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TORRANCE MEMORIAL MEDICAL
16 CENTER

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF LOS ANGELES

19 EVELYN SUMO, an individual, appearing
20 individually and on behalf of all others
21 similarly situated,

22 Plaintiff,
23 v.

24 TORRANCE MEMORIAL MEDICAL
CENTER and DOES 1 through 30, inclusive

25 Defendants.
26
27
28

Case No. BC530954
Assigned to: Hon. Amy D. Hogue
Dept. 7

STIPULATION AND SETTLEMENT
OF CLASS AND REPRESENTATIVE
ACTION

1 Subject to final approval by the Court, which counsel and the Parties agree to
2 diligently pursue and recommend in good faith, Plaintiff Evelyn Sumo ("Plaintiff"), individually
3 and on behalf of all others similarly situated and alleged aggrieved employees, on the one hand,
4 and Defendant Torrance Memorial Medical Center ("Defendant"), on the other hand (collectively,
5 the "Parties" and individually, a "Party"), hereby agree to the following binding settlement of the
6 class, and representative action designated Evelyn Sumo v. Torrance Memorial Medical Center,
7 Los Angeles County Superior Court Case No. BC530954 (the "Action"), pursuant to the terms and
8 conditions set forth below (the "Settlement," "Settlement Agreement" or "Agreement"). Upon the
9 Effective Date, and the payment by Defendant of all monies due under the Agreement, the Parties
10 shall file a Proposed Final Judgment with the Motion for Final Approval.

11 I. Definitions.

12 The following definitions are applicable to this Settlement Agreement. Definitions
13 contained elsewhere in this Settlement Agreement will also be effective:

14 A. "Action."

15 The case entitled Evelyn Sumo v. Torrance Memorial Medical Center, Los Angeles
16 County Superior Court Case No. BC530954.

17 B. "Attorneys' Fees and Costs."

18 The attorneys' fees agreed upon by the Parties and approved by the Court for Class
19 Counsel's litigation and resolution of the Action, and all costs incurred and to be incurred by Class
20 Counsel in the Action, including, but not limited to, costs associated with documenting the
21 Settlement, providing any notices required as part of the Settlement or Court's Order, securing the
22 Court's approval of the Settlement, administering the Settlement, and any expert expenses. Class
23 Counsel will request attorneys' fees not to exceed 33.333% of the Class Settlement Amount of
24 \$1,000,000.00, which is estimated to be \$333,333.33. The costs requested to be reimbursed will
25 not exceed \$50,000.00. The attorneys' fees and costs awarded are subject to the Court's approval.
26 Defendant has agreed not to oppose Class Counsel's request for attorneys' fees and reimbursement
27 of costs and expenses as set forth above. Such Attorneys' Fees and Costs shall be paid from the
28 Class Settlement Amount. Class Counsel will be issued an IRS Form 1099 for the Attorneys' Fees

1 and Costs detailed in this Section and shall be solely and legally responsible for paying all
2 applicable taxes on the payment made pursuant to this Section.

3 C. "Claims Administrator."

4 CPT Group shall be the third-party class action settlement claims administrator as
5 agreed to by the Parties and approved by the Court for the purposes of administering this
6 Settlement. The Parties each represent that they do not have any financial interest in the Claims
7 Administrator or otherwise have a relationship with the Claims Administrator that could create a
8 conflict of interest.

9 D. "Claims Administration Costs."

10 The costs payable from the Class Settlement Amount to the Claims Administrator
11 for administering this Settlement, including, but not limited to, printing, distributing, and tracking
12 documents for this Settlement, calculating estimated amounts per Class Member, tax reporting,
13 distributing the Class Settlement Amount, and providing necessary reports and declarations, and
14 other duties and responsibilities set forth herein to process this Settlement Agreement, and as
15 requested by the Parties. The Claims Administrator shall also establish a website so that Class
16 Members may access relevant pleadings and/or documents and be provided notice of the Final
17 Judgment. The Claims Administration Costs will be paid from the Class Settlement Amount,
18 including, if necessary, any such costs in excess of the amount represented by the Claims
19 Administrator as being the maximum costs necessary to administer the Settlement, which are
20 anticipated to be no greater than \$23,000.00. To the extent actual Claims Administration Costs
21 are greater than \$23,000.00, such excess amount will be deducted from the Class Settlement
22 Amount, subject to the Court's approval. The Claims Administration Costs will be paid no sooner
23 than fifteen (15) calendar days following the Effective Date.

24 E. "Class Counsel."

25 Neal J. Fialkow and James S. Cahill of Law Offices of Neal J. Fialkow, Inc. and
26 Sahag Majarian II of Law Office of Sahag Majarian, II shall be appointed Class Counsel upon
27 approval by the Court.

1 F. "Class List."

2 A complete list of all Class Members (as that term is defined below) that Defendant
3 will diligently and in good faith compile from their records and provide to the Claims
4 Administrator within fourteen (14) calendar days after the Preliminary Approval of this
5 Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and
6 will include each Class Member's full name, most recent mailing address, telephone number,
7 Social Security number, dates of employment (*i.e.*, hire date and termination date, if applicable),
8 approximate number of AWS pay periods and non-AWS pay periods worked during the Class
9 Period (as that term is defined below), and any other relevant information needed to calculate
10 settlement payments.

11 G. "Class Member(s)" or "Settlement Class."

12 All current and former non-exempt employees employed by Defendant Torrance
13 Memorial Medical Center in the State of California during the Class Period.

14 H. "Class Period."

15 The period of December 18, 2009 through the date of preliminary approval or
16 September 15, 2020, whichever is earlier.

17 I. "Class Representative Enhancement Payment."

18 The amount to be paid to Plaintiff in recognition of her effort and work in
19 prosecuting the Action on behalf of Class Members and for her general release of claims. Subject
20 to the Court granting Final Approval of this Settlement Agreement, Plaintiff will request Court
21 approval of a Class Representative Enhancement Payment of \$10,000.00 for Plaintiff. Plaintiff
22 will be issued an IRS Form 1099 in connection with her Class Representative Enhancement
23 Payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes
24 on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties
25 or interest arising as a result of the payment. The Class Representative Enhancement Payment
26 will be paid from the Class Settlement Amount and will be in addition to Plaintiff's Individual
27 Settlement Payments (as that term is defined below) paid pursuant to the Settlement. Defendant
28 has agreed not to oppose Plaintiff's request for a Class Representative Enhancement Payment as

1 set forth above. Defendant makes no representations as to the tax treatment or legal effect of the
2 payment called for herein, and Plaintiff are not relying on any statement or representation by
3 Defendant or its counsel in this regard.

4 **J. "Class Settlement Amount."**

5 The sum of \$1,000,000.00 to be paid by Defendant in full satisfaction of all claims
6 alleged in and arising from the Action unless increased by virtue of the Escalator Clause should
7 the class size increase (See ¶21). The Class Settlement Amount includes all Individual Settlement
8 Payments to Class Members, the Class Representative Enhancement Payment to Plaintiff, Claims
9 Administration Costs to the Claims Administrator, the Labor and Workforce Development
10 Agency Payment, and the Attorneys' Fees and Costs. Defendant will be responsible for any
11 employer payroll taxes required by law, separate and in addition to the Class Settlement Amount.

