approximate Individual Class Payments, Individual
17 PAGA Payments, and the acceptance of any late or deficient disputes;

18 7.8.3. Calculating Payments. The Administrator will calculate the Individual Class
19 Payments, Individual PAGA Payments, and the PAGA Payment to the LWDA;

20 7.8.4. Website, Email Address and Toll-Free Number. The Administrator will
21 establish and maintain and use an internet website to post information of interest
22 to Class Members including the date, time and location for the Final Approval
23 Hearing and copies of the Settlement Agreement, Motion for Preliminary
24 Approval, the Preliminary Approval, the Class Notice, the Motion for Final
25 Approval, the Motion for Class Counsel Fees Payment, Class Counsel
26 Litigation Expenses Payment and Class Representative Service Payment, the
27 Final Approval and the Judgment. The Administrator will also maintain and
28

1 monitor an email address and a toll-free telephone number to receive Class
2 Member calls, faxes and emails.

3 7.8.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
4 promptly review on a rolling basis Requests for Exclusion to ascertain their
5 validity. Not later than five (5) calendar days after the expiration of the deadline
6 for submitting Requests for Exclusion, the Administrator shall email a list to
7 Class Counsel and Defense Counsel containing (a) the names and the last four
8 digits of the social security numbers of Class Members who have timely
9 submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
10 the last four digits of the social security numbers of Class Members who have
11 submitted invalid Requests for Exclusion; (c) copies of all Requests for
12 Exclusion from Settlement submitted (whether valid or invalid).

13 7.8.6. Weekly Reports. The Administrator must, on a weekly basis, provide written
14 reports to Class Counsel and Defense Counsel that, among other things, tally
15 the number of: Class Notices mailed or re-mailed, Class Notices returned
16 undelivered, Requests for Exclusion (whether valid or invalid) received,
17 objections received, challenges to Workweeks and/or Pay Periods received
18 and/or resolved, and checks mailed for Individual Class Payments and
19 Individual PAGA Payments (“Weekly Report”). The Weekly Reports must
20 include provide the Administrator’s assessment of the validity of Requests for
21 Exclusion and attach copies of all Requests for Exclusion and objections
22 received.

23 7.8.7. Workweek and/or Pay Period Challenges. The Administrator has the authority
24 to address and make final decisions consistent with the terms of this Agreement
25 on all Class Member challenges over the calculation of Workweeks and/or Pay
26 Periods. The Administrator’s decision shall be final and not appealable or
27 otherwise susceptible to challenge.
28

1 7.8.8. Administrator's Declaration. Not later than fourteen (14) calendar days before
2 the date by which Plaintiff is required to file the Motion for Final Approval of
3 the Settlement, the Administrator will provide to Class Counsel and Defense
4 Counsel, a signed declaration suitable for filing in Court attesting to its due
5 diligence and compliance with all of its obligations under this Agreement,
6 including, but not limited to, its mailing of Class Notice, the Class Notices
7 returned as undelivered, the re-mailing of Class Notices, attempts to locate
8 Class Members, the total number of Requests for Exclusion from Settlement it
9 received (both valid or invalid), the number of written objections and attach the
10 Exclusion List. The Administrator will supplement its declaration as needed or
11 requested by the Parties and/or the Court. Class Counsel is responsible for
12 filing the Administrator's declaration(s) in Court.

13 7.8.9. Wire Instructions. The Administrator will notify Counsel for Defendant of the
14 wiring instructions to fund the Settlement Amount as approved by the Court.

15 7.8.10. Checks. The Administrator will prepare the checks containing the Individual
16 Class Payments and include a legend on each settlement check stating "By
17 cashing this check, and to the extent required by law, I am opting into the
18 settlement in *Lynda Browning v. Pasadena Hospital Association Ltd., et al.*,
19 Los Angeles Superior Court, Case No. 20STCV48262, under FLSA, 29 U.S.C.
20 § 216(b), and releasing the Released Claims described in the Settlement
21 Agreement."

