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7 Attorneys for Plaintiffs CARISSA ARNOLD and
8 SAMANTHA TANORI

9 (Additional counsel's information on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 CARISSA ARNOLD and SAMANTHA
TANORI, individually, and on behalf of all
13 others similarly situated, other aggrieved
employees, and the State of California,

14 Plaintiffs,

15 v.

16 LOMA LINDA UNIVERSITY MEDICAL
17 CENTER, LOMA LINDA UNIVERSITY
HEALTH; LOMA LINDA UNIVERSITY
18 HEALTH CARE; LOMA LINDA
UNIVERSITY BEHAVIORIAL MEDICINE
19 CENTER, INC.; LOMA LINDA UNIVERSITY
MEDICAL CENTER - MURRIETA; LOMA
20 LINDA UNIVERSITY; LOMA LINDA
PHYSICIANS MEDICAL GROUP, INC.;
21 LOMA LINDA UNIVERSITY EYE MEDICAL
GROUP, INC.; LOMA LINDA UNIVERSITY
22 RADIATION MEDICINE; LOMA LINDA
UNIVERSITY UROLOGY MEDICAL
23 GROUP, INC.; LOMA LINDA UNIVERSITY
DENTAL GROUP, INC.; LOMA LINDA
24 UNIVERSITY PATHOLOGY MEDICAL
GROUP, INC.; LOMA LINDA UNIVERSITY
25 SHARED SERVICES; LOMA LINDA
UNIVERSITY FAMILY MEDICAL GROUP,
26 INC.; LOMA LINDA UNIVERSITY
CHILDREN'S HOSPITAL FOUNDATION;
27 LOMA LINDA UNIVERSITY CHILDREN'S
HOSPITAL; LOMA LINDA UNIVERSITY –
28 URGENT CARE, LLC; and DOES 1 through
50, inclusive,

Case No. CIVSB2313303

Assigned for All Purposes to:
Hon. Jessica Morgan, Dept. S-26

**STIPULATION AND SETTLEMENT OF
CLASS AND REPRESENTATIVE
ACTION**

Action Filed: June 7, 2023
Trial Date: None set

Defendants.

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Attorneys for Defendants

LOMA LINDA UNIVERSITY MEDICAL CENTER, LOMA LINDA UNIVERSITY HEALTH;
LOMA LINDA UNIVERSITY HEALTH CARE; LOMA LINDA UNIVERSITY BEHAVIORAL
MEDICINE CENTER, INC., erroneously sued as LOMA LINDA UNIVERSITY BEHAVIORIAL
MEDICINE CENTER, INC ; LOMA LINDA UNIVERSITY MEDICAL CENTER - MURRIETA;
LOMA LINDA UNIVERSITY; LOMA LINDA UNIVERSITY PHYSICIANS MEDICAL GROUP,
INC., erroneously sued as LOMA LINDA PHYSICIANS MEDICAL GROUP, INC; LOMA LINDA
UNIVERSITY EYE MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY RADIATION
MEDICINE; LOMA LINDA UNIVERSITY UROLOGY MEDICAL GROUP, INC.; LOMA LINDA
UNIVERSITY DENTAL GROUP, INC.; LOMA LINDA UNIVERSITY PATHOLOGY MEDICAL
GROUP, INC.; LOMA LINDA UNIVERSITY SHARED SERVICES; LOMA LINDA
UNIVERSITY FAMILY MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY CHILDREN'S
HOSPITAL FOUNDATION; LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL; LOMA
LINDA UNIVERSITY – URGENT CARE, LLC

1 Subject to final approval by the Court, which counsel and the Parties agree to diligently pursue
2 and recommend in good faith, Plaintiffs Carissa Arnold and Samantha Tanori (collectively
3 "Plaintiffs"), individually and on behalf of all other similarly situated persons and aggrieved
4 employees, on the one hand, and Defendant Loma Linda University Children's Hospital
5 ("Defendant"), on the other hand (collectively, the "Parties" and individually, a "Party"), hereby agree
6 to the following binding settlement of the class and representative action designated *Arnold, et al. v.*
7 *Loma Linda University Medical Center, et al.*, (San Bernardino Superior Court, Case No.
8 CIVSB2313303) (the "Action"), pursuant to the terms and conditions set forth below (the
9 "Settlement," "Settlement Agreement" or "Agreement"). Upon the Effective Date, and payment by
10 Defendant of all monies due under the Agreement, the Parties shall file a Satisfaction of Judgment
11 with the Court.

12 **I. DEFINITIONS**

13 **A. "Action"**

14 The case entitled *Arnold, et al. v. Loma Linda University Medical Center, et al.*, (San
15 Bernardino Superior Court, Case No. CIVSB2313303) (the "Action").

16 **B. "Attorneys' Fees and Costs"**

17 The attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's
18 litigation and resolution of the Action, and all costs incurred and to be incurred by Class Counsel in
19 the Action, including, but not limited to, costs associated with documenting the Settlement, providing
20 any notices required as part of the Settlement or Court's Order, securing the Court's approval of the
21 Settlement, administering the Settlement, mediation expenses, any expert expenses, and securing
22 entry of judgment in the Action. Class Counsel will request attorneys' fees not to exceed thirty-five
23 percent (35%) of the Class Settlement Amount which is presently \$2,000,000.00 (i.e., no more than
24 \$700,000 in attorneys' fees, presently), plus litigation costs incurred not to exceed \$35,000
25 ("Attorneys' Fees and Costs"). The amount of Attorneys' Fees and Costs awarded are subject to the
26 Court's approval.

27 Defendant has agreed not to oppose Class Counsel's request for Attorneys' Fees and Costs as
28 set forth above. Such Attorneys' Fees and Costs shall be paid from the Class Settlement Amount.

1 Defendant shall have no liability for any other attorneys' fees or costs. To the extent that the Court
2 approves less than the amount of Attorneys' Fees and Costs that Class Counsel request, the difference
3 between the requested and awarded amounts will be distributed to Class Members on a proportional
4 basis relative to the size of their claims as set forth in Section V below. Class Counsel will be issued
5 an IRS Form 1099 for the Attorneys' Fees and Costs detailed in this Section and shall be solely and
6 legally responsible for paying all applicable taxes on the payment made pursuant to this Section. No
7 counsel shall be entitled to attorneys' fees or costs for work performed in this Action other than as
8 provided in this Settlement Agreement. The instant Settlement Agreement is the exclusive means
9 for recovery of attorneys' fees and costs incurred in this Action by any attorney, law firm and/or
10 other legal services provider.

11 **C. "Class Counsel"**

12 David Alami, Daniel Hyun, and Shawn Etemadi of Torus LLP shall be appointed Class
13 Counsel upon approval by the Court.

14 **D. "Class List"**

15 A complete list of all Class Members that Defendant will diligently and in good faith compile
16 from their records and provide to the Settlement Administrator within fourteen (14) days after
17 Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft
18 Office Excel spreadsheet and will include each Class Member's full name, most recent mailing
19 address, telephone number, Social Security number, dates of employment (i.e., hire date and
20 termination date, if applicable), number of workweeks that a Class Member worked, and any other
21 relevant information needed to calculate settlement payments.

22 **E. "Class Member(s)" or "Settlement Class"**

23 All current and former non-exempt employees of Defendant in the State of California from
24 June 7, 2019 through the date of Preliminary Approval or to an earlier date at Defendant's election
25 in order for Defendant to exercise its option under the Escalator Clause to avoid pro rata increase if
26 workweeks exceed 10% over 472,332 workweeks. It shall be an opt out class. Individuals who
27 submit a timely and valid request for exclusion shall not be Class Members.

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1 **F. "Class Period"**

2 The period from June 7, 2019 through the date of Preliminary Approval or to an earlier date
3 at Defendant's election in order for Defendant to exercise its option under the escalator clause to
4 avoid pro rata increase if workweeks exceed 10% over 472,332 workweeks (519,566 workweeks).

5 **G. "Enhancement Payment"**

6 The amount to be paid to Plaintiffs Carissa Arnold and Samantha Tanori in recognition of
7 their efforts and work in prosecuting the Action on behalf of Class Members and for their general
8 release of claims. Subject to the Court granting Final Approval of this Settlement Agreement,
9 Plaintiffs will request Court approval of Enhancement Payment in an amount not to exceed \$10,000
10 for each of them. Plaintiffs will be issued an IRS Form 1099 in connection with their Enhancement
11 Payment. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes
12 on this payment and shall hold Defendant harmless from any claim or liability for taxes, penalties or
13 interest arising as a result of the payment. The Enhancement Payments will be paid from the Class
14 Settlement Amount and will be in addition to Plaintiff Tanori's Individual Settlement Payment paid
15 pursuant to the Settlement and are conditioned on the execution of a general release of claims as set
16 forth below. Defendant makes no representations as to the tax treatment or legal effect of the
17 payments called for herein, and Plaintiffs are not relying on any statement or representation by
18 Defendant or its counsel in this regard. To the extent that the Court approves less than the amount
19 of Enhancement Payment that Plaintiffs request, the difference between the requested and awarded
20 amounts will be distributed to Class Members on a proportional basis relative to the size of their
21 claims as set forth in Section V below.