12 **K. "Effective Date."**

13 The date on which the Final Award becomes final. For purposes of this Section,
14 the Final Award "becomes final" only after the Court grants the Motion for Final Approval and
15 upon the latter of: (i) if no objections, the date of Final Approval; (ii) if objections, the expiration
16 date of the time for the filing or noticing of any appeal from, or other challenge to, the Order
17 Granting Final Approval; (iii) if an appeal is filed, the date of affirmance of an appeal of the Order
18 Granting Final Approval becomes final under the California Rules of Court; or (iv) the date of
19 final dismissal of any appeal from the Order Granting Final Approval or the final dismissal of any
20 proceeding on review of any court of appeal decision relating to the Order Granting Final
21 Approval.

22 **L. "Final Approval" or "Final Award."**

23 The Court entering an Order Granting Final Approval of the Settlement Agreement.

24 **M. "Individual Settlement Payment."**

25 Each Class Member's share of the Net Settlement Amount, which shall be
26 distributed to the Class Members, less employee portions of state and federal withholding taxes,
27 including the employee FICA, FUTA and SDI contributions and any other applicable payroll
28

1 deductions required by law as a result of the payment of the amount allocated to such Class
2 Member as set forth herein.

3 N. "LWDA Notice."

4 The Parties agree that Plaintiff will submit Notice to the Labor and Workforce
5 Development Agency ("LWDA") of this Settlement along with a copy of this Settlement
6 Agreement within ten (10) calendar days of its execution by all Parties and Class Counsel, and
7 will thereafter submit a copy of any judgment or any other order (e.g., the Final Award) providing
8 for an award of civil penalties in conformity with Labor Code Section 2699(l).

9 O. "LWDA Payment."

10 The amount that the Parties have agreed to pay to the LWDA in connection with
11 the PAGA. The Parties have agreed that \$75,000.00 of the Class Settlement Amount will be
12 allocated to the resolution of any Class Members' claims arising under the PAGA ("PAGA
13 Settlement Amount"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or
14 Fifty Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$56,250.00) will be payable
15 to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five
16 percent (25%), or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00)
17 of the PAGA Settlement Amount will be included in the Net Settlement Amount.

18 P. "Net Settlement Amount."

19 The portion of the Class Settlement Amount remaining after deduction of the
20 approved Class Representative Enhancement Payment, Claims Administration Costs, LWDA
21 Payment, and the Attorneys' Fees and Costs.

22 Q. "Notice of Class Action Settlement."

23 The document substantially in the form attached as Exhibit A that will be mailed to
24 Class Members' last known addresses and which will provide Class Members with information
25 regarding the Action and information regarding the Settlement of the Action. The Parties agree
26 that an English-only notice is sufficient.

1 **R. "Notice of Objection."**

2 A Class Member's valid and timely written objection to the Settlement Agreement.
3 For the Notice of Objection to be valid, it must include the objector's full name, signature,
4 address, telephone number and a written statement of all grounds for the objection accompanied
5 by legal support, if any, for such objection. The Notice of Objection must be returned by mail or
6 fax to the Claims Administrator at the specified address or facsimile number and postmarked or
7 faxed on or before the Response Deadline. The date of the postmark or fax receipt confirmation
8 will be the exclusive means to determine whether a Notice of Objection has been timely
9 submitted.

10 Class Members who fail to make objections in the manner specified above shall be
11 deemed to have waived any objections and shall be foreclosed from making any objection
12 (whether by appeal or otherwise) to the Settlement Agreement. Neither the Parties nor their
13 counsel will solicit or otherwise encourage Class Members to submit written objections to the
14 Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent
15 any Class Members with respect to any such objections to this Settlement. The Claims
16 Administrator shall provide counsel for the Parties with complete copies of all objections received,
17 including the date of postmark or fax receipt confirmation for each objection, within five (5)
18 business days of receipt. Class Counsel will provide copies of any objections and supporting
19 documents to the Court at least sixteen (16) court days before the Final Approval Hearing.

20 **S. "Notice Packet."**

21 This is the packet of documents, substantially in the form of Exhibits A and B,
22 which together will be mailed to all Class Members and which include the Notice of Class Action
23 Settlement and Information Sheet.

24 **T. "Plaintiff."**

25 Plaintiff Evelyn Sumo.

26 **U. "Plaintiff's Released Claims."**

27 Upon the Effective Date, and as a condition of receiving any portion of her Class
28 Representative Enhancement Payment, Plaintiff shall fully and finally release the Released Parties

1 from any and all claims, known and unknown, under federal, state and/or local law, statute,
2 ordinance, regulation, common law, or other source of law, including but not limited to claims
3 arising from or related to her employment with Defendant and their compensation while
4 employees of Defendant. Plaintiff's Released Claims include, but are not limited to, all claims
5 arising from or related to the Action. Plaintiff's Released Claims include any and all claims,
6 known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common
7 law, or other source of law, including but not limited to claims arising from or related to her
8 employment with Defendant and her compensation while an employee of Defendant. Plaintiff's
9 Released Claims include, but are not limited to, all claims arising from or related to the Action.
10 Plaintiff's Released Claims include all claims for unpaid wages, including, but not limited to,
11 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
12 compensation, and interest; the calculation of the regular rate of pay; wages related to alleged
13 illegal time rounding; missed meal period and rest-period wages; meal period waivers,
14 reimbursement for all necessary business expenses; payment for all hours worked, including off-
15 the-clock work; wage statements; deductions; failure to keep accurate records; unfair business
16 practices; penalties, including, but not limited to, recordkeeping penalties, wage statement
17 penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs.
18 Plaintiff's Released Claims include all claims arising under the California Labor Code (including,
19 but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216,
20 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256,
21 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
22 1197.2, 1198, 2698, *et seq.*, 2699, *et seq.*, and 2802); all claims arising under: the Wage Orders of
23 the California Industrial Welfare Commission; the California Private Attorneys General Act of
24 2004 ("PAGA"); California Business and Professions Code section 17200, *et seq.*; the California
25 Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR
26 § 11060; California Code of Civil Procedure § 1021.5; the California common law of contract; the
27 FLSA, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income
28 Security Act, 29 U.S.C. § 1001, *et seq.* ("ERISA"). Plaintiff's Released Claims also include all

1 claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and
2 attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment,
3 retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C.
4 section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the
5 Age Discrimination in Employment Act, and the California Fair Employment and Housing Act;
6 and the law of contract and tort. This release excludes the release of claims not permitted by law.

7 Plaintiff's Released Claims include all claims, whether known or unknown. Even if
8 Plaintiff discovers facts in addition to or different from those that she now knows or believes to be
9 true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
10 released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions,
11 rights and benefits of section 1542 of the California Civil Code, which reads:

12 A general release does not extend to claims that the creditor or
13 releasing party does not know or suspect to exist in his or her favor
14 at the time of executing the release and that, if known by him or her,
 would have materially affected his or her settlement with the debtor
 or released party.

15 V. "Preliminary Approval."

16 The Court's order granting preliminary approval of the Settlement Agreement.

17 W. "Qualified Settlement Account."

18 The fund established by the Claims Administrator pursuant to Internal Revenue
19 Code Section 1.468B-1.

20 X. "Released Claims."

21 As of the date of the Order Granting Final Approval, all Class Members who do not
22 timely submit a valid Request for Exclusion (as that term is defined below) shall fully and finally
23 release the Released Parties of the Released Claims with the understanding that the PAGA
24 component of the Settlement cannot be excluded from the Released Claims. If this is an issue for
25 any Class Member, then beyond requesting exclusion, they will also be allowed to object to the
26 PAGA portion of this Settlement (See ¶18). The Released Claims include all claims arising from
27 or related to the facts and claims alleged in the Action, or that could have been raised in the Action
28 based on the facts and claims alleged, as amended. The Class Released Claims include all claims

1 for unpaid wages, including, failure to pay minimum wages, straight time compensation, overtime
2 compensation, doubletime compensation, and interest; the calculation of the regular rate of pay;
3 wages related to alleged illegal time rounding; missed meal period and rest-period wages; meal
4 period waivers; payment for all hours worked, including off-the clock work; improper wage
5 statement; failure to keep accurate records; claims based on the validity of alternative workweek
6 schedules, unfair business practices; penalties, including recordkeeping penalties, wage statement
7 penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all
8 claims related to the Released Claims arising under: the Wage Orders of the California Industrial
9 Welfare Commission; the California Private Attorneys General Act of 2004 ("PAGA"); and
10 California Business and Professions Code section 17200, *et seq.* This release excludes the release
11 of claims not permitted by law.