22 7.8.11. Distribution of Payments. The Administrator will distribute and pay the Class
23 Representative Service Payment, Individual Class Payments, Individual PAGA
24 Payments, the PAGA Payment to the LWDA, and fees and costs awarded to
25 Class.

26 7.8.12. Taxes. The Administrator will issue tax forms and address employer and
27 employee-side payroll taxes.
28

7.8.13. Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.8.14. Other Tasks. The Administrator will address such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** The Settlement reached at mediation was based on the Parties' estimated projection that the Class Members worked 38,000 workweeks during the Class Period. Should the Parties discover that the Settlement Class Members worked in excess of 42,750 workweeks during the Class Period (i.e., 12.5% in excess of the 38,000 projected workweek count), Defendant will choose between the options of (1) cutting off the release period when 42,750 workweeks are exhausted, or (2) returning to the mediator, Steve Mehta, to negotiate the resolution of the additional workweeks.

9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to rescind, void, and withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the

1 Administrator sends the final Exclusion List to Defense Counsel; late elections will have no
2 effect. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant
3 shall provide written notice of such rescission to Class Counsel. Such rescission shall have the
4 same effect as a termination of the Settlement Agreement for failure to satisfy a condition of
5 settlement, and the Settlement Agreement shall become null and void and have no further force
6 or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through
7 any means.

8 **10. MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the
9 calendared Final Approval Hearing, Plaintiff will file in Court, a Motion for Final Approval of
10 the Settlement that includes a request for approval of the PAGA settlement under Labor Code
11 section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
12 (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents
13 to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final
14 Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person
15 or by telephone, and in good faith, to resolve any disagreements concerning the Motion for
16 Final Approval.

17 10.1. Response to Objections. Each Party retains the right to respond to any objection raised
18 by a Participating Class Member, including the right to file responsive documents in
19 Court no later than five (5) court days prior to the Final Approval Hearing, or as
20 otherwise ordered or accepted by the Court.

21 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
22 Approval on any material change to the Settlement (including, but not limited to, the
23 scope of release to be granted by Class Members), the Parties will expeditiously work
24 together in good faith to address the Court’s concerns by revising the Agreement as
25 necessary to obtain Final Approval. The Court’s decision to award less than the
26 amounts requested for the Class Representative Service Payment, Class Counsel Fees
27 Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses
28

1 Payment shall not constitute a material modification to the Agreement within the
2 meaning of this paragraph.

3 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
4 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely
5 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
6 settlement administration matters, and (iii) addressing such post-Judgment matters as
7 are permitted by law.

8 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement the Parties, their respective counsel, and all Participating
10 Class Members who did not object to the Settlement as provided in this Agreement,
11 waive all rights to appeal from the Judgment, including all rights to post-judgment and
12 appellate proceedings, the right to file motions to vacate judgment, motions for new
13 trial, extraordinary writs, and appeals. The waiver of appeal does not include any
14 waiver of the right to oppose such motions, writs or appeals. If an objector appeals the
15 Judgment, the Parties' obligations to perform under this Agreement will be suspended
16 until such time as the appeal is finally resolved and the Judgment becomes final, except
17 as to matters that do not affect the amount of the Net Settlement Amount. Nothing in
18 this provision restricts Plaintiff's and Class Counsel's right to appeal the Court's
19 decision regarding the awarding of the Class Representative Service Payment, Class
20 Counsel Fee Payment, and Class Counsel Litigation Expenses Payment. However, as
21 this may affect the Net Settlement Amount, there is no obligation to perform under the
22 Agreement until such appeals are resolved.