22 **H. "Class Settlement Amount"**

23 The sum of no more than a Gross Fund Value of \$2,000,000.00 to be paid by Defendant in
24 full satisfaction of all claims arising from the Action. The settlement will be on a common fund
25 basis, there will be no claim form or claims process and there will be no reversion to Defendant. The
26 Class Settlement Amount includes all Individual Settlement Payments to Class Members, the
27 Enhancement Payment to Plaintiffs, Settlement Administration Costs to the Settlement Administrator,
28 the Labor and Workforce Development Agency ("LWDA") Payment, and the Attorneys' Fees and

Costs. Defendant will be responsible for any employer-side payroll taxes required by law, separate and in addition to the Class Settlement Amount, including the employer FICA, FUTA, and SDI contributions on the wage portion of the Individual Settlement Payments.

I. "Defendant"

Defendant Loma Linda University Children's Hospital

J. "Defendant's Counsel"

Christian J. Rowley, Kerry Friedrichs, and Brian Long of Seyfarth Shaw LLP.

K. "Effective Date"

"Effective Date" means the later of the following: (1) the date the Final Approval Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Approval Order, sixty (60) calendar days after the Final Approval Order is signed; or (3) if an appeal is taken from the Court's overruling of objections to the Settlement, ten (10) calendar days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

L. "Escalator Clause"

Defendant represents that there are approximately 472,332 workweeks during the Class Period through the date of mediation (September 25, 2024). In the event the number of workweeks during the Class Period is more than ten percent (10%) more than the represented number of workweeks (or 519,566), Defendant will have the option to either pay \$4.23 for each additional workweek that exceeds 519,565 workweeks, or to stop the Class Period at the point at which the number of workweeks is no more than 519,565.

M. "Final Approval" or "Final Award"

The court order granting final approval of the Settlement Agreement.

N. "Individual Settlement Payment"

Each Class Member's share of the Net Settlement Amount, which shall be distributed to the Class Members, less employee portions of state and federal withholding taxes, including the employee FICA, FUTA and SDI contributions and any other applicable payroll deductions required by law as a result of the payment of the amount allocated to such Class Member as set forth herein.

1 **O. "LWDA Notice"**

2 The Parties agree that Plaintiffs will submit a Notice to the Labor and Workforce
3 Development Agency ("LWDA") of this Settlement along with a copy of this Settlement Agreement
4 within ten (10) calendar days of its execution by all Parties and Class Counsel, and will thereafter
5 submit a copy of any judgment or any other order (e.g., the Final Award) providing for an award of
6 civil penalties in conformity with Labor Code Section 2699(1).

7 **P. "LWDA Payment"**

8 The amount that the Parties have agreed to pay to the LWDA in connection with settlement
9 of Plaintiffs' PAGA claims. The Parties have agreed that \$250,000 of the Class Settlement Amount
10 will be allocated to the resolution of any Class Members' claims arising under the PAGA ("LWDA
11 Payment"). Pursuant to the PAGA, \$187,500 (75%) of the LWDA Payment will be paid to the LWDA
12 and \$62,500 (25%) of the LWDA Payment will be included in the Net Settlement Amount as the
13 PAGA Allocation. Any change in the requested LWDA Payment is not a material term of this
14 Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of
15 this Agreement shall still remain in effect. However, some approval of an LWDA Payment is a
16 material term of the Settlement and this Agreement. If the Court does not approve any LWDA
17 Payment despite the Parties' good faith efforts to amend this agreement to comply with the Court's
18 requirements, then the entire Agreement will be, at Defendant's sole discretion, void and
19 unenforceable. In such a case, the Parties shall be returned to their respective statuses as of the date
20 and time immediately prior to the execution of this Settlement Agreement, and the Parties shall
21 proceed in all respects as if this Settlement Agreement had not been executed, except that the costs
22 of administration shall be borne by Defendant.

23 **Q. "Net Settlement Amount"**

24 The portion of the Class Settlement Amount remaining after deduction of: (a) all costs of
25 settlement administration performed by a third- party settlement administrator; (b) Class
26 Representative Enhancement Payments; (c) payment to the LWDA for its portion of PAGA penalties;
27 and (d) reasonable costs and Attorneys' Fees.

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1 **R. "Notice of Class Action Settlement"**

2 The document substantially in the form attached as Exhibit 1 that will be mailed to Class
3 Members' last known addresses and which will provide Class Members with information regarding
4 the Action and information regarding the Settlement of the Action.

5 **S. "Notice of Objection"**

6 A Class Member's valid and timely written objection to the Settlement Agreement. For the
7 Notice of Objection to be valid, it must include the objector's full name, signature, address, telephone
8 number and a written statement of all grounds for the objection accompanied by legal support, if
9 any, for such objection. The Notice of Objection must be returned by mail to the Settlement
10 Administrator at the specified address and postmarked on or before the Response Deadline. The
11 date of the postmark will be the exclusive means to determine whether a Notice of Objection has
12 been timely submitted. Plaintiffs agree not to object to the Settlement.

13 Absent good cause found by the Court, Class Members who fail to make objections in the
14 manner specified above shall be deemed to have waived any objections and shall be foreclosed from
15 making any objection (whether by appeal or otherwise) to the Settlement Agreement. Neither the
16 Parties nor their counsel will solicit or otherwise encourage Class Members to submit written
17 objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will
18 not represent any Class Members with respect to any such objections to this Settlement. The
19 Settlement Administrator shall provide counsel for the Parties with complete copies of all objections
20 received, including the date of postmark for each objection, within five (5) business days of receipt.
21 Class Counsel will provide a single packet of copies of any objections and supporting documents to
22 the Court at least sixteen (16) court days before the Final Approval Hearing. A Class Member who
23 excludes himself or herself from the Settlement shall lose standing to object.

24 **T. "Notice Packet"**

25 The Notice of Class Action Settlement and Individual Settlement Payment calculations, to
26 include workweek information.

27 **U. "PAGA Period"**

28 The period from May 8, 2022 through the date of preliminary approval or to the same end

1 date as the Class Period.

2 **V. "Plaintiffs"**

3 Plaintiffs Carissa Arnold and Samantha Tanori

4 **W. "Plaintiffs' Released Claims"**

5 Upon the Effective Date, and as a condition of receiving any portion of their Enhancement
6 Payments, Plaintiffs shall fully and finally release Defendant Loma Linda University Children's
7 Hospital, Loma Linda University Medical Center and their present and former affiliates and
8 all of their officers, directors, employees, agents, servants, registered representatives, attorneys,
9 insurers, successors and assigns, and any other persons acting by through, under or in concert with
10 any of them ("Releasees") from any and all claims, known and unknown, under federal, state and/or
11 local law, statute, ordinance, regulation, common law, or other source of law, including but not
12 limited to claims arising from or related to their employment with Defendant or with any of the other
13 parties named in the Action, including but not limited to Loma Linda University Medical Center.

14 Plaintiffs' Released Claims include all claims against Releasees, whether known or
15 unknown. Even if Plaintiffs discover facts in addition to or different from those that they now know
16 or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims
17 will remain released and forever barred. Thus, Plaintiffs expressly waive and relinquish the
18 provisions, rights and benefits of California Civil Code Section 1542, which reads:

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

23 **X. "Preliminary Approval"**

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

25 **Y. "Qualified Settlement Account"**

26 The fund established by the Settlement Administrator pursuant to Internal Revenue Code
27 Section 1.468B-1.

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1 **Z. "Released Claims"**

2 By operation of the entry of the Final Approval Order and Judgment, and except as to rights
3 this Agreement creates, each Class Member releases Defendant and its present and former affiliates
4 and all of their officers, directors, employees, agents, servants, registered representatives, attorneys,
5 insurers, successors and assigns, and any other persons acting by through, under or in concert with
6 any of them ("Releasees"), from any and all claims, debts, liabilities, demands, obligations, penalties,
7 premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of
8 whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory
9 under federal and state law, that were alleged in the lawsuit or could have been alleged in the lawsuit,
10 for any alleged failure to pay all wages due (including minimum, regular, overtime, and double time
11 wages), claims regarding failure to pay for all hours worked (including off-the clock work), failure
12 to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during
13 meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the
14 regular rate of pay, failure to pay or properly calculate meal or rest period premiums, pre or post-
15 shift activities, reporting time pay, on-call time, for the alleged non-payment, untimely payment, or
16 underpayment for any time off that was taken or that could have been taken for sick-related reasons,
17 including all reasons covered by the California Labor Code, including the Healthy Workplaces,
18 Healthy Families Act of 2014 ("HWHFA"), failure to furnish accurate wage statements including
19 claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-
20 keeping violations, up to and including the date of preliminary approval by the Court. This Release
21 shall include all claims and theories arising under the California Labor Code, wage orders, and
22 applicable regulations, including Labor Code Sections 200, 201, 202, 203, 204, 206, 210, 218,
23 221, 223, 224, 226, 226.2 226.3, 226.7, 226.8 227.3, 232.5(c), 233, 234, 246, 246.5, 247,
24 247.5, 248.5, 350, 487(m), 500, 510, 511, 512, 516, 551, 558, 558.1, 1174, 1174.5, 1182.11,
25 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1812.11, 1812.12, all claims and theories
26 arising under Labor Code Section 2800, and 2802, all claims and theories arising under California
27 Civil Code Section 3289 and California Code of Civil Procedure Section 1021.5, all claims and
28 theories under California Penal Code Section 487(m) and 496(c), as well as claims under