12 Y. "Released Parties."

13 Defendant and each of its past, present and future agents, employees, servants,
14 officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys,
15 parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships,
16 divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers,
17 affiliates, alter egos, and affiliated organizations, and all of its respective past, present and future
18 employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries,
19 and assigns.

20 Z. "Request for Exclusion."

21 A notice submitted by a Class Member requesting to be excluded from the
22 Settlement. For the Request for Exclusion to be valid, it must include the Class Member's full
23 name, signature, address, telephone number and a written statement requesting to be excluded
24 from this Settlement. The Request for Exclusion must be returned by mail or fax to the Claims
25 Administrator at the specified address or facsimile number and postmarked or faxed on or before
26 the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive
27 means to determine whether a Request for Exclusion has been timely submitted. A Class Member
28 who does not submit a timely and valid Request for Exclusion from the Settlement will be deemed

1 a Class Member and will be bound by all terms of the Settlement Agreement if the Settlement is
2 granted Final Approval by the Court.

3 **AA. "Response Deadline."**

4 The deadline by which Class Members must mail or fax to the Claims
5 Administrator valid Requests for Exclusion, Notices of Objection to the Settlement, or pay period
6 disputes. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
7 the Notice Packet by the Claims Administrator, unless the 45th day falls on a Sunday or Federal
8 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
9 Postal Service is open. The Response Deadline for Requests for Exclusion, Notices of Objection,
10 or pay period disputes will be extended fifteen (15) calendar days for any Class Member who is
11 re-mailed a Notice Packet by the Claims Administrator, unless the 15th day falls on a Sunday or
12 Federal holiday, in which case the Response Deadline will be extended to the next day on which
13 the U.S. Postal Service is open. The Response Deadline may also be extended by express
14 agreement between Class Counsel and Defendant. Under no circumstances, however, will the
15 Claims Administrator have the authority to unilaterally extend the deadline for Class Members to
16 submit a Request for Exclusion, Notice of Objection to the Settlement, or pay period disputes.

17 **BB. "Satisfaction of Judgment."**

18 Upon the Effective Date and payment by Defendant of all monies due under the
19 Settlement Agreement and entry of the Order Granting Final Approval, the Parties shall file a
20 Satisfaction of Judgment with the Court.

21 **CC. "Settlement Payment Check."**

22 The payment to Class Members.

23 **II. Funding of the Class Settlement Amount.**

24 I. No later than forty-five (45) calendar days from the Effective Date of the Settlement,
25 Defendant will deposit the Class Settlement Amount into a Qualified Settlement Account to be established
26 by the Claims Administrator. Within fourteen (14) calendar days of the full funding of the Settlement, the
27 Claims Administrator will issue payments to: (a) Class Members; (b) the Labor and Workforce
28 Development Agency (LWDA); (c) Plaintiff; and (d) Class Counsel. The Claims Administrator will also

1 issue a payment to itself for Court-approved services performed in connection with the Settlement.

2 Defendant has no obligation to deposit such funds prior to the deadlines set forth herein.

3 **III. Attorneys' Fees and Costs.**

4 2. Defendant agrees not to oppose or impede any application by Class Counsel for attorneys'
5 fees of not more than 33.333% (one-third) of the Class Settlement Amount, which is estimated to be
6 \$333,333.33, or the reimbursement of costs and expenses associated with Class Counsel's litigation and
7 settlement of the Action not to exceed \$50,000.00. No counsel shall be entitled to attorneys' fees or costs
8 for work performed in the Action other than as provided in this Settlement Agreement. The instant
9 Settlement Agreement is the exclusive means for recovery of attorneys' fees and costs incurred in the
10 Action by any attorney, law firm and/or other legal services provider.

11 **IV. Class Representative Enhancement Payment.**

12 3. In exchange for a general release and in recognition of her effort and work in prosecuting
13 the Action on behalf of Class Members, Defendant agrees not to oppose or impede any application or
14 motion for Class Representative Enhancement Payment in the amount of up to \$10,000.00 for Plaintiff.
15 The Class Representative Enhancement Payment will be paid from the Class Settlement Amount and will
16 be in addition to Plaintiff's Individual Settlement Payments paid pursuant to the Settlement. Plaintiff will
17 be solely and legally responsible to pay any and all applicable taxes on the payment made pursuant to this
18 Section and will indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or
19 interest arising as a result of the payment.

20 **V. Claims Administration Costs.**

21 4. The Claims Administrator will be paid for the reasonable costs of administration of the
22 Settlement and distribution of payments from the Class Settlement Amount, which are currently estimated
23 to be \$23,000.

24 5. The Parties hereby acknowledge that the Claims Administration Costs may increase above
25 the current estimate of \$23,000 and that any such additional Claims Administration Costs that are approved
26 by the Parties' counsel and the Court shall be taken out of the Class Settlement Amount.

27

28

1 **VI. Labor and Workforce Development Agency Payment.**

2 6. Subject to Court approval, the Parties agree that \$75,000.00 of the Class Settlement
3 Amount will be designated for satisfaction of Plaintiff's and Class Members' PAGA claims (the "PAGA
4 Settlement Amount"). Per Labor Code § 2699(i), seventy-five percent (75%) of the PAGA Settlement
5 Amount, or \$56,250.00, will be paid to the LWDA and twenty-five percent (25%) or \$18,750.00 of the
6 PAGA Settlement Amount will be paid to Class Members.

7 **VII. Net Settlement Amount.**

8 7. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to
9 Class Members from the Settlement Class in accordance with the terms of this Settlement.

10 **VIII. Individual Settlement Payment Calculations.**

11 8. Individual Settlement Payments will be calculated and apportioned from the Net
12 Settlement Amount based on the number of pay periods a Class Member worked during the Class Period
13 and whether or not work was performed during the pay period pursuant to an AWS or non-AWS schedule.
14 The specific calculations of Individual Settlement Payments will be made as follows:

15 8(a) The Claims Administrator will calculate the total number of pay periods (both
16 AWS and Non-AWS) worked by each Class Member ("Individual Pay
17 Periods") and the total number of pay periods worked by all Class Members
18 ("Class Pay Periods") during the Class Period. For purposes of this
19 calculation, pay periods worked pursuant to an Alternative Workweek
20 Schedule will be weighted at 1.75 times the actual pay periods worked
21 pursuant to a Non-Alternative Workweek Schedule.

22 8(b) To determine each Class Member's Individual Settlement Payment, the
23 Claims Administrator will use the following formula: Individual Settlement
24 Payment = (Individual weighted Pay Periods ÷ Class weighted Pay Periods) ×
25 Net Settlement Amount.