23 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
24 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires
25 a material modification of this Agreement (including, but not limited to, the scope of
26 release to be granted by Class Members), this Agreement shall be null and void. The
27 Parties shall nevertheless expeditiously work together in good faith to address the
28 appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing,

on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability, culpability, negligence or wrongdoing regarding any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Each of the Parties hereto has entered into this Agreement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

1 12.2. Non-Disclosure of Settlement. The Class Representative and Class Counsel will not
2 make any public disclosure of the Settlement until after the filing of the motion for
3 preliminary approval of the Settlement. The Class Representative and each Class
4 Counsel represent that they have not made any such disclosure. The Class
5 Representative and Class Counsel shall not encourage any Class Members to opt-out.
6 Class Counsel will take all steps necessary to ensure that the Class Representative is
7 aware of, and will encourage her to adhere to, the restriction against any public
8 disclosure of the Settlement until after the Settlement is preliminarily approved by the
9 Court. Thereafter, Class Counsel and the Class Representative agree not to publicize
10 the terms of this Settlement with the media, including but not limited to, any newspaper,
11 journal, magazine, website and/or online reporter of settlements, or publicize the fact
12 or the terms of this Settlement on any website. Plaintiff, Class Counsel, Defendant and
13 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation
14 or other communication, before the filing of the Motion for Preliminary Approval, any
15 with third party regarding this Agreement or the matters giving rise to this Agreement
16 except to respond only that “the matter was resolved,” or words to that effect. This
17 paragraph does not restrict Class Counsel’s communications with Class Members in
18 accordance with Class Counsel’s ethical obligations owed to Class Members.

19 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
20 employees will not solicit any Class Member to opt out of or object to the Settlement,
21 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict
22 Class Counsel’s ability to communicate with Class Members in accordance with Class
23 Counsel’s ethical obligations owed to Class Members.

24 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
25 together with its attached exhibits shall constitute the entire agreement between the
26 Parties relating to the Settlement, superseding any and all oral representations,
27 warranties, covenants, or inducements made to or by any Party.
28

- 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. Unless otherwise specifically provided herein, all notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the tenth business day after mailing by a traceable form of United States mail (e.g., certified mail), or the day sent by email or messenger, addressed as follows:

To Plaintiff,
the Settlement
Class and
Class
Counsel: Michael Crosner
Zachary M. Crosner
Blake Jones
Nikki Trenner
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel: (310) 496-5818
Fax: (310) 510-6429
Email: nikki@crosnerlegal.com

To Defendant
and
Defendant's
Counsel: Elizabeth Staggs-Wilson
LITTLER MENDELSON, P.C.
633 West 5th Street, 63rd Floor
Los Angeles, CA 90071
Telephone: 213.443.4300
E-mail: Estaggs-wilson@littler.com

If a notice, demand, or other communication is sent via United States mail, the sending Party will additionally provide email notification to the receiving Party that the notice, demand, or communication is forthcoming via United States mail.

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section

583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Agreement between Plaintiff and Defendant as of the date(s) set forth below:

Dated: 01 / 18 / 2023, 2023

Lynda Browning

Lynda Browning
Plaintiff and Class Representative

Dated: January 27, 2023

Dr. Tim Albert

Dr. Tim Albert for
Defendant The Huntington Medical
Foundation d/b/a Huntington Health
Physicians

**APPROVED AS TO FORM AND
CONTENT:**

Dated: 01/18/2023

Zachary Crosner

Zachary Crosner
Nikki Trenner
Counsel For Plaintiff and the Putative Class

Dated: _____, 2023

Elizabeth Staggs Wilson
Counsel for Defendant The Huntington
Medical Foundation d/b/a Huntington Health
Physicians

583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Agreement between Plaintiff and Defendant as of the date(s) set forth below:

Dated: _____, 2022

Dated: _____, 2022

Lynda Browning
Plaintiff and Class Representative

_____ for
Defendant The Huntington Medical
Foundation d/b/a Huntington Health
Physicians

**APPROVED AS TO FORM AND
CONTENT:**

Dated: _____, 2022

Dated: January 3 _____, 2023

Blake Jones
Nikki Trenner
Counsel For Plaintiff and the Putative Class


Elizabeth Staggs Wilson
Counsel for Defendant The Huntington
Medical Foundation d/b/a Huntington Health
Physicians

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT “A”

1 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND**
2 **HEARING DATE FOR FINAL COURT APPROVAL**