1 Business and Professions Code Section 17200 *et seq.* and/or Labor Code Section 2698 *et seq.* based
2 on alleged violations of the above Labor Code provisions. PAGA Group Members, the State of
3 California, and Plaintiffs on behalf of PAGA Group Members and the State of California release all
4 claims against Releasees for PAGA penalties that were alleged or reasonably could have been alleged
5 based on the facts that are or could have been stated in the Operative Complaint or LWDA letters in
6 Plaintiffs' action. The release shall run through the end of the Class Period. Class Members may
7 not opt out of the settlement as it relates to the PAGA claims and the release of the PAGA claims.
8 In addition to the claims enumerated above, each member of the Settlement Class who endorses his
9 or her Individual Settlement Payment check by signing the back of the check and depositing or
10 cashing the check shall release and forever waive any and all claims the Settlement Class member
11 may have under claims asserted in the Complaint for violations of the Fair Labor Standards Act
12 ("FLSA"); and any and all claims for restitution, including without limitation back pay, attorneys'
13 fees and costs, interest, and liquidated damages under the FLSA that occurred during the Class
14 Period. The Released Claims include all claims as set forth above, whether known or unknown.
15 Thus, with respect to the Released Claims only, each Settlement Class Member expressly waives
16 and relinquishes the provisions, rights and benefits of California Civil Code Section 1542, which
17 reads:

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

22 This Agreement is contingent upon the releases by Plaintiffs and the Class Members as
23 described herein, and upon covenants by Plaintiffs and Class Members that they will not participate
24 in any actions, lawsuits, proceedings, complaints or charges in any court or before any administrative
25 body related to any claims they have released under this Agreement. Apart from such award of fees
26 and reimbursement of costs for which provision is made herein, Plaintiffs and Defendant waive any
27 and all claims for fees, costs, indemnity or contribution against Plaintiffs, any Class Member,
28 Plaintiffs' Counsel, Defendant or its counsel.

1 **AA. "Releasees"**

2 Defendant and each of its present and former affiliates and all of their officers, directors,
3 employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns,
4 and any other persons acting by through, under or in concert with any of them.

5 **BB. "Request for Exclusion"**

6 A notice submitted by a Class Member requesting to be excluded from the Settlement. For
7 the Request for Exclusion to be valid, it must include the Class Member's full name and a written
8 statement that the Class Member does not wish to participate in the settlement and requesting to be
9 excluded from this Settlement. The Request for Exclusion must be returned by mail to the Settlement
10 Administrator at the specified address and postmarked on or before the Response Deadline. The
11 date of the postmark will be the exclusive means to determine whether a Request for Exclusion has
12 been timely submitted. A Class Member who does not submit a timely or valid Request for Exclusion
13 from the Settlement will be deemed a Class Member and will be bound by all terms of the Settlement
14 Agreement if the Settlement is granted Final Approval by the Court. Plaintiff Tanori agrees not to
15 request to be excluded from the Settlement.

16 Any Class Member who opts out of this Agreement may not submit an Objection and shall
17 not receive any Individual Settlement Payment, and shall not be bound by the releases set forth in
18 this Agreement. If a Class Member submits both a Request for Exclusion and an Objection, then the
19 Request for Exclusion will be valid and will invalidate the Objection.

20 **CC. "Response Deadline"**

21 The deadline by which Class Members must mail to the Settlement Administrator valid
22 Requests for Exclusion, Notices of Objection to the Settlement, or workweek disputes. The Response
23 Deadline will be forty-five (45) days from the initial mailing of the Notice Packet by the Settlement
24 Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
25 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
26 Deadline for Requests for Exclusion, Notices of Objection, or workweek disputes will be extended
27 fifteen (15) calendar days for any Class Member who is re-mailed a Notice Packet by the Settlement
28 Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response

1 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
2 Deadline may also be extended by express agreement between Class Counsel and counsel for
3 Defendant. Under no circumstances, however, will the Settlement Administrator have the authority
4 to unilaterally extend the deadline for Class Members to submit a Request for Exclusion, Notice of
5 Objection to the Settlement, or workweek disputes.

6 **DD. "Settlement Administrator"**

7 After obtaining not-to-exceed quotes from a minimum of two qualified settlement
8 administrators, CPT Group Class Action Administrators shall be the third-party class action
9 settlement administrator as mutually agreed to by the Parties and approved by the Court for the
10 purposes of administering this Settlement and will issue to class members Forms W-2 and 1099 for
11 all amounts paid under this settlement, making all deductions and withholdings required under law.
12 The Parties each represent that they do not have any financial interest in the Settlement Administrator
13 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
14 interest.

15 **EE. "Settlement Administration Costs"**

16 The costs payable from the Class Settlement Amount to the Settlement Administrator are for
17 administering this Settlement, including, but not limited to, printing, distributing, and tracking
18 documents for this Settlement, address searches, calculating estimated amounts per Class Member,
19 tax reporting, distributing the Class Settlement Amount, and providing necessary reports and
20 declarations, and other duties and responsibilities set forth herein to process this Settlement
21 Agreement, and as requested by the Parties. The Settlement Administration Costs will be paid from
22 the Class Settlement Amount, including, if necessary, any such costs in excess of the amount
23 represented by the Settlement Administrator as being the maximum costs necessary to administer
24 the Settlement. The Settlement Administration Costs are estimated to not exceed \$26,500 based
25 upon the receipt of the not-to-exceed quote from the Settlement Administrator. To the extent actual
26 Settlement Administration Costs are greater than \$26,500, such excess amount will be deducted from
27 the Class Settlement Amount, subject to the Court's approval. Settlement Administration Costs
28 allocated but not paid to the Settlement Administrator will be distributed to the Settlement Class pro

1 rata.

2 **FF. "Settlement Payment Check"**

3 The Settlement Payment Check is the payment to Class Members. The back of the Settlement
4 Payment Check shall state, immediately below the space where the check is to be endorsed by the
5 payee: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood,
6 and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the
7 Fair Labor Standards Act ("FLSA") portion of the Action, elect to participate in the settlement of the
8 FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

9 **II. RECITALS**

10 A. On June 7, 2023, Plaintiffs Tanori and Arnold filed a class action lawsuit on behalf of
11 themselves and other class members against (17) Defendants LOMA LINDA UNIVERSITY
12 MEDICAL CENTER; LOMA LINDA UNIVERSITY HEALTH; LOMA LINDA UNIVERSITY
13 HEALTH CARE; LOMA LINDA UNIVERSITY BEHAVIORIAL MEDICINE CENTER, INC.;
14 LOMA LINDA UNIVERSITY MEDICAL CENTER - MURRIETA; LOMA LINDA UNIVERSITY;
15 LOMA LINDA PHYSICIANS MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY EYE
16 MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY RADIATION MEDICINE; LOMA
17 LINDA UNIVERSITY UROLOGY MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY
18 DENTAL GROUP, INC.; LOMA LINDA UNIVERSITY PATHOLOGY MEDICAL GROUP, INC.;
19 LOMA LINDA UNIVERSITY SHARED SERVICES; LOMA LINDA UNIVERSITY FAMILY
20 MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL
21 FOUNDATION; LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL; and LOMA LINDA
22 UNIVERSITY – URGENT CARE, LLC (collectively, "Defendants") for (1) failure to pay all wages;
23 (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to permit rest periods
24 or provide compensation in lieu thereof; (4) failure to provide accurate itemized wage statements; (5)
25 waiting time penalties; (6) failure to reimburse business expenses; and (7) violation of California's
26 Unfair Competition Law.

27 B. On August 11, 2023, Plaintiffs filed a First Amended Complaint to add a PAGA claim
28 and a claim for failure to provide sick pay at the proper rate of pay.

1 C. Thereafter, the parties agreed to attend mediation with mediator Steven Rottman for
2 the class and PAGA claims against Defendant Loma Linda University Children's Hospital.

3 D. Thereafter, Defendant shared informal discovery consisting of over a dozen categories
4 of documents and information on a class basis, including 20% sampling of payroll and related
5 documents.

6 E. On September 25, 2024, the Parties participated in a mediation with Steven Rottman,
7 Esq., a respected mediator of wage and hour class actions. Following the mediation, each side,
8 represented by its respective counsel, was able to agree to settle the Action based on a mediator's
9 proposal.

10 F. This Agreement represents a compromise and settlement of highly disputed claims.
11 Nothing in this Agreement is intended or will be construed as an admission by Defendant that the
12 claims in the Action of Plaintiffs or the Class have merit or that Defendant bear any liability to
13 Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that
14 Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for
15 purposes of this Settlement only. If for any reason the settlement does not become effective,
16 Defendant reserves the right to contest certification of any class for any reason and reserve all
17 available defenses to the claims in the Action.

18 **III. FUNDING OF THE CLASS SETTLEMENT AMOUNT**

19 Within fifteen (15) calendar days after the Effective Date of the Settlement, Defendant will
20 make a one-time deposit of all approved and claimed amounts from the Class Settlement Amount into
21 a Qualified Settlement Account to be established by the Settlement Administrator. Within fourteen
22 (14) calendar days of the funding of the Settlement, the Settlement Administrator shall issue the checks
23 constituting the Individual Settlement Payments to the Class Members, the LWDA Payment,
24 enhancement payments to Plaintiffs, and Court approved attorneys' fees and costs. Defendant has no
25 obligation to deposit such funds prior to the deadline set forth herein.