26 9. The Individual Settlement Payment will be reduced by any required deductions for each
27 Class Member as set forth herein, including employee-side tax withholdings or deductions.
28

1 10. The Individual Settlement Payments made to Class Members under this Settlement, and
2 any other payments made pursuant to this Settlement, will not be utilized to calculate any additional
3 benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to,
4 profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO
5 plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
6 affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit
7 plans.

8 **IX. Claims Administration Process.**

9 11. The Parties agree to cooperate in the administration of the Settlement and to make all
10 reasonable efforts to control and minimize the costs and expenses incurred in administration of the
11 Settlement. The Claims Administrator will provide the following services:

- 12 a. Establish and maintain a Qualified Settlement Account.
- 13 b. Calculate the Individual Settlement Payment each Class Member is eligible to
14 receive.
- 15 c. Print and mail the Notice Packet.
- 16 d. Establish and maintain a toll-free information telephone support line to assist Class
17 Members who have questions regarding the Notice Packet and post documents
18 and information on its website.
- 19 e. Conduct additional address searches for mailed Notice Packets that are returned as
20 undeliverable.
- 21 f. Process Requests for Exclusion, calculate Class Members' Individual Settlement
22 Payments, field inquiries from Class Members, and administer any Requests for
23 Exclusion. This service will include settlement proceed calculation, printing and
24 issuance of Settlement Payment Checks, and preparation of IRS W-2 and 1099
25 Tax Forms. Basic accounting for and payment of employee tax withholdings and
26 forwarding all payroll taxes and penalties to the appropriate government authorities
27 will also be included as part of this service.

1 g. Issuing to Plaintiff, Class Members, and Plaintiff's Counsel any W-2, 1099, or
2 other tax forms as may be required by law for all amounts paid pursuant to this
3 Settlement.

4 h. Provide declarations and/or other information to the Court as requested by the
5 Parties and/or the Court.

6 i. Provide weekly status reports to counsel for the Parties.

7 12. Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the
8 Class List to the Claims Administrator.

9 13. Within fourteen (14) calendar days after receiving the Class List from Defendant, the
10 Claims Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail,
11 using the last known mailing addresses identified in the Class List.

12 14. Prior to mailing, the Claims Administrator will perform a search based on the National
13 Change of Address Database for information to update and correct any known or identifiable address
14 changes. Any Notice Packets returned to the Claims Administrator as non-deliverable on or before the
15 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
16 affixed thereto and the Claims Administrator will indicate the date of such re-mailing on the Notice Packet.
17 If no forwarding address is provided, the Claims Administrator will promptly attempt to determine the
18 correct address using a skip-trace, or other search using the name, address and/or Social Security number of
19 the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive
20 a re-mailed Notice Packet, whether by skip-trace or by request, will have an additional fifteen (15) calendar
21 days to postmark or fax a Request for Exclusion, pay period dispute or Notice of Objection to the
22 Settlement and will be advised of the same..

23 15. All Class Members will be mailed a Notice Packet containing the forms attached as
24 Exhibit A as approved by the Court.

25 16. Class Members will have an opportunity to dispute the information provided in their
26 Notice Packets. To the extent Class Members dispute the information used from Defendant's records to
27 calculate their Individual Settlement Payment or the amount of their Individual Settlement Payment, Class
28 Members may produce evidence to the Claims Administrator showing that such information is inaccurate.

1 Absent evidence rebutting Defendant's records, Defendant's records will be presumed determinative.
2 However, if a Class Member produces evidence to the contrary, the Claims Administrator will evaluate the
3 evidence submitted by the Class Member and will make the final decision as to the Individual Settlement
4 Payment to which the Class Member may be entitled. The pay period dispute must be returned by mail or
5 fax to the Claims Administrator at the specified address or facsimile number and postmarked or faxed on or
6 before the Response Deadline. The date of the postmark or fax receipt confirmation will be the exclusive
7 means to determine whether a pay period dispute has been timely submitted. All such disputes are to be
8 resolved not later than fourteen (14) calendar days after the Response Deadline.

9 17. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
10 Settlement Agreement must sign and postmark or fax a written Request for Exclusion to the Claims
11 Administrator within the Response Deadline. The date of the postmark on the return mailing envelope or
12 the fax receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has
13 been timely submitted. All Requests for Exclusion will be submitted to the Claims Administrator, who will
14 certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely
15 submitted. Any Class Member who does not timely seek exclusion will be bound by the terms of this
16 Settlement Agreement. (See also X. Released Claims)

17 18. Objections. Class Members who do not submit a Request for Exclusion may object to this
18 Settlement with the understanding that as to the PAGA component of this Settlement a class member may
19 seek exclusion and also object only to the PAGA component of the Settlement, as explained in the Notice
20 Packet by filing a written objection with the Claims Administrator (who shall serve all objections as
21 received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court)
22 within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to
23 objections no later than the deadline to file the Motion for Final Approval, unless an untimely objection is
24 filed within ten (10) days of the Motion for Final Approval, in which case Class Counsel and Defendant's
25 counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting
26 Class Member's full name and current address, as well as contact information for any attorney representing
27 the objecting Class Member for purposes of the objection; (2) include all objections and the factual and
28

1 legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or
2 other evidence; and (4) be postmarked no later than the Response Deadline.

3 19. Defective Submissions. If a Class Member's dispute regarding the Individual Settlement
4 Payment, Objection and/or Request for Exclusion is defective as to the requirements listed herein, that
5 Class Member will be given an opportunity to cure the defect(s). The Claims Administrator will mail the
6 Class Member a cure letter within three (3) business days of receiving the defective submission to advise
7 the Class Member that his or her submission is defective and that the defect must be cured to render the
8 Objection or Request for Exclusion valid. A copy of each cure letter will be provided to class counsel and
9 defense counsel concurrently with the mailing to the Class Member. The Class Member will have until the
10 later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
11 whichever date is later, to postmark or fax a revised Objection or Request for Exclusion.

12 X. NULLIFICATION OF THE SETTLEMENT AGREEMENT.

13 20. Defendant's Option to Nullify the Settlement Agreement. If five percent (5%) or more of
14 the Class Members opt out of the Settlement, Defendant, in its sole discretion, shall have the option of
15 nullifying the Settlement Agreement. In such a case, the Parties and any funds to be awarded under this
16 Settlement Agreement shall be returned to their respective statuses as of the date and time immediately
17 prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement
18 Agreement had not been executed, except that any fees and costs already incurred by the Claims
19 Administrator shall be paid by Defendant due to its sole election to nullify the Agreement.

20 21. Escalator Clause: Defendant represents that there are 302,647 pay periods for non-exempt
21 employees of Defendant from December 18, 2012 through May 2, 2020. In verifying that data, to the
22 extent Defendant confirms this number is greater than 110% of those pay periods (i.e. 332,912 pay periods
23 or more) then the Gross Settlement Amount shall increase proportionally by the increase in pay periods in
24 excess of 110% (e.g., if the actual number of pay periods were 15% greater than the estimated pay periods,
25 the Class Settlement Amount will increase by 5%). The Parties expressly agree and acknowledge that
26 there will be an increase in pay periods worked between May 2, 2020 and the date of Preliminary Approval
27 or September 15, 2020, whichever occurs first. Such increase will not trigger the escalator clause.