3
4 ***Lynda Browning v. Pasadena Hospital Association Ltd., et al., Superior Court of the State of***
5 ***California, County of Los Angeles, Case No. 20STCV48262***

6
7 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
8 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***
9

10 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against The Huntington Medical Foundation dba Huntington Health Physicians_ (“HHP”) for alleged wage and hour violations. The Action was filed by a former HHP employee Lynda Browning (“Plaintiff”) and seeks payment of (1) back wages, penalties, and interest for a class of all current and former non-exempt, hourly paid employees of HHP employed in California (“Class Members”) during the Class Period (December 18, 2016 to July 31, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt, hourly paid employees who worked for HHP in California during the PAGA Period (December 18, 2019 to July 31, 2022) (“Aggrieved Employees”).

19 The proposed Settlement has two main parts: (1) a Class Settlement requiring HHP to fund Individual Class Payments, and (2) a PAGA Settlement requiring HHP to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

22 Based on HHP’s records, and the Parties’ current assumptions, your **Individual Class Payment is estimated to be \$** [REDACTED] **(less withholding) and your Individual PAGA Payment is estimated to be \$** [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to HHP’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

1 The above estimates are based on HHP records showing that **you worked** [REDACTED] **workweeks**
2 during the Class Period and **you worked** [REDACTED] **pay periods** during the PAGA Period. If you believe
3 that you worked more workweeks or pay periods during either period, you can submit a challenge by
4 the deadline date. See Section 4 of this Notice.

5 The Court has already preliminarily approved the proposed Settlement and approved this
6 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected
7 whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read
8 and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve
9 the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys
10 ("Class Counsel"). The Court will also decide whether to enter a judgment that requires HHP to make
11 payments under the Settlement and requires Class Members and Aggrieved Employees to give up their
12 rights to assert certain claims against HHP.

13 If you worked for HHP during the Class Period and/or the PAGA Period, you have two basic
14 options under the Settlement:

15 (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and
16 be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a
17 Participating Class Member, though, you will give up your right to assert Class Period
18 wage claims and PAGA Period penalty claims against HHP.

19 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement
20 (opt-out) by submitting the written Request for Exclusion or otherwise notifying the
21 Administrator in writing. If you opt-out of the Settlement, you will not receive an
22 Individual Class Payment. You will, however, preserve your right to personally pursue
23 Class Period wage claims against HHP, and, if you are an Aggrieved Employee, remain
24 eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the
25 proposed Settlement.

26 **HHP will not retaliate against you for any actions you take with respect to the proposed**
27 **Settlement.**
28

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against HHP that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. HHP must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to HHP's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former HHP employee. The Action accuses HHP of violating California labor laws by (1) failing to pay and/or accurately calculate minimum, regular, overtime, and double time wages (Violations of Labor Code §§ 226.2, 510, 1194, 1194.2, 1197, 1197.1, 1198); (2) failing to provide meal periods or pay premiums in lieu thereof (Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order); (3) failing to provide rest periods or pay premiums in lieu thereof (Violation of Labor Code § 226.7 and the applicable Wage Order); (4) failing to furnish and/or keep timely and accurate wage statements and employment records (Violation of Labor Code §§ 226, 1174, 1174.5,); (5) failing to timely pay wages during and upon termination of employment (Violation of Labor Code §§ 201-204); (6) failing to reimburse and indemnify expenses (Violation of Labor Code § 2802); (7) violating California's Unfair Competition Law (Violation of Business & Professions Code §§ 17200

1 *et seq.*). Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the
2 California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiff is
3 represented by attorneys in the Action: Michael Crosner, Zachary Crosner, Jamie Serb, and Nikki
4 Trenner of Crosner Legal, P.C. (“Class Counsel.”)

5 HHP strongly denies violating any laws or failing to pay any wages and contends it complied
6 with all applicable laws.