26 **IV. LABOR AND WORKFORCE DEVELOPMENT AGENCY ("LWDA") PAYMENTS**

27 Subject to Court approval, the Parties agree that \$250,000 of the Class Settlement Amount
28 will be designated for satisfaction of Plaintiffs' and Class Members' PAGA claims (the "LWDA

1 Payment"). Pursuant to the PAGA, \$187,500 (75%) of the LWDA Payment will be paid to the LWDA
2 and \$62,500 (25%) of the LWDA Payment will be included in the Net Settlement Amount for
3 distribution to the Class Members based upon their respective workweeks worked during the PAGA
4 Period. If the Court approves a PAGA Settlement Amount of less than \$250,000, the remainder will
5 be retained in the Net Settlement Amount for distribution to Class Members.

6 **V. INDIVIDUAL SETTLEMENT PAYMENT CALCULATIONS**

7 Individual Settlement Payments will be calculated and apportioned from the Net Settlement
8 Amount based on the number of workweeks that a Class Member worked during the Class Period,
9 and number of pay periods that an Aggrieved Employee worked during the
10 PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:
11 Defendant will calculate the total number of workweeks worked by each Class Member ("Individual
12 Workweeks") and the total number of workweeks worked by all Class Members during the Class
13 Period ("Class Workweeks") and the total number of pay periods worked by all Aggrieved
14 Employees during the PAGA Period ("PAGA Pay Periods").

15 To determine the Class Claims portion of each Class Member's Individual Settlement
16 Payment, the Settlement Administrator will use the following formula: Individual Class Settlement
17 Payment = (Individual Class Workweeks ÷ Total Class Workweeks) x Net Settlement
18 Amount (less PAGA Allocation).

19 To determine the PAGA Claims portion of each Class Member's Individual Settlement
20 Payment, the Settlement Administrator will use the following formula: Individual PAGA
21 Settlement Payment = (Individual PAGA Pay Periods ÷ Total PAGA Pay Periods) x PAGA
22 Allocation.

23 The Individual Settlement Payment will be reduced by any required deductions for each
24 Class Member as set forth herein, including employee-side tax withholdings or deductions. The
25 Individual Settlement Payments made to Class Members under this Settlement, and any other
26 payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits
27 under any benefit plans to which any Class Members may be eligible, including, but not limited
28 to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave

1 plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
2 Agreement will not affect any rights, contributions, or amounts to which any Class Members may
3 be entitled under any benefit plans.

4 **VI. EFFECT OF REQUEST FOR EXCLUSION**

5 Class Members who submit a valid Request for Exclusion may not submit an Objection and
6 shall not receive any Individual Class Claims portion of the Individual Settlement Payment, and shall
7 not be bound by the Class or FLSA releases set forth in this Agreement. Their respective Individual
8 Settlement Payments will remain a part of the Net Settlement Amount for distribution to Class
9 Members who do not submit valid Requests for Exclusion on a *pro rata* basis relative to their
10 Individual Settlement Shares. However, a PAGA Group Member who submits a Request for
11 Exclusion will still remain a member of the PAGA Group, will receive a PAGA Settlement Payment,
12 and will release the PAGA claims in Section Z of this Agreement. If a Class Member submits both a
13 Request for Exclusion and an Objection, then the Request for Exclusion will be valid and will
14 invalidate the Objection. Plaintiffs, as Class Representatives, are not permitted to, and agree that they
15 will not, submit a Request for Exclusion from the Settlement.

16 **VII. SETTLEMENT ADMINISTRATION PROCESS**

17 **A.** The Parties agree to cooperate in the administration of the Settlement and to make all
18 reasonable efforts to control and minimize the costs and expenses incurred in administration of the
19 Settlement. The Settlement Administrator will provide the following services:

- 20 1. Establish and maintain a Qualified Settlement Account.
- 21 2. Calculate the Individual Settlement Payment each Class Member is eligible to
22 receive.
- 23 3. Print and mail the Notice Packet.
- 24 4. Establish and maintain a toll-free information telephone support line to assist
25 Class Members who have questions regarding the Notice Packet.
- 26 5. Conduct additional address searches for mailed Notice Packets that are returned
27 as undeliverable.
- 28 6. Process Requests for Exclusion, calculate Class Members' Individual

1 Settlement Payment, field inquiries from Class Members, and administer any
2 Requests for Exclusion. This service will include settlement proceeds
3 calculation, printing and issuance of Settlement Payment Checks, and
4 preparation of IRS W-2 and 1099 Tax Forms. Basic accounting for and payment
5 of employee tax withholdings and forwarding all payroll taxes and penalties to
6 the appropriate government authorities will also be included as part of this
7 service.

8 7. Issue to Plaintiffs, Class Members, and Plaintiffs' Counsel any W-2, 1099, or
9 other tax forms as may be required by law for all amounts paid pursuant to this
10 Settlement.

11 8. Provide declarations and/or other information to the Court as requested by the
12 Parties and/or the Court.

13 9. Provide weekly status reports to counsel for the Parties.

14 B. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the
15 Class List to the Settlement Administrator.

16 C. Using best efforts to mail it as soon as possible, and in no event later than fourteen
17 (14) calendar days after receiving the Class List from Defendant, the Settlement Administrator will
18 mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the last known
19 mailing addresses identified in the Class List.

20 D. Prior to mailing, the Settlement Administrator will perform a search based on the
21 National Change of Address Database for information to update and correct any known or identifiable
22 address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable
23 on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the
24 forwarding address affixed thereto and the Settlement Administrator will indicate the date of such
25 re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator
26 will promptly attempt to determine the correct address using a skip-trace, or other search using the
27 name, address and/or Social Security number of the Class Member involved, and will then perform
28 a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-

1 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b)
2 the Response Deadline to postmark a Request for Exclusion or Notice of Objection to the Settlement.
3 The Settlement Administrator will be responsible for taking reasonable steps, consistent with its
4 agreed-upon job parameters, Court orders, and fee, as agreed to with the Parties and according to the
5 following deadlines, to trace the mailing address of any Class Member for whom a Notice Packet is
6 returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a
7 minimum, the tracking of all undelivered mail; performing address searches for all mail returned
8 without a forwarding address using available email addresses, phone numbers, social security
9 numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for
10 whom new addresses are found. If the Notice Packet is re-mailed, the Settlement Administrator will
11 note for its own records and notify Defendant's Counsel of the date and address of each such re-
12 mailing as part of a weekly status report provided to the Parties.

13 **E.** All Class Members will be mailed a Notice Packet containing the forms attached as
14 Exhibit 1 as approved by the Court.

15 **F.** Class Members will have an opportunity to dispute the information provided in their
16 Notice Packets. To the extent Class Members dispute the number of workweeks to which they have
17 been credited or the amount of their Individual Settlement Payment, Class Members may produce
18 evidence to the Settlement Administrator showing that such information is inaccurate. Absent
19 evidence rebutting Defendant's records, Defendant's records will be presumed determinative.
20 However, if a Class Member produces evidence to the contrary, the Settlement Administrator will
21 evaluate the evidence submitted by the Class Member and will make the final decision as to the
22 number of eligible workweeks that should be applied and/or the Individual Settlement Payment to
23 which the Class Member may be entitled. The workweek dispute must be returned by mail to the
24 Settlement Administrator at the specified address and postmarked on or before the Response
25 Deadline. The date of the postmark will be the exclusive means to determine whether a workweek
26 dispute has been timely submitted. All such disputes are to be resolved not later than fifteen (15)
27 calendar days after the Response Deadline.

28 **G. Defective Submissions.** If a Class Member's Request for Exclusion is defective as

1 to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s).
2 The Settlement Administrator will mail the Class Member a cure letter within three (3) business days
3 of receiving the defective submission to advise the Class Member that his or her submission is
4 defective and that the defect must be cured to render the Request for Exclusion valid. The Class
5 Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from
6 the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion.

7 **H. Request for Exclusion Procedures.** Any Class Member wishing to opt-out from the
8 Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement
9 Administrator within the Response Deadline. The date of the postmark on the return mailing
10 envelope will be the exclusive means to determine whether a Request for Exclusion has been timely
11 submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will
12 certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely
13 submitted. Any Class Member who does not timely seek exclusion will be bound by the terms of
14 this Settlement Agreement.

15 **I.** The Settlement Administrator shall have its own Employer Identification Number
16 under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in
17 calculating payroll withholdings for taxes and shall transmit the required employer's and employees'
18 share of the withholdings to the appropriate state and federal tax authorities. The Settlement
19 Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement
20 Fund ("QSF") under US Treasury Regulation Section 468B-1.

21 **VIII. NULLIFICATION OF THE SETTLEMENT AGREEMENT**

22 **A. Defendant's Option to Nullify the Settlement Agreement.** If more than 7.5% of the
23 Class Members opt out of the Settlement, Defendant, in its sole discretion, shall have the option of
24 nullifying the Settlement Agreement. Defendant shall give written notice to Class Counsel within
25 fourteen (14) calendar days after the Settlement Administrator informs the Parties that the opt out
26 rate exceeds 7.5%. In such a case, the Parties and any funds to be awarded under this Settlement
27 Agreement shall be returned to their respective statuses as of the date and time immediately prior to
28 the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement

1 Agreement had not been executed, except that any fees already incurred by the Settlement
2 Administrator shall be paid by Defendant.