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1 22. Nullification of the Settlement Agreement. In the event: (i) the Court does not enter the
2 Preliminary Approval Order and approve the Released Claims specified herein; (ii) the Court does not
3 finally approve the Settlement as provided herein; (iii) Defendant exercises its option to nullify the
4 Settlement Agreement based on an excessive number of opt-outs, as described in the above Section; or
5 (iv) the Settlement does not become final for any other reason (e.g., an objection by the LWDA), this
6 Settlement Agreement shall be null and void. Any order or judgment entered by the Court in furtherance of
7 this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals
8 contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or
9 their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement
10 shall be returned to their respective statuses as of the date and time immediately prior to the execution of
11 this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had
12 not been executed, except that any fees and costs already incurred by the Claims Administrator shall be
13 paid equally by both Parties; provided, however, that if the Agreement is nullified because Defendant
14 exercises its sole option to do so based on an excessive number of opt-outs, Defendant shall be solely
15 responsible for any fees and costs already incurred by the Claims Administrator.

16 23. Settlement Terms Bind All Class Members Who Do Not Opt Out. Any Class Member
17 who does not affirmatively opt out of the Settlement Agreement by submitting a timely and valid Request
18 for Exclusion will be bound by all its terms, including those pertaining to the Released Claims, however, a
19 Class Member cannot exclude himself from the PAGA component.

20 **XI. Certification Reports Regarding Individual Settlement Payment Calculations.**

21 24. The Claims Administrator will provide Defendant's counsel and Class Counsel a weekly
22 report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion;
23 (b) any objections submitted to the Settlement along with a copy of any such objection; and (c) whether any
24 Class Member has submitted a challenge to any information contained in his/her Notice Packet.
25 Additionally, the Claims Administrator will provide to counsel for both Parties any updated reports
26 regarding the administration of the Settlement Agreement as needed or requested.

27 25. Uncashed Settlement Checks. Any checks issued by the Claims Administrator to Class
28 Members will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180)

1 calendar days from the date of mailing, the checks shall become null and void, and any monies remaining
2 in the distribution account shall be distributed to the Controller of the State of California to be held pursuant
3 to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Settlement
4 Class members who did not cash their checks until such time that they claim their property. The Settling
5 Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code §
6 384, as the entire Settlement Payment will be paid out to Settlement Class members, whether or not they all
7 cash their Settlement Checks. Therefore, Defendant will not be required to pay any interest on said
8 amount.

9 26. Certification of Completion. Upon completion of administration of the Settlement, the
10 Claims Administrator will provide a written declaration under oath to certify such completion to the Court
11 and counsel for all Parties.

12 **XII. Tax Treatment of Individual Settlement Payments.**

13 All Individual Settlement Payments will be allocated as follows: one-fourth (1/4) of each
14 Individual Settlement Payment will be allocated as wages and three-fourths (3/4) will be allocated
15 as non-wages, including penalties and interest. The portion allocated to wages will be reported on
16 an IRS Form W-2 and the portions allocated to non-wages will be reported on an IRS Form-1099
17 by the Claims Administrator. The Gross Individual Settlement Payments will be reduced by any
18 required legal deductions for each Class Member. All standard employee payroll deductions will
19 be made for state and federal withholding taxes, including any other applicable payroll deductions
20 owed by the Class Members as a result of the Wage Component, resulting in a net wage
21 component. The Claims Administrator will issue a check and W-2 Form to each Class Member
22 for the wage component. No withholding shall be made on the penalty portions of the Gross
23 Individual Settlement Payment. The Claims Administrator will issue a second check and IRS
24 Form-1099 for the remaining penalty component. The Claims Administrator shall be responsible
25 for issuing the payments and calculating and withholding all required state and federal taxes. The
26 Claims Administrator shall determine the eligibility for, and the amounts of, any Individual
27 Settlement Payments under the terms of this Settlement Agreement. Any disputes not resolved by
28 the Claims Administrator concerning the administration of the Settlement will be resolved by the

1 Court, under the laws of the State of California. Prior to any such involvement of the Court,
2 counsel for the Parties will confer in good faith to resolve the dispute without the necessity of
3 involving the Court.

4 **XIII. Administration of Taxes by the Claims Administrator.**

5 27. **Tax Liability.** Defendant makes no representation as to the tax treatment or legal effect of
6 the payments called for hereunder, and Plaintiff and Class Members are not relying on any statement,
7 representation, or calculation by Defendant or by the Claims Administrator in this regard. Plaintiff and
8 Class Members understand and agree they will be solely responsible for the payment of their share of any
9 taxes and penalties assessed on the payments described herein.

10 28. **Circular 230 Disclaimer.** EACH PARTY TO THIS SETTLEMENT AGREEMENT
11 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
12 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
13 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
14 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
15 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
16 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
17 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
18 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10,
19 AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON
20 HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
21 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
22 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
23 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
24 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
25 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
26 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
27 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
28 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX

1 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
2 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
3 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
4 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

5 **XIV. Release by Class Members and Plaintiff.**

6 29. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
7 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
8 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right
9 herein released and discharged.

10 30. It is the desire of Plaintiff, Class Members (except those who exclude themselves from the
11 Settlement), and Defendant to fully, finally, and forever settle, compromise, and discharge the Released
12 Claims. Upon the Final Approval by the Court of this Settlement Agreement, and except as to such rights
13 or claims as may be created by this Settlement Agreement, the Class Members shall fully release and
14 discharge the Released Parties from any and all Released Claims for the entire Class Period. This release
15 shall be binding on all Class Members who have not timely submitted a valid and complete Request for
16 Exclusion, including each of their respective attorneys, agents, spouses, executors, representatives,
17 guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who
18 shall have no further or other liability or obligation to any Class Member with respect to the Released
19 Claims, except as expressly provided herein. In addition to the Released Claims made by Class Members,
20 Plaintiff for herself only, upon the Effective Date fully and finally releases and forever settles and
21 compromises and discharge the Released Parties of Plaintiff's Released Claims, including waiver of all
22 rights and benefits of Section 1542 of the California Civil Code.

23 **XV. Preliminary Approval Hearing.**

24 31. Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the
25 Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification of
26 the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement
27 Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing.

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1 32. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
2 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiff will submit
3 this Settlement Agreement and will include the proposed Notice Packet.

4 33. Class Counsel will be responsible for drafting all documents necessary to obtain
5 Preliminary Approval, subject to review and comment by Defendant's counsel. Any failure by the Court to
6 fully and completely approve the Settlement Agreement which has the effect of preventing the full and
7 complete approval of the Settlement Agreement as written and agreed to by the Parties will result in this
8 Settlement Agreement, and all obligations under this Settlement Agreement, being nullified and voided.

9 **XVI. Final Settlement Approval Hearing and Entry of Judgment.**

10 34. Upon expiration of the Response Deadline, and with the Court's permission, a Final
11 Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement
12 Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) the
13 LWDA Payment; (c) the Attorneys' Fees and Costs; (d) the Class Representative Enhancement Payment;
14 and (e) all Claims Administration Costs.

15 35. As the Court's schedule allows, the Final Approval/Settlement Fairness Hearing will be
16 held no later than forty-five (45) calendar days after the Response Deadline.

17 36. Class Counsel will be responsible for drafting all documents necessary to obtain Final
18 Approval, subject to review and comment by Defendant's counsel. Class Counsel will also be responsible
19 for drafting the Attorneys' Fees and Costs application to be heard at the Final Approval/Settlement Fairness
20 Hearing. Any failure by the Court to fully and completely approve the Settlement Agreement will result in
21 this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement,
22 being nullified and voided. Upon such failure, any order or judgment entered by the Court in furtherance
23 of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals
24 contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their
25 counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be
26 returned to their respective statuses as of the date and time immediately prior to the execution of this
27 Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not
28 been executed, except that any fees and costs already incurred by the Claims Administrator shall be paid

equally by both Parties. However, if the Agreement is nullified because Defendant exercises its sole option to nullify the Agreement based on an excessive number of opt-outs, Defendant shall be solely responsible for any fees and costs already incurred by the Claims Administrator.