7 **2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

8 So far, the Court has made no determination whether HHP or Plaintiff is correct on the merits.

9 In the meantime, Plaintiff and HHP hired an experienced, neutral mediator ___ in an effort to
10 resolve the Action by negotiating an to end the case by agreement (settle the case) rather than
11 continuing the expensive and time-consuming process of litigation. The negotiations were successful.
12 By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court
13 to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and HHP have negotiated
14 a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed
15 Settlement is a compromise of disputed claims. By agreeing to settle, HHP does not admit any
16 violations or concede the merit of any claims.

17 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they
18 believe that: (1) HHP has agreed to pay a fair, reasonable and adequate amount considering the
19 strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in
20 the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved
21 the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a
22 hearing to determine Final Approval.

23 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

- 24 1. HHP Will Pay \$335,000 as the Gross Settlement Amount (Gross Settlement). HHP has agreed
25 to deposit the Gross Settlement into an account controlled by the Administrator of the
26 Settlement. The Administrator will use the Gross Settlement to pay the Individual Class
27 Payments, Individual PAGA Payments, Class Representative Service Payment, Class
28 Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid

1 to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court
2 grants Final Approval, HHP will fund the Gross Settlement not more than 14 days after the
3 Judgment entered by the Court become final. The Judgment will be final on the date the Court
4 enters Judgment, or a later date if Participating Class Members object to the proposed
5 Settlement or the Judgment is appealed.

6 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff
7 and/or Class Counsel will ask the Court to approve the following deductions from the Gross
8 Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

9 A. Up to \$111,666 (33.33% of the Gross Settlement] to Class Counsel for attorneys’ fees
10 and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked
11 and incurred expenses on the Action without payment.

12 B. Up to \$10,000 as a Class Representative Award for filing the Action, working with
13 Class Counsel and representing the Class. A Class Representative Award will be the
14 only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and
15 any Individual PAGA Payment.

16 C. Up to \$11,000 to the Administrator for services administering the Settlement.

17 D. Up to \$35,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and
18 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA
19 Period Pay Periods.

20 Participating Class Members have the right to object to any of these deductions. The Court
21 will consider all objections.

22 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts
23 approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the
24 “Net Settlement”) by making Individual Class Payments to Participating Class Members based
25 on their Class Period Workweeks.

26 4. Taxes Owed on Payments to Class Members. Plaintiff and HHP are asking the Court to
27 approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage
28 Portion”), 40% to penalties, and 40% to interest. (“Non-Wage Portion.”). The Wage Portion is

subject to withholdings and will be reported on IRS W-2 Forms. HHP will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and HHP have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's full name, present address, email address or telephone number, last four digits of his/her social security number or Employee Identification number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against HHP.

1 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
2 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
3 Individual PAGA Payments and are required to give up their right to assert PAGA claims
4 against HHP based on the PAGA Period facts alleged in the Action.

5 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the
6 Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is
7 also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and HHP
8 have agreed that, in either case, the Settlement will be void: HHP will not pay any money and
9 Class Members will not release any claims against HHP.

10 8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the
11 “Administrator”) to send this Notice, calculate and make payments, and process Class
12 Members’ Requests for Exclusion. The Administrator will also decide Class Member
13 Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform
14 other tasks necessary to administer the Settlement. The Administrator’s contact information
15 is contained in Section 9 of this Notice.

16 9. Participating Class Members’ Release. After the Judgment is final and HHP has fully funded
17 the Gross Settlement , Participating Class Members will be legally barred from asserting any
18 of the claims released under the Settlement. This means that unless you opted out by validly
19 excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of
20 any other lawsuit against HHP or related entities for wages based on the Class Period facts and
21 PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this
22 Settlement.