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

16 **C. 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
18 Request for Exclusion will be bound by all its terms.

19 **IX. CERTIFICATION REPORTS REGARDING INDIVIDUAL SETTLEMENT**
20 **PAYMENT CALCULATIONS**

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

28 **B. Uncashed Settlement Checks.** Any checks issued by the Settlement Administrator to

1 Class Members will be negotiable for one-hundred eighty (180) calendar days. If a
2 check is returned to the Settlement Administrator within one-hundred twenty (120)
3 calendar days after the mailing, the Settlement Administrator will make all reasonable
4 efforts to re-mail it to the affected Class Member at his or her correct address by use of
5 available email addresses, phone numbers, social security numbers, credit reports,
6 LinkedIn and Facebook. If a Class Member's check is not cashed within 120 days after
7 its last mailing to the Class Member, the Settlement Administrator will also send the
8 affected Class Member a notice informing him or her that unless the check is cashed in
9 the next 60 days, the check will expire and become non-negotiable, and offer to replace
10 the check if it was lost or misplaced but not cashed. The sum value of all expired checks
11 will be tallied by the Settlement Administrator. All such uncollected funds associated
12 with Class Members' checks will escheat to the State of California's Controller's
13 Unclaimed Property Fund, to be held in the name of each expired check payee, pursuant
14 to applicable unclaimed property laws.

15 C. Certification of Completion. Within ten (10) calendar days of the completion of
16 administration of the Settlement, the Settlement Administrator will provide a written
17 declaration under oath to certify such completion to the Court and counsel for all
18 Parties.

19 **X. TAX TREATMENT OF INDIVIDUAL SETTLEMENT PAYMENTS**

20 All Individual Settlement Payments will be allocated as follows: one-third (1/3) wages, one-
21 third (1/3) interest and one-third (1/3) penalties.

22 The portion allocated to wages will be reported on an IRS Form W-2 and the portions
23 allocated to non-wages will be reported on an IRS Form-1099 by the Settlement Administrator. The
24 Gross Individual Settlement Payments will be reduced by any required legal deductions for each
25 Class Member. All standard employee payroll deductions will be made for state and federal
26 withholding taxes, including any other applicable payroll deductions owed by the Class Members as
27 a result of the Wage Component, resulting in a net wage component. The Settlement Administrator
28 will issue a check and W-2 Form to each Class Member for the wage component. No withholding

1 shall be made on the penalty portions of the Gross Individual Settlement Payment. The Settlement
2 Administrator will issue a second check and IRS Form-1099 for the remaining penalty component.
3 The Settlement Administrator shall be responsible for issuing the payments and calculating and
4 withholding all required state and federal taxes. The Settlement Administrator shall determine the
5 eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
6 Settlement Agreement. Any disputes not resolved by the Settlement Administrator concerning the
7 administration of the Settlement will be resolved by the Court, under the laws of the State of
8 California. Prior to any such involvement of the Court, counsel for the Parties will confer in good
9 faith to resolve the dispute without the necessity of involving the Court.

10 **XI. ADMINISTRATION OF TAXES BY THE SETTLEMENT ADMINISTRATOR**

11 **A. Tax Liability.** Class Counsel, Defendant, and Defendant's Counsel make no
12 representation as to the tax treatment or legal effect of the payments called for hereunder, and
13 Plaintiffs and Class Members are not relying on any statement, representation, or calculation by
14 Defendant or by the Settlement Administrator in this regard. Plaintiffs and Class Members
15 understand and agree they will be solely responsible for the payment of their respective share of any
16 taxes and penalties assessed on the payments described herein.

17 **B. Circular 230 Disclaimer.** EACH PARTY TO THIS SETTLEMENT AGREEMENT
18 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
19 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
20 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
21 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
22 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
23 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
24 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
25 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
26 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
27 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL
28 FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT

1 AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED
2 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
3 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
4 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER
5 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
6 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY
7 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH
8 ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH
9 LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
10 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
11 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

12 **XII. RELEASE BY CLASS MEMBERS**

13 **A.** No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
14 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
15 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
16 of action or right herein released and discharged.

17 **B.** It is the desire of Plaintiffs, Class Members (except those who exclude themselves from
18 the Settlement), and Defendant to fully, finally, and forever settle, compromise, and discharge the
19 Released Claims and Plaintiffs' Released Claims. Upon the Final Approval by the Court of this
20 Settlement Agreement, and except as to such rights or claims as may be created by this Settlement
21 Agreement, Plaintiffs and the Class Members shall fully release and discharge the Releasees from any
22 and all Released Claims for the entire Class Period. This release shall be binding on all Class Members
23 who have not timely submitted a valid and complete Request for Exclusion, including each of their
24 respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors,
25 and assigns, and shall inure to the benefit of the Releasees, who shall have no further or other liability
26 or obligation to any Class Member with respect to the Released Settlement, except as expressly provided
27 herein.

28 ///

1 **XIII. MATERIALITY OF TERMS**

2 **A.** The Court's approval of Enhancement Payment, Attorneys' Fees and Costs, and the full
3 LWDA Payment are not material terms of this Agreement. If the Court approves only a lesser amount
4 of these payments, then the other terms of this Agreement shall still remain in effect and the difference
5 will remain part of the Net Settlement Amount.

6 **B.** Except as otherwise stated herein, each substantive term of this Agreement is material
7 and has been relied upon by the Parties in entering into this Agreement. Any failure by the Court to fully
8 and completely approve the material terms of this Settlement Agreement will result in this Settlement
9 Agreement entered into by the Parties, and all obligations under this Settlement Agreement, being
10 nullified and voided. Upon such failure, any order or judgment entered by the Court in furtherance of
11 this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals
12 contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or
13 their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement
14 shall be returned to their respective statuses as of the date and time immediately prior to the execution
15 of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement
16 had not been executed, except that any fees already incurred by the Settlement Administrator shall be
17 paid equally by both Parties. The Parties agree to cooperate in good faith to amend this Settlement
18 Agreement to comply with any modifications or amendments required by the Court.

19 **XIV. PRELIMINARY APPROVAL HEARING**

20 **A.** Plaintiffs will obtain a hearing before the Court to request Preliminary Approval of the
21 Settlement Agreement and the entry of a Preliminary Approval Order for: (a) conditional certification
22 of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed
23 Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. Plaintiffs
24 shall endeavor to file a Motion for Preliminary Approval with sufficient notice to allow for a hearing
25 date as soon as possible.

26 **B.** The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class
27 Members as specified herein. In conjunction with the Preliminary Approval Hearing, Plaintiffs will
28 submit this Settlement Agreement and will include the proposed Notice Packet.

1 C. Class Counsel will be responsible for drafting all documents necessary to obtain
2 Preliminary Approval. Class Counsel will provide Defendant's Counsel with a reasonable opportunity
3 to review the Motion for Preliminary Approval and supporting papers prior to filing them with the Court.

4 D. At the hearing before the Court to request Preliminary Approval, the Parties will jointly
5 appear, support the granting of the motion, and submit a proposed Order Granting Preliminary Approval
6 of the Settlement.

7 E. Should the Court decline to preliminarily approve material aspects of the Settlement
8 (including but not limited to the scope of release to be granted by Class Members or the binding effect
9 of the Settlement on Class Members who do not submit valid Requests for Exclusion), the Parties shall
10 work together in good faith to address any concerns raised by the Court and propose a revised Settlement
11 for the Court's approval.

12 **XV. FINAL SETTLEMENT APPROVAL HEARING AND ENTRY OF JUDGMENT**

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

18 B. The Final Approval/Settlement Fairness Hearing will be held no later than forty-five (45)
19 calendar days after the Response Deadline.

20 C. Class Counsel will be responsible for drafting all documents necessary to obtain Final
21 Approval. Class Counsel will also be responsible for drafting the Attorneys' Fees and Costs application
22 to be heard at the Final Approval/Settlement Fairness Hearing. Class Counsel will provide Defendant's
23 Counsel with a reasonable opportunity to review the Motion for Final Approval and supporting papers
24 prior to filing them with the Court.

25 D. At the hearing before the Court to request Final Approval, the Parties will jointly appear,
26 support the granting of the motion, and submit a proposed Final Approval Order and Judgment.

27 **XVI. JUDGMENT AND CONTINUED JURISDICTION**

28 The Court shall retain jurisdiction under California Code of Civil Procedure Section 664.6 with

1 respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement
2 and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto
3 submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the
4 Settlement embodied in this Settlement Agreement and all orders and judgments entered in connection
5 therewith.

6 **XVII. OTHER PROVISIONS**

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

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

13 **C. Amendment or Modification.** This Settlement Agreement may be amended or modified
14 only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved
15 by the Court. If the Court requires certain non-material modifications to be made to this Settlement
16 Agreement as a condition for granting approval, then the Parties agree that their counsel can enter into a
17 stipulation to modify this agreement to conform it to the Court's Order and that signatures of counsel
18 shall suffice for such an amendment.

19 **D. Authorization to Enter Into Settlement Agreement.** Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
21 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
22 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
23 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
24 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable
25 to reach agreement on the form or content of any document needed to implement the Settlement, or on
26 any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
27 Parties may seek the assistance of Steven Rottman to resolve such disagreement.