XVII. Judgment and Continued Jurisdiction.

37. The notice of Final Judgment shall be given to the class via a posting on the Claims Administrator website. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

XVIII. Other Provisions.

38. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

39. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

40. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

41. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any

1 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
2 may seek the assistance of Jeffrey Kravis (mediator) to resolve such disagreement.

3 42. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and
4 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 43. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will
6 be governed by and interpreted according to the laws of the State of California.

7 44. Execution and Counterparts. This Settlement Agreement is subject only to the execution
8 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
9 executed counterparts and each of them, including facsimile and scanned copies of the signature page, will
10 be deemed to be one and the same instrument.

11 45. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
12 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
13 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all
14 relevant factors, present and potential. The Parties further acknowledge that they are each represented by
15 competent counsel and that they have had an opportunity to consult with their counsel regarding the
16 fairness and reasonableness of this Settlement.

17 46. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
18 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
19 with applicable precedents so as to define all provisions of this Settlement Agreement valid and
20 enforceable.

21 47. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
22 certification for purposes of this Settlement only; except, however, that either Party may appeal any Court
23 order that materially alters the Settlement Agreement's terms.

24 48. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
25 class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved,
26 the stipulation to certification will be void. The Parties further agree that certification for purposes of the
27 Settlement is not an admission that class action certification is proper under the standards applied to
28 contested certification motions and that this Settlement Agreement will not be admissible in this or any

1 other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to
2 Plaintiff or any Class Member, other than according to the Settlement's terms.

3 49. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
4 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation.
5 In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, it has
6 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any
7 statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or
8 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
9 conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or
10 provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession
11 by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in
12 a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms
13 and provisions shall not be offered or received as evidence in any action or proceeding to establish any
14 liability or admission on the part of Defendant or to establish the existence of any condition constituting a
15 violation of, or a non-compliance with, federal, state, local or other applicable law. If Final Approval does
16 not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California
17 Evidence Code Section 1152.

18 50. Captions. The captions and section numbers in this Settlement Agreement are inserted for
19 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
20 provisions of this Settlement Agreement.

21 51. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
22 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
23 a further waiver by such party of the same or any other condition, covenant, right or remedy.

24 52. Enforcement Action. If one or more of the Parties institutes any legal action or other
25 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights
26 and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the
27 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
28 connection with any enforcement actions.

1 53. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
3 more strictly against one Party than another merely by virtue of the fact that it may have been prepared by
4 counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between
5 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

6 54. Representation by Counsel. The Parties acknowledge that they have been represented by
7 counsel throughout all negotiations that preceded the execution of this Settlement Agreement and that this
8 Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.
9 Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement
10 Agreement.

11 55. All Terms Subject to Final Court Approval. All amounts and procedures described in this
12 Settlement Agreement herein will be subject to final Court approval.

13 56. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
14 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement
15 Agreement.

16 57. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's counsel shall issue any
17 press release or announcement of any kind related in any way to the settlement. Plaintiff and Plaintiff's
18 counsel agree that, prior to preliminary approval of the settlement, they will keep the terms of this
19 settlement confidential except for purposes of communicating with Plaintiff only. Plaintiff shall be
20 informed that the settlement is confidential and shall be advised to keep the settlement confidential. From
21 and after preliminary approval of the settlement, the Class Members (including Plaintiff and Class Counsel)
22 may: (1) as required by law; (2) as required under the terms of the settlement; or (3) as required under
23 counsel's duties and responsibilities as Class Counsel, comment regarding the specific terms of the
24 settlement. In all other cases, Plaintiff and Class Counsel agree to limit their statements regarding the terms
25 of the settlement, whether oral, written or electronic (including the world wide web), to say the Class
26 Action has been resolved and that Plaintiff and Class Counsel are satisfied with the settlement terms.
27 Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully
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1 discharge their duties as Class Counsel, including but not limited to, communicating with Class Members
2 regarding the settlement.

3 58. Binding Agreement. The Parties warrant that they understand and have full authority to
4 enter into this Settlement, intend that this Settlement Agreement will be fully enforceable and binding on all
5 Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms,
6 notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state
7 law. Plaintiff, and not her respective representative(s), must personally execute this Settlement Agreement.

8 59. Interim Stay of Action. The Parties and their counsel agree that pending the Final Approval
9 Hearing and the final Order thereon, all proceedings in this Action, other than proceedings necessary to
10 carry out the Settlement and enter the Final Order and Judgement are stayed tolling Code Civ. Proc.
11 §583.310 through the "Effective Date".

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13 *The Settlement Agreement consists of 28 pages.*

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15 Dated: Oct 20, 2020

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18 Evelyn Sumo

19 TORRANCE MEMORIAL MEDICAL CENTER

20 Dated: 9/18/20

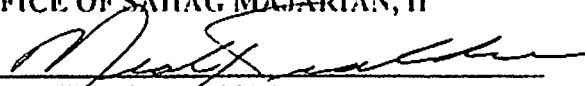
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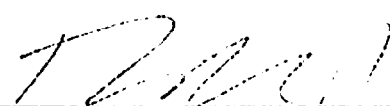
Dated: 10-27-20

LAW OFFICES OF NEAL J. FIALKOW, INC./
OFFICE OF SAHAG MAJARIAN, II


NEAL J. FIALKOW
SAHAG MAJARIAN II
Attorneys for Plaintiff

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

Dated: 9/22/20


RICHARD J. SIMMONS
DEREK R. HAVEL
Attorneys for Defendant
TORRANCE MEMORIAL MEDICAL CENTER

1 APPROVED AS TO FORM

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Dated: 10/27/2020

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Dated: 9/22/20

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LAW OFFICES OF NEAL J. FIALKOW, INC./
OFFICE OF SAHAG MAJARIAN, II

Sahag Majarian

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Richard J. Simmons

RICHARD J. SIMMONS
DEREK R. HAVEL
Attorneys for Defendant
TORRANCE MEMORIAL MEDICAL CENTER

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT
Evelyn Sumo v. Torrance Memorial Medical Center
Superior Court of California for Los Angeles County Case No. BC530954

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY TORRANCE MEMORIAL MEDICAL CENTER AS A NON-EXEMPT EMPLOYEE IN THE STATE OF CALIFORNIA ANY TIME DURING THE PERIOD FROM DECEMBER 18, 2009 THROUGH SEPTEMBER 15, 2020, THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in the class action lawsuit entitled *Evelyn Sumo v. Torrance Memorial Medical Center*, pending before the Superior Court of California for Los Angeles County Case No. BC530954 (the "Action"). The purpose of this Notice of Class Action Settlement ("Notice") is to briefly describe the Action, and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A Final Approval hearing concerning the Settlement will be held before the Honorable Amy D. Hogue on [FILL-IN] in Department 7, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012 to determine whether the Settlement is fair, adequate, and reasonable.