23 The Participating Class Members will be bound by the following release:

24 All Participating Class Members, on behalf of themselves and their
25 respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, release Released Parties from
27 all claims that were pleaded in the Operative Complaint, and reasonably
28 could have been alleged, based on the Class Period facts, allegations,
and/or claims stated in the Operative Complaint including,

(a) The Claims set forth in the Operative Complaint, specifically, (1)
failure to pay and/or accurately calculate minimum, regular,

1 overtime, and double time wages (Violations of Labor Code §§
2 226.2, 510, 1194, 1194.2, 1197, 1197.1, 1198); (2) failure to provide
3 meal periods or pay premiums in lieu thereof (Violation of Labor
4 Code §§ 512, 226.7, and the applicable Wage Order); (3) failure to
5 provide rest periods or pay premiums in lieu thereof (Violation of
6 Labor Code § 226.7 and the applicable Wage Order); (4) failure to
7 furnish and/or keep timely and accurate wage statements and
8 employment records (Violation of Labor Code §§ 226, 1174,
9 1174.5); (5) failure to timely pay wages during and upon termination
10 of employment (Violation of Labor Code §§ 201-204); (6) failure to
11 reimburse and indemnify expenses (Violation of Labor Code §
12 2802); and (7) violation of California's Unfair Competition Law
13 (Violation of Business & Professions Code §§ 17200 et seq.).

14 (b) Any claims predicated on the same or similar facts and/or claims
15 alleged in the Operative Complaint, as well as any claims that
16 reasonably could have been pled which arise from the facts alleged
17 in the Operative Complaint concerning the Plaintiff or the putative
18 class, including any state or federal claims for unpaid wages
19 (including minimum, regular, vacation and overtime wages),
20 unlawful rounding of employee time punches, untimely wage
21 payments both during and at the end of employment, non-compliant
22 meal periods, non-compliant rest periods, non-compliant wage
23 statements, failure to reimburse and indemnify business expenses,
24 failure to correctly calculate the regular rate of pay, and claims for
25 interest, penalties (including but not limited to waiting time
26 penalties), or premiums in connection therewith, as well as any
27 claims under the California Labor Code and California Industrial
28 Welfare Commission Wage Orders that were alleged or which
reasonably could have been alleged under the facts, allegations
and/or claims pleaded in the Class Lawsuit;

(c) Any claims for injunctive relief, declaratory relief, restitution, fraudulent
business practices or punitive damages alleged or which reasonably could
have been alleged under the facts, allegations and/or claims pleaded in the
Operative Complaint; and

(d) Any and all other claims under federal law that were or could have
been alleged under the facts, allegations and/or claims pleaded in the
Operative Complaint.

In addition, to the extent required by law, the cashing of the settlement check by the
Settlement Class Member shall be deemed to be an opt-in for purposes of releasing Released
Parties from any claims predicated under the Fair Labor Standards Act ("FLSA") that could
have been alleged under the facts, allegations and/or claims pleaded in the Operative
Complaint. The Settlement Administrator shall include a legend on the settlement check
stating, "By cashing this check, and to the extent required by law, I am opting into the
settlement in Lynda Browning v. Pasadena Hospital Association Ltd., et al., Los Angeles

1 Superior Court, Case No. 20STCV48262, under FLSA, 29 U.S.C. § 216(b), and releasing the
2 Released Claims described in the Settlement Agreement.” The claims set forth in
3 subparagraphs (a)-(c) hereinabove shall be collectively referred to as the “Class Released
4 Claims.”

5 10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and HHP has paid
6 the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims
7 against HHP, whether or not they exclude themselves from the Settlement. This means that
8 all Aggrieved Employees, including those who are Participating Class Members and those who
9 opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA
10 claim against HHP or its related entities based on the PAGA Period facts alleged in the Action
11 and resolved by this Settlement.

12 The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members
13 are as follows:

14 All Participating and Non-Participating Class Members who are Aggrieved
15 Employees are deemed to have fully, finally, and forever released, on behalf of
16 themselves and their respective former and present representatives, agents,
17 attorneys, heirs, administrators, successors, and assigns, the Released Parties,
18 from all claims for PAGA penalties that were alleged, or reasonably could have
19 been alleged, based on the PAGA Period facts stated in the Operative Complaint
20 and the PAGA Notice including, e.g., any and all claims involving (1) failure
21 to pay and/or accurately calculate minimum, regular, overtime, and double time
22 wages (Violations of Labor Code §§ 226.2, 510, 1194, 1194.2, 1197, 1197.1,
23 1198); (2) failure to provide meal periods or pay premiums in lieu thereof
(Violation of Labor Code §§ 512, 226.7, and the applicable Wage Order); (3)
24 failure to provide rest periods or pay premiums in lieu thereof (Violation of
25 Labor Code § 226.7 and the applicable Wage Order); (4) failure to furnish
26 and/or keep timely and accurate wage statements and employment records
27 (Violation of Labor Code §§ 226, 1174, 1174.5); (5) failure to timely pay wages
28 during and upon termination of employment (Violation of Labor Code §§ 201-
204); and (6) failure to reimburse and indemnify expenses (Violation of Labor
Code § 2802).