28 **E. Binding on Successors and Assigns.** This Settlement Agreement will be binding upon,

1 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

2 **F. California Law Governs.** All terms of this Settlement Agreement and Exhibits hereto will
3 be governed by and interpreted according to the laws of the State of California.

4 **G. Execution and Counterparts.** This Agreement may be executed in one or more
5 counterparts by facsimile, electronic signature, DocuSign (or similar e-signature provider), or email
6 which for purposes of this Agreement shall be accepted as an original. All executed counterparts and
7 each of them will be deemed to be one and the same instrument. Any executed counterpart will be
8 admissible in evidence to prove the existence and contents of this Agreement.

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

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

19 **J. Waiver of Certain Appeals.** Provided that the Judgment is consistent with the terms and
20 conditions of this Agreement, Class Members who did not timely submit an objection to the Settlement,
21 Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment,
22 including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited
23 to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal
24 does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment
25 proceedings.

26 **K. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after
27 a notice of appeal, a petition for review, or a petition for certiorari, or any other motion, petition, or
28 application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material

1 modification to the Settlement (including, but not limited to, the scope of release to be granted by Class
2 Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed
3 on review by a higher Court, then the Parties shall work together in good faith to address any concerns
4 raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later
5 than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the
6 Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Enhancement
7 Payment or the Attorneys' Fees and Costs will not constitute a vacation, reversal, or material
8 modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation
9 to make payments under this Settlement will remain limited by the Gross Settlement Amount.

10 **L. Class Action Certification for Settlement Purposes Only.** The Parties agree to stipulate
11 to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not
12 approved, the stipulation to certification will be void. The Parties further agree that certification for
13 purposes of the Settlement is not an admission that class action certification is proper under the standards
14 applied to contested certification motions and that this Settlement Agreement will not be admissible in
15 this or any other proceeding as evidence that either: (a) a class action should be certified against any
16 Defendant or (b) Defendant is liable to Plaintiffs or any Class Member, other than according to the
17 Settlement's terms. Plaintiffs' counsel, however, may cite in court to this matter in discussing their
18 experience litigating class action cases.

19 **M. Non-Admission of Liability.** The Parties enter into this Settlement Agreement to resolve
20 the dispute that has arisen between them and to avoid the burden, expense, and risk of continued
21 litigation. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies,
22 that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated
23 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
24 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in
25 any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any
26 of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
27 admission or concession by Defendant of any such violations or failures to comply with any applicable
28 law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this

1 Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any
2 action or proceeding to establish any liability or admission on the part of Defendant or to establish the
3 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or
4 other applicable law.

5 **N. Captions.** The captions and section numbers in this Settlement Agreement are inserted
6 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
7 provisions of this Settlement Agreement.

8 **O. Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement
9 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
10 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

11 **P. Enforcement Action.** If one or more of the Parties institutes any legal action or other
12 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare
13 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover
14 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees
15 incurred in connection with any enforcement actions.

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

21 **R. Representation by Counsel.** The Parties acknowledge that they have been represented
22 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement and
23 that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed
24 in full.

25 **S. All Terms Subject to Final Court Approval.** All amounts and procedures described in
26 this Settlement Agreement herein will be subject to final Court approval.

27 **T. Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good
28 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this

1 Settlement Agreement.

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

8 **V. No Prior Assignments or Undisclosed Liens.** Plaintiffs and Class Counsel represent that
9 they have not assigned, transferred, conveyed, or otherwise disposed of any Released Claim or claim
10 to attorneys' fees and costs award to be paid under this Agreement. Plaintiffs and Class Counsel further
11 represent and warrant that there are not any liens or claims against any amount that Defendant is to
12 pay under this Agreement. Plaintiffs and Class Counsel agree to defend, to indemnify, and to hold
13 Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including
14 reasonable attorneys' fees, resulting from a breach of these representations or from any lien or
15 assignment.

16 **W. Confidential Information.** Class Counsel will destroy all confidential documents and
17 information provided by Defendant within 60 calendar days after the completion of the administration
18 of this Agreement. Class Counsel further agree that none of the information provided by Defendant
19 shall be used for any purpose other than prosecution of this Action.

20 **X. Publicity and Representations.** Neither Plaintiffs nor Class Counsel will publicize the
21 Settlement in any way prior to preliminary approval. Plaintiffs and Plaintiffs' Counsel shall not
22 publicize the settlement on their websites, in advertising/marketing materials or on social media, other
23 than filing documents with the Court, and general non-specific citation to this case, among others, as
24 demonstrating their experience in such matters. The Parties and their counsel agree that they will not
25 issue any press releases or initiate any contact with the media about the fact, amount, or terms of the
26 settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel
27 may respond only after the motion for approval of the settlement has been filed and only by confirming
28 the accurate terms of the settlement. Nothing in this provision shall prevent Plaintiffs or Defendant

1 from making any required disclosure.

2 Nothing in this Stipulation shall preclude Class Counsel from communicating with members
3 of the Settlement Class after preliminary approval, and after preliminary approval Class Counsel agree
4 that they will not identify by name or identifiable characteristics any of the Defendant or its officers,
5 owners, employees, or agents on any marketing or advertising materials, website, or other forum,
6 mailing, communication, or service unrelated to the approval and administration of the settlement.

7 **Y. Headings.** The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9 **Z. Notice.** All notices, demands or other communications given under this Agreement will
10 be in writing and deemed to have been duly given upon being sent, via email, to the following
11 individuals, provided that the recipients confirm receipt within two business days:

12 To Plaintiffs and the Class:

13 David Alami
14 david@torusllp.com
15 Daniel J. Hyun
16 daniel@torusllp.com
17 TORUS LLP
18 2 Park Plaza, Suite 1260
19 Irvine, CA 92614
20 Telephone: (949) 590-4122
21 Facsimile: (949) 528-2596

22 To Defendant:

23 SEYFARTH SHAW LLP
24 Christian J. Rowley
25 E-Mail: crowley@seyfarth.com
26 Kerry Friedrichs
27 E-Mail: kfriedrichs@seyfarth.com
28 560 Mission Street, 31st Floor San Francisco, CA 94105
Tel.: (415) 397-2823
Fax: (415) 397-8549

24 **AA. Stay of Litigation.** The Parties agree that upon the execution of this Agreement the
25 litigation shall be stayed, including with respect to California Code of Civil Procedure Section
26 583.310, except to effectuate the terms of this Agreement.

27 **BB. Request for Dismissal.** Upon execution of this Settlement Agreement, Pursuant to
28 California Rules of Court, Rule 3.770, Plaintiffs will file a request to dismiss , without prejudice, of

Defendants LOMA LINDA UNIVERSITY MEDICAL CENTER; LOMA LINDA UNIVERSITY HEALTH; LOMA LINDA UNIVERSITY HEALTH CARE; LOMA LINDA UNIVERSITY BEHAVIORIAL MEDICINE CENTER, INC.; LOMA LINDA UNIVERSITY MEDICAL CENTER - MURRIETA; LOMA LINDA UNIVERSITY; LOMA LINDA PHYSICIANS MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY EYE MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY RADIATION MEDICINE; LOMA LINDA UNIVERSITY UROLOGY MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY DENTAL GROUP, INC.; LOMA LINDA UNIVERSITY PATHOLOGY MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY SHARED SERVICES; LOMA LINDA UNIVERSITY FAMILY MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY CHILDREN’S HOSPITAL FOUNDATION; and LOMA LINDA UNIVERSITY – URGENT CARE, LLC.

SO AGREED:

Dated: 03/10/25 _____


Samantha Tanori (Mar 10, 2025 17:46 PDT)

Samantha Tanori

Dated: 03/12/25 _____


Carissa Arnold (Mar 12, 2025 12:02 PDT)

Carissa Arnold

Dated: _____

DEFENDANT LOMA LINDA UNIVERSITY
CHILDREN’S HOSPITAL

By: _____

Name (Print): _____

Title (Print): _____

Defendants LOMA LINDA UNIVERSITY MEDICAL CENTER; LOMA LINDA UNIVERSITY HEALTH; LOMA LINDA UNIVERSITY HEALTH CARE; LOMA LINDA UNIVERSITY BEHAVIORIAL MEDICINE CENTER, INC.; LOMA LINDA UNIVERSITY MEDICAL CENTER - MURRIETA; LOMA LINDA UNIVERSITY; LOMA LINDA PHYSICIANS MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY EYE MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY RADIATION MEDICINE; LOMA LINDA UNIVERSITY UROLOGY MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY DENTAL GROUP, INC.; LOMA LINDA UNIVERSITY PATHOLOGY MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY SHARED SERVICES; LOMA LINDA UNIVERSITY FAMILY MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL FOUNDATION; and LOMA LINDA UNIVERSITY - URGENT CARE, LLC.