AS A CLASS MEMBER, YOU ARE ELIGIBLE TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT UNDER THE SETTLEMENT AND WILL BE BOUND BY THE RELEASE OF CLAIMS DESCRIBED IN THIS NOTICE AND THE SETTLEMENT AGREEMENT FILED WITH THE COURT, UNLESS YOU TIMELY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you will be considered part of the Class and will receive settlement benefits and be bound by the Settlement as explained more fully below. You will also give up rights to pursue a separate legal action against Defendant, Torrance Memorial Medical Center ("Defendant TMMC"), as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you do not want to participate in this Settlement, you must exclude yourself, in writing, to the Claims Administrator CPT Group from the Settlement. As a result, you will not receive any benefits under the Settlement except your share of the PAGA payout, nor will you release any claims against Defendant TMMC.
OBJECT	To object to the Settlement, you must write to the Claims Administrator CPT Group about why you object to the Settlement. This option is available if you do not exclude yourself from the Settlement with the exception that as to the PAGA component of the Settlement you may seek exclusion from the Settlement and also object only to the PAGA portion of the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the "Class"):

All current and former non-exempt employees employed by Defendant TMMC in the State of California at any time during the period from December 18, 2009 through September 15, 2020 ("Class Period").

According to Defendant TMMC's records, you are a member of the Class ("Class Member").

What is this Action about?

Plaintiff alleges the following claims on behalf of herself and the Class against Defendant, TMMC: (1) failure to pay all wages for hours worked; (2) failure to pay overtime wages; (3) unpaid wages at discharge; (4) failure to provide meal and rest periods and premium pay; (5) inaccurate wage statements; (6) violation of California Unfair Competition Law (Cal. Bus. & Profs. Code §17200 et seq.); and (7) outside of the class claims a violation

of California Private Attorneys General Act of 2004 ("PAGA"). Plaintiff seeks unpaid wages, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees and costs.

Defendant, TMMC denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distraction, and costs associated with litigation. Defendant, TMMC contends that its conduct is and has been lawful at all relevant times and that Plaintiff's claims do not have merit and do not meet the requirements for class certification or for establishing a PAGA claim.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant, TMMC (the "Parties"), through their attorneys, and it is not an admission of liability on the part of Defendant, TMMC. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class and PAGA Members.

The Court has not ruled on the merits of Plaintiff's claims or Defendant, TMMC's defenses.

Who are the attorneys representing the Settlement TMMC Class?

The attorneys representing the Class and PAGA Members in the Action are:

Class Counsel & Plaintiff's Counsel

Neal J. Fialkow
James S. Cahill
LAW OFFICES OF NEAL J. FIALKOW
215 North Marengo Ave., Third Floor
Pasadena, California 91101
Tel: (626) 584-6060

Sahag Majarian II
LAW OFFICE OF SAHAG MAJARIAN II
18250 Ventura Boulevard
Tarzana, California 91356
Tel: (818) 609-0807

What are the Settlement terms?

Subject to final Court approval, Defendant, TMMC, will pay the full amount of \$1,000,000 (the "Gross Settlement Amount") for: (1) Individual Settlement Payments to Participating Class Members; (2) the Court-approved Class Representative Enhancement Award to Plaintiffs; (3) the Court-approved attorneys' fees and costs to Class Counsel; (4) the costs of administering the Settlement; and (5) payment to the California Labor and Workforce Development Agency ("LWDA") for PAGA penalties.

Individual Settlement Payments. After deduction from the Gross Settlement Amount for attorneys' fees and costs, the Class Representative Enhancement Award to Plaintiff, the payment to the LWDA, and the costs of administering the Settlement actually awarded by the Court, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendant, TMMC, through the Claims Administrator, will make Individual Settlement Payments to each Class Member who does not request to be excluded from the Settlement ("Participating Class Members") all covered employees, however, will receive a PAGA payment.

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of pay periods Participating Class Member worked during the Class Period and whether or not the Participating Class Member performed work during the Class Period pursuant to an Alternative Workweek Schedule (AWS) or a non-alternative workweek schedule. The Claims Administrator will calculate the total number of pay periods worked by each Participating Class Member ("Individual Pay Periods") and the number of AWS pay periods worked by all Class Members ("Class Pay Periods") during the Class Period. For purposes of this calculation, pay periods worked pursuant to an Alternative Workweek Schedule will be assigned at 1.75 times the actual pay periods worked pursuant to an Alternative Workweek Schedule and non-alternative work week pay periods will not have any multiplier. To determine each Participating Class Member's Individual Settlement Payment, the Claims Administrator will use the following formula: Individual Payment = (Individual Adjusted Pay Periods ÷ Total Class Adjusted Pay Periods) × Net Settlement Amount. Each employee will then in addition receive an appropriate share of the employee component of the PAGA settlement number.

The Individual Settlement Payments will be reduced by any required legal deductions for each Participating Class Member.

If any Individual Settlement Payment checks remain uncashed after 180 days from issuance, the uncashed check shall be rendered void and the Claims Administrator will pay over the amount represented by the check to the

Controller of the State of California with the identity of the Class Member to whom the funds belong. In such event, the Class Member will remain bound by the terms of the Settlement and all Court orders.

For tax reporting purposes, all payments to Participating Class Members shall be allocated 25% as alleged wages, 75% as alleged non-wages including penalties and interest. The Claims Administrator shall issue to each Participating Class member a check for the wages component and a check for the remaining non-wage component. The wage portion of the Individual Settlement Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Claims Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payments. The Claims Administrator shall issue IRS Form W-2 for the wage portion and IRS Forms 1099 for the non-wage portion of Individual Settlement Payments.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Enhancement Award, Settlement Administration Costs and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees of \$333,333.33 (33.33% of the Gross Settlement Amount) and the reimbursement of reasonable costs incurred in the Action not to exceed \$50,000.00. In addition, Class Counsel will ask the Court to authorize a Class Representative Enhancement Award of \$10,000.00 from the Gross Settlement Amount for Plaintiff, given her efforts in prosecuting the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will be no greater than \$40,000.00 and will be deducted from the Gross Settlement Amount; but if such costs are more, the excess amount will be deducted from the Gross Settlement Amount subject to the Court's approval. As part of the Settlement, through the use of a mediator, the parties have agreed that \$75,000 will be allocated to PAGA civil penalties as settlement of the PAGA claim of which 75% or \$56,250.00 will be paid to the LWDA. This amount will be deducted from the Gross Settlement Amount, and the remaining 25% or \$18,750.00 will be paid to all covered Members on a pro rata basis.

What claims are being released by the proposed Settlement?

Upon the Effective Date (which is the day that the Court's final approval order approving the proposed Settlement is no longer subject to appeal) and except as to such rights or claims created by the Settlement, each Participating Class Member (who does not timely submit a valid Request for Exclusion) shall fully and finally release Defendant, TMMC and the Released Parties of the Released Claims for the Class Period with the understanding that the PAGA component of the Settlement cannot be excluded from the PAGA results by a Class Member. If this is an issue for any Class Member, he or she is allowed also to object to the PAGA portion of the Settlement. The Released Claims include all claims arising from or related to the facts and claims alleged in the Action, or that could have been raised in the Action based on the facts and claims alleged, as amended for the Class Period. The Released Claims include all claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed meal period and rest-period wages; meal period waivers; payment for all hours worked, including off-the clock work; improper wage statement; failure to keep accurate records; claims based on the validity of alternative workweek schedules, unfair business practices; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the Released Claims arising under the Wage Orders of the California Industrial Welfare Commission, the California Private Attorneys General Act of 2004, and the California Unfair Competition Law (Bus. & Profs. Code, §17200 et seq. This Release excludes the release of claims not permitted by law.

This Release is also binding on each Participating Class Member's respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns.

The Released Parties mean Defendant, TMMC, and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter egos, and affiliated organizations, and all of its respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

What are my options in this matter?