24 The Released Parties are Defendant and any of its past, present, and future direct or indirect
25 parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, or
26 future officers, directors, employees, partners, members, shareholders, and agents, attorneys, insurers,
27 and reinsurers, as well as Pasadena Hospital Association Ltd. dba Huntington Health or Huntington
28 Hospital.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$8,750 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in HHP's records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept HHP's calculation of Workweeks and/or Pay Periods based on HHP's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and HHP's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Lynda Browning v. Pasadena Hospital Association Ltd.*, Case No. 20STCV48262, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and HHP are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] (url) or the Court's website <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=familylaw>.

1 A Participating Class Member who disagrees with any aspect of the Agreement or the Motion
2 for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that
3 the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for**
4 **sending written objections to the Administrator is** [REDACTED]. Be sure to tell the
5 Administrator what you object to, why you object, and any facts that support your objection. Make
6 sure you identify the Action as *Lynda Browning v. Pasadena Hospital Association Ltd.*, Case No.
7 20STCV48262 and include your name, current address, telephone number, and approximate dates
8 of employment for HHP and sign the objection. Section 9 of this Notice has the Administrator's
9 contact information.

10 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object
11 at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be
12 ready to tell the Court what you object to, why you object, and any facts that support your
13 objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final
14 Approval Hearing.

15 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

16 You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at
17 [REDACTED] (time) in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los
18 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the
19 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the
20 Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel
21 before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via
22 LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current
23 information.

24 It's possible the Court will reschedule the Final Approval Hearing. You should check the
25 Administrator's website [REDACTED] beforehand or contact Class
26 Counsel to verify the date and time of the Final Approval Hearing.
27
28

1 **9. HOW CAN I GET MORE INFORMATION?**

2 The Agreement sets forth everything HHP and Plaintiff have promised to do under the
3 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement
4 documents is to go to ILYM Group, Inc.'s website at (url) . You can also telephone or
5 send an email to Class Counsel or the Administrator using the contact information listed below, or
6 consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>)
7 and entering the Case Number for the Action, Case No. 20STCV48262. You can also make an
8 appointment to personally review court documents in the Clerk's Office at the Stanley Mosk
9 Courthouse by calling (213) 830-0800.

10 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
11 **ABOUT THE SETTLEMENT.**

12 Class Counsel:

13 Michael Crosner
14 mike@crosnerlegal.com
15 Zachary M. Crosner
16 zach@crosnerlegal.com
17 Blake Jones
18 blake@crosnerlegal.com
19 Nikki Trenner
20 nikki@crosnerlegal.com
21 CROSNER LEGAL, PC
22 9440 Santa Monica Blvd., Suite 301
23 Beverly Hills, CA 90210
24 Tel: (310) 496-5818
25 Fax: (310) 510-6429

26 Settlement Administrator:

27 Name of Company: _____
28 Email Address: _____
29 Mailing Address: _____
30 Telephone: _____
31 Fax Number: _____

32 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

33 If you lose or misplace your settlement check before cashing it, the Administrator will replace
34 it as long as you request a replacement before the void date on the face of the original check. If your
35 check is already void you should consult the Unclaimed Property Fund
36 for instructions on how to retrieve the funds
37
38

1 **11. WHAT IF I CHANGE MY ADDRESS?**

2 To receive your check, you should immediately notify the Administrator if you move or
3 otherwise change your mailing address.

4 _____

5
6 4877-4357-1774.1 / 104022-1003