SO AGREED:

Dated: _____

Samantha Tanori

Dated: _____

Carissa Arnold

Dated: 3/5/25

DEFENDANT LOMA LINDA UNIVERSITY
CHILDREN'S HOSPITAL

By: Mark Hubbard

Name (Print): Mark Hubbard

Title (Print): Sr. Vice President

1 Approved as to Form:

2 Dated: _____

TORUS LLP

3
4
5 By: _____

David Alami

Daniel J. Hyun

Shaheen Anthony Etemadi

Attorneys for Plaintiffs

CARISSA ARNOLD and SAMANTHA TANORI

6
7
8 Dated: March 13, 2025

SEYFARTH SHAW LLP

9
10
11 By: _____

Christian J. Rowley

Kerry Friedrichs

Brian Long

Attorneys for Defendants

LOMA LINDA UNIVERSITY MEDICAL CENTER, LOMA

LINDA UNIVERSITY HEALTH; LOMA LINDA

UNIVERSITY HEALTH CARE; LOMA LINDA

UNIVERSITY BEHAVIORIAL MEDICINE CENTER, INC.;

LOMA LINDA UNIVERSITY MEDICAL CENTER -

MURRIETA; LOMA LINDA UNIVERSITY; LOMA LINDA

PHYSICIANS MEDICAL GROUP, INC.; LOMA LINDA

UNIVERSITY EYE MEDICAL GROUP, INC.; LOMA

LINDA UNIVERSITY RADIATION MEDICINE; LOMA

LINDA UNIVERSITY UROLOGY MEDICAL GROUP,

INC.; LOMA LINDA UNIVERSITY DENTAL GROUP,

INC.; LOMA LINDA UNIVERSITY PATHOLOGY

MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY

SHARED SERVICES; LOMA LINDA UNIVERSITY

FAMILY MEDICAL GROUP, INC.; LOMA LINDA

UNIVERSITY CHILDREN'S HOSPITAL FOUNDATION;

LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL;

and LOMA LINDA UNIVERSITY - URGENT CARE, LLC

1 Approved as to Form:

2 Dated: March 3, 2025

TORUS LLP

3 

4 By: _____

5 David Alami

6 Daniel J. Hyun

7 Shaheen Anthony Etemadi

Attorneys for Plaintiffs

CARISSA ARNOLD and SAMANTHA TANORI

8 Dated: _____

SEYFARTH SHAW LLP

9 By: _____

10 Christian J. Rowley

11 Kerry Friedrichs

12 Brian Long

Attorneys for Defendants

13 LOMA LINDA UNIVERSITY MEDICAL CENTER, LOMA
14 LINDA UNIVERSITY HEALTH; LOMA LINDA
15 UNIVERSITY HEALTH CARE; LOMA LINDA
16 UNIVERSITY BEHAVIORIAL MEDICINE CENTER, INC.;
17 LOMA LINDA UNIVERSITY MEDICAL CENTER -
18 MURRIETA; LOMA LINDA UNIVERSITY; LOMA LINDA
19 PHYSICIANS MEDICAL GROUP, INC.; LOMA LINDA
20 UNIVERSITY EYE MEDICAL GROUP, INC.; LOMA
21 LINDA UNIVERSITY RADIATION MEDICINE; LOMA
22 LINDA UNIVERSITY UROLOGY MEDICAL GROUP,
23 INC.; LOMA LINDA UNIVERSITY DENTAL GROUP,
24 INC.; LOMA LINDA UNIVERSITY PATHOLOGY
25 MEDICAL GROUP, INC.; LOMA LINDA UNIVERSITY
26 SHARED SERVICES; LOMA LINDA UNIVERSITY
27 FAMILY MEDICAL GROUP, INC.; LOMA LINDA
28 UNIVERSITY CHILDREN'S HOSPITAL FOUNDATION;
LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL;
and LOMA LINDA UNIVERSITY – URGENT CARE, LLC

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF SAN BERNARDINO**

Arnold, et al. v. Loma Linda University Medical Center, et al.

Case No. CIVSB2313303

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR RIGHTS MAY BE AFFECTED.**

**YOU MAY BE ENTITLED TO RECEIVE MONEY
FROM THIS PROPOSED SETTLEMENT**

The Court Approved This Notice. This is not a solicitation from an attorney.

You have been identified as a Class Member in the above-captioned lawsuit (“Class Action”). The California Superior Court, County of San Bernardino has granted preliminary approval to a proposed settlement (“Settlement”) of the Class Action. The purpose of this Notice of Class Action Settlement (“Notice”) is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement. Because your rights may be affected by this Settlement, it is important that you read this Notice carefully.

PLEASE READ THIS NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHTS.

WHY DID I GET THIS NOTICE?

You have received this Notice because you have been identified as a Class Member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the class action lawsuit titled *Arnold, et al. v. Loma Linda University Medical Center, et al.* (the “Class Action.”) This Notice is being sent to you as ordered by the San Bernardino County Superior Court, which preliminarily approved the Settlement and conditionally certified the class on [date]. This Notice informs you about the terms of the proposed Settlement, describes your rights in connection with the settlement, and explains what steps you may take to receive settlement money from, object to, or exclude yourself from, the Settlement. If you do not exclude yourself from the Settlement, and the Settlement receives final approval from the Court, you will be bound by all of the terms of the Settlement and any final judgment.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former non-exempt employees of Defendant Loma Linda University Children’s Hospital in the State of California from June 7, 2019 through [the date of Preliminary Approval or to an earlier date at Defendants’ election in order for Defendants to exercise their option under the escalator clause to avoid pro rata increase if workweeks exceed 10% over 472,332 workweeks] (the “Class Period”).

WHAT IS THIS LAWSUIT ABOUT?

On June 7, 2023, Plaintiffs Carissa Arnold and Samantha Tanori (collectively “Plaintiffs”) filed this lawsuit against Loma Linda University Medical Center, Loma Linda University Health, Loma Linda University Health Care, Loma Linda University Behavioral Medicine Center, Inc., Loma Linda Medical Center – Murrieta, Loma Linda University, Loma Linda University Physicians Medical Group, Inc., Loma Linda University Eye Medical Group, Inc., Loma Linda University Radiation Medicine, Loma Linda University Urology Medical Group, Inc., Loma Linda University Dental Group, Inc., Loma Linda University Pathology Medical Group, Inc., Loma Linda University Shared Services, Loma Linda University Family Medical Group, Inc., Loma Linda University Children’s Hospital Foundation, Loma Linda University Children’s Hospital, and Loma Linda University - Urgent Care, LLC (collectively, “Defendants”) in California Superior Court, County of San Bernardino. Plaintiffs’ lawsuit seeks damages, penalties, interest, costs and attorney’s fees and other relief based on the following alleged causes of action: (1) failure to pay all wages; (2) failure to provide meal periods or compensation; (3) failure to permit rest periods or provide compensation; (4) failure to provide accurate itemized wage statements; (5) waiting time penalties; (6) failure to reimburse business expenses; (7) violation of California’s Unfair Competition Law; and (8) violation of the Private Attorneys General Act (“PAGA”).

Plaintiffs and Defendants have reached an agreement to settle claims on behalf of employees of Loma Linda University Children's Hospital, and Plaintiffs will dismiss their claims against the other Defendants without prejudice.

Defendants deny each and all of the claims and contentions alleged by Plaintiffs, and the Court has not made any rulings regarding the merits of the case. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendants; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties seek to avoid the risks and cost of litigation. Plaintiffs and Class Counsel support the settlement.



WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

The sum of no more than a Gross Fund Value of \$2,000,000 will be paid by Defendant Loma Linda University Children's Hospital in full satisfaction of all claims arising from the Action. Additionally, Defendant Loma Linda University Children's Hospital will be obligated to pay and will pay the employer's share of all payroll taxes due in connection with the portion of the Settlement that constitutes wages.

Subject to Court approval, the Gross Fund Value will be allocated as follows:

- **Individual Settlement Payments:** Each Class Member shall be entitled to an Individual Settlement Payment, to be calculated by (1) dividing the number of workweeks worked by each Class Member for Loma Linda University Children's Hospital during the Class Period by the total number of workweeks worked by all Class Members for Loma Linda University Children's Hospital during the Class Period, multiplied by the Net Settlement Amount (less the PAGA Allocation), and (2) dividing the number of pay periods worked by each Aggrieved Employee during the PAGA Period by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, multiplied by the PAGA Allocation. Information on how to dispute your workweeks worked can be found below.
- **Class Representative Enhancement Payment:** Carissa Arnold and Samantha Tanori, the Plaintiffs, will request from the Court an award of \$10,000 each in recognition of their efforts and risks in assisting with the prosecution of the Class Action and in return for executing a General Release of Defendants. Defendants do not object to this requested service award. This amount will be paid from the Gross Fund Value, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- **Class Counsel Award:** Class Counsel will request that the Court approve attorneys' fees not to exceed thirty-five percent (35%) of the Gross Fund Value, for the litigation and resolution of this Class Action plus actual costs and expenses not expected to exceed \$35,000. Defendants do not object to the requested fees and costs. This amount will be paid from the Gross Fund Value,

and any amount not approved by the Court will revert to the Net Settlement Amount for distribution.

- LWDA Payment: \$250,000 from the Gross Fund Value is allocated for payment under the Private Attorneys General Act of 2004. Seventy-five percent (75%) of the allocation (\$187,500) will be paid to the California Labor and Workforce Development Agency ("LWDA") as required by law; and twenty-five percent (25%) of the allocation (\$62,500) will be distributed as part of the Net Settlement Amount as the PAGA Allocation.
- Settlement Administration: The cost of settlement administration is approximately \$26,500, which pays for such tasks as mailing and tracking of this Notice, mailing checks and tax forms, and reporting to the parties and the Court. This payment will be made to CPT Group, which is serving as the Settlement Administrator in this case. This amount will be paid from the Gross Fund Value, and any amount not approved by the Court will revert to the Net Settlement Amount for distribution.
- Any checks issued to Class Members shall remain valid and negotiable for 180 days from the date on which they are issued. After that time, all funds represented by uncashed checks shall be distributed according to section 384(a)(3) of the California Code of Civil Procedure, as determined by the Court at final approval.

Class Members who do not opt out of the Settlement will be deemed to have released certain claims against Defendant Loma Linda University Children's Hospital and its present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them ("Releasees").

The Released Claims include any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law, that were alleged in the lawsuit or could have been alleged in the lawsuit, for any alleged failure to pay all wages due (including minimum, regular, overtime, and double time wages), claims regarding failure to pay for all hours worked (including off-the clock work), failure to provide meal and rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to timely pay wages and final wages, failure to properly calculate the regular rate of pay, failure to pay or properly calculate meal or rest period premiums, pre or post-shift activities, reporting time pay, on-call time, for the alleged non-payment, untimely payment, or underpayment for any time off that was taken or that could have been taken for sick-related reasons, including all reasons covered by the California Labor Code, including the Healthy Workplaces, Healthy Families Act of 2014 ("HWHFA"), failure to furnish accurate wage statements including claims derivative and/or related to these claims, liquidated damages, conversion of wages, record-keeping violations, up to and including the date of preliminary approval by the Court. This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 200, 201, 202, 203, 204, 206, 210, 218, 221, 223, 224, 226, 226.2 226.3, 226.7, 226.8 227.3, 232.5(c), 233, 234, 246, 246.5, 247, 247.5, 248.5, 350, 487(m), 500, 510, 511, 512, 516, 551, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1812.11, 1812.12, all claims

and theories arising under Labor Code Section 2800, and 2802, all claims and theories arising under California Civil Code Section 3289 and California Code of Civil Procedure Section 1021.5, all claims and theories under California Penal Code Section 487(m) and 496(c), as well as claims under Business and Professions Code Section 17200 *et seq.* and/or Labor Code Section 2698 *et seq.* based on alleged violations of the above Labor Code provisions. PAGA Group Members, the State of California, and Plaintiffs on behalf of PAGA Group Members and the State of California release all claims against Releasees for PAGA penalties that were alleged or reasonably could have been alleged based on the facts that are or could have been stated in the Operative Complaint or LWDA letters in Plaintiffs' action. The release shall run through the end of the Class Period. Class Members may not opt out of the settlement as it relates to the PAGA claims and the release of the PAGA claims. In addition to the claims enumerated above, each member of the Settlement Class who endorses his or her Individual Settlement Payment check by signing the back of the check and depositing or cashing the check shall release and forever waive any and all claims the Settlement Class member may have under claims asserted in the Complaint for violations of the Fair Labor Standards Act ("FLSA"); and any and all claims for restitution, including without limitation back pay, attorneys' fees and costs, interest, and liquidated damages under the FLSA that occurred during the Class Period. The Released Claims include all claims as set forth above, whether known or unknown. Thus, with respect to the Released Claims only, each Settlement Class Member expressly waives and relinquishes the provisions, rights and benefits of California Civil Code Section 1542, which reads:

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

Class Members may not opt out of the Settlement as it relates to the PAGA claims and the release of the PAGA claims.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and receive an Individual Settlement Payment. You will be bound to the release of the Released Claims as defined in the Settlement and the Final Judgment. You will also give up your right to pursue the Released Claims as defined above. **If you move, please contact the Settlement Administrator to update your address.** Your settlement payment will be mailed to the most recent address on file with the Settlement Administrator. It is your responsibility to inform the Settlement Administrator of your updated information. The Settlement Administrator may be contacted by mail or telephone:

Arnold, et al. v. Loma Linda University Medical Center, et al.
c/o CPT Group Class Action Administrators

[INSERT ADDRESS]

[INSERT PHONE]

HOW DO I DISPUTE MY WORKWEEKS?

Your claim is based upon your total number of workweeks worked for Loma Linda University

Children's Hospital between June 7, 2019 and [class period end date] ("Class Period") and your total number of pay periods worked between May 8, 2022 and [class period end date] ("PAGA Period"). Defendant Loma Linda University Children's Hospital's records show that you worked [redacted] workweeks during the Class Period and [redacted] pay periods during the PAGA Period. Based on this information, your estimated gross settlement payment will be \$ [redacted]. The actual amount of your payment may be higher or lower.

ONLY if you disagree with Defendant Loma Linda University Children's Hospital's calculation of your workweeks and/or pay periods, mail a letter to the Settlement Administrator explaining why you disagree. Be as specific as possible and include copies of any supporting documents, such as paystubs or time records. The decision of the Settlement Administrator will be final.

Disputes must be mailed to the address below and must be postmarked no later than [insert date of Response Deadline]:

Arnold, et al. v. Loma Linda University Medical Center, et al.
c/o CPT Group Class Action Administrators
[INSERT ADDRESS]
[INSERT PHONE]

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

With the exception of the settlement of the PAGA claims, you have the right to request exclusion from the Settlement, i.e., to request exclusion from the class (non-PAGA) portion of the Settlement (the "class settlement"). To do so, you must submit a written request to opt-out of the class settlement to the Settlement Administrator at the following address:

Arnold, et al. v. Loma Linda University Medical Center, et al.
c/o CPT Group Class Action Administrators
[INSERT ADDRESS]
[INSERT PHONE]

To be valid, a written request for exclusion from the class settlement must: (1) state the case name; (2) make the following statements, or a similar statement: **"I wish to opt out of the class settlement of the class action lawsuit titled *Arnold, et al. v. Loma Linda University Medical Center, et al.* I understand that, if I opt out of the class settlement, I will receive no money from the class settlement described in this Notice."**; (3) contain the name, address and telephone number and the last four digits of the Social Security number of the person asking to opt-out; (4) be signed by the Class Member; and (5) be mailed to the Settlement Administrator at the address above and postmarked by [insert date of Response Deadline]. Unless you timely opt out of the class settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice.

If you timely opt out of the class settlement, you will not be entitled to receive any payment under the class settlement. Class Counsel will not represent your interests if you opt out. **CLASS MEMBERS MAY NOT OPT OUT OF THE SETTLEMENT OF THE PAGA CLAIMS. EVEN IF YOU**

OPT OUT OF THE CLASS SETTLEMENT, YOU WILL RECEIVE A PAYMENT FOR THE RELEASE OF THE PAGA CLAIMS AND ALL PAGA CLAIMS COVERED BY THE RELEASE WILL BE EXTINGUISHED BY OPERATION OF LAW.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member *who has not asked to opt out of the class settlement* may object to the settlement. Keep in mind that objecting is not the same as asking to opt out. Submitting an objection will *not* exclude you from the Class; rather, you must remain in the class to object. *If your objection is overruled, you still will be bound by the settlement.*

If you wish to object to the Settlement, you may submit your written Objection to the Settlement Administrator stating the basis or reason(s) for your objection to the Settlement. You may object to any of the terms in the Settlement Agreement, including but not limited to the proposed attorneys' fees, the Class Representative Enhancement Payment, or the Settlement Administrator's payment. A written Objection must be signed by you and include: (1) the case name, (2) your full name and most current address, and (3) the last four digits of your Social Security number. The written Objection must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than [insert date of Response Deadline]. Late Objections may not be considered.

If you wish, you also may appear at the Final Approval Hearing set for [date], at [time] in Dept. [] of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415-0210 and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date without further notice.

You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Class Members who do not ask to opt out of the class settlement, whether or not they timely cash their individual settlement payments. Final approval of the Settlement will bar any Class Member who does not opt out of the Settlement from initiating a lawsuit or other proceeding regarding a claim originating during the Class Period (*i.e.*, from June 7, 2019 through [Class Period end date], inclusive) that was alleged or that could have been alleged in the operative complaint. Final approval of the Settlement also will bar all Class Members from initiating a PAGA action or proceeding regarding a PAGA claim originating during the Class Period that was alleged or that could have been alleged based on the facts alleged in the operative complaint. The Settlement Agreement contains additional details about the scope of the release.

IS ANYONE REPRESENTING ME REGARDING THIS SETTLEMENT?

The Court has ordered that, for purposes of this Settlement only, the interests of Plaintiffs and the Class Members are represented by Class Counsel:

TORUS LLP
David Alami
david@torusllp.com
Daniel Hyun
daniel@torusllp.com
Shaheen Etemadi
shawn@torusllp.com
2 Park Plaza, Suite 1260
Irvine, California 92614
Telephone: (949) 590-4122
Facsimile: (949) 528-2596

Class Members will not be charged separately for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Stipulation and Settlement of Class, Collective, and Representative Action (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Class Action), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaint filed in the Class Action, and other filed documents related to the Class Action and this Settlement, you may contact Class Counsel or the Settlement Administrator for copies of case documents.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at [REDACTED].

**PLEASE DO NOT TELEPHONE OR CONTACT DEFENDANTS, DEFENSE COUNSEL, THE
CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS REGARDING THE
SETTLEMENT**

20250305 - Arnold v. Loma Linda - Stip Settlement

Final Audit Report

2025-03-12

Created:	2025-03-06
By:	Viviana Contreras (viviana@torusllp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEZ4GpoNnX_iHdHEjpnYz6zKOx_LZQMGP

"20250305 - Arnold v. Loma Linda - Stip Settlement" History

-  Document created by Viviana Contreras (