You have two (2) options under this Settlement, which are further discussed below. You may: (A) remain in the Class and receive Individual Settlement Payments; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you do not exclude yourself from the Settlement, you will be subject to any Judgment or Orders that the Court enters in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Class and be eligible to receive Individual Settlement Payments under the proposed Settlement, **you do not need to take any action.** By remaining in the Class, you consent to the release of the Released Claims as described above.

Any amount paid to Participating Class Members as their Individual Settlement Payments will not be utilized to calculate any additional benefits under any benefit plan to which Participating Class Members may be eligible (including but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacations plans, sick leave plans, PTO plans, and any other benefit plan).

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object to it. To object, you must submit a timely written brief or statement of objection ("Notice of Objection") to the Claims Administrator at *Evelyn Sumo v Torrance Memorial Class Settlement*, P. O. Box [FILL-IN ADDRESS AND FAX NUMBER]. In order to be timely and valid, you must submit your Notice of Objection via First Class United States Mail in a stamped envelope postmarked or by facsimile to the Claims Administrator on or before [FILL-IN RESPONSE DEADLINE] with the following information: (1) your full name; (2) your current mailing address; (3) your telephone number; (4) your signature; and (5); all objections with the factual and legal bases for your objection; (6) any and all supporting papers, briefs, declarations and written evidence, declaration; and (7) contact information for any attorney representing you for your objection. You may also hire an attorney at your own expense to represent you in your objection. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Objecting to the PAGA Component of the Settlement

Class Members as a matter of law still remain bound by the PAGA portion of the proposed Settlement regardless of whether the Class Member asks to be excluded from the Settlement. **However, Class Members may seek exclusion from the Settlement (as described below) and also object only to the PAGA component of the Settlement.**

If you do not timely submit your Notice of Objection to the Settlement or only to the PAGA component of the Settlement in the manner described above (as evidenced by the postmark or by the facsimile receipt confirmation) you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the proposed Settlement, or only to the PAGA component of the Settlement. Class counsel supports this Settlement and will not represent you with respect to any objection to the proposed Settlement.

OPTION B. If You Do Not Want to Be Bound By the Settlement. If you do not want to be part of the proposed Settlement, you must submit a timely and valid written Request for Exclusion to the Claims Administrator at *Evelyn Sumo v Torrance Memorial Class Settlement*, P. O. Box [FILL-IN ADDRESS AND FAX NUMBER]. In order to be timely and valid, you must submit your Request for Exclusion via First Class United States Mail in a stamped envelope postmarked or by facsimile to the Claims Administrator on or before [FILL-IN RESPONSE DEADLINE] with the following information: (1) your full name; (2) your current mailing address; (3) your telephone number; (4) your signature; and (4) **a written statement declaring you do not want to be part of the Settlement.** If you submit a timely and valid written Request for Exclusion, you will have no further role in the Action, and you will not be entitled to any class benefit as a result of the Action and Settlement, you will, however, receive your share of the PAGA component of the Settlement.

If you do not submit timely your Request for Exclusion in the manner described above (as evidenced by the postmark or by the facsimile receipt confirmation) you shall be deemed to be a Class Member and bound by all terms of the proposed Settlement if granted final approval by the Court.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representative Enhancement Award to Plaintiff, the settlement administration costs, and the payment to the LWDA for PAGA civil penalties on [DATE] at [TIME].m. in Department 7 of the Superior Court of California for Los Angeles County, Spring Street Courthouse located at 312 N. Spring Street, Los Angeles, California 90012. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Settlement Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website [FILL-IN] within [FILL-IN] calendar days after entry of the Final Order and Judgment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Stipulation and Settlement of Class, and Representative Action ("Settlement Agreement") which is available at [FILL-IN WEBSITE]. The Settlement Agreement and all other records relating to the Action are available for inspection and/or copying at the Civil Records Office of the Superior Court of California for Los Angeles County, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. You may contact Class Counsel with any questions, at the addresses and telephone numbers listed above.

[You may also contact the Claims Administrator [NAME] at P.O. Box [FILL-IN ADDRESS AND FACSIMILE NUMBER AND TELEPHONE NUMBER].

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS
SETTLEMENT.**

EXHIBIT B

INFORMATION SHEET

Evelyn Sumo v. Torrance Memorial Medical Center
Superior Court of California for Los Angeles County Case No. BC530954

Calculation of Settlement Payments: Each Participating Class Member's share of the \$1,000,000.00 Gross Settlement Amount shall be based upon his or her Individual Settlement Payment, the total amount received by each Participating Class Member for work as a non-exempt employee of Defendant Torrance Memorial Medical Center ("Defendant TMMC") in the State of California any time during the period from December 18, 2009 through September 15, 2020 ("Class Period").

Defendant shall provide the Claims Administrator with each Class Member's full name, most recent mailing address, telephone number, Social Security number, dates of employment (i.e., hire date and termination date, if applicable), approximate number of alternative workweek schedule pay periods and non-alternative workweek schedule pay periods worked during the Class Period, and any other relevant information needed to calculate settlement payments. Defendant TMMC, through the Claims Administrator, will make Individual Settlement Payments to each Class Member who does not request to be excluded from the Settlement ("Participating Class Members").

Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of pay periods a Participating Class Member worked during the Class Period and whether or not the Participating Class Member performed work during the Class Period pursuant to an alternative workweek schedule or a non-alternative workweek schedule. The Claims Administrator will calculate the total number of pay periods worked by each Participating Class Member ("Individual Pay Periods") and the number of pay periods worked by all Class Members ("Class Pay Periods") during the Class Period. For purposes of this calculation, pay periods worked pursuant to alternative workweek schedule will be assigned at 1.75 times the actual pay periods worked pursuant to an alternative workweek schedule.

To determine each Participating Class Member's Individual Settlement Payment, the Claims Administrator will use the following formula: Individual Payment = (Individual Weighted Pay Periods ÷ Total Weighted Class Pay Periods) × Net Settlement Amount.

Your Individual Gross Wages and Estimated Individual Settlement Payment:

According to Defendant TMMC's records, you worked [FILL-IN] pay periods pursuant to an alternative workweek schedule and [FILL-IN] pay periods pursuant to a non-alternative workweek schedule for your total Individual Pay Periods of [FILL-IN] during the Class Period. Based on this information, **your estimated Individual Settlement Payment is [FILL-IN]** before all required legal deductions. Please note that your actual Individual Settlement Payment may be greater or smaller.

Procedure for Disputing Information:

If you disagree with the number of pay periods you worked pursuant to an alternative workweek schedule and/or non-alternative workweek schedule stated above, you must send a letter to the Claims Administrator stating the reasons why you dispute the number of pay periods you worked and provide any supporting documentation or evidence that you have (e.g., any paystubs). The information you provide should include the number of pay periods you claim you performed work and whether those pay periods were pursuant to an alternative workweek schedule or non-alternative workweek schedule for Defendant TMMC from December 18, 2009 through September 15, 2020.

Any disputes and supporting documentation must be sent to the Claims Administrator at the address listed below by First Class United States Mail in a stamped envelope postmarked or by facsimile no later than [FILL-IN RESPONSE DEADLINE].

Evelyn Sumo v. Torrance Memorial Medical Center

[FILL-IN CLAIMS ADMINISTRATOR NAME, P.O. BOX ADDRESS, TELEPHONE AND
FACSIMILE]

If you dispute the number of pay periods, AWS and/or Non-AWS, you performed work for Defendant TMMC stated above, Defendant TMMC's records will be presumed determinative unless you are able to provide documentation or other evidence to the Claims Administrator that establishes otherwise. The Claims Administrator will evaluate the evidence you submit and will make the final decision as to your Individual Settlement Payment. Such a determination will be final and binding.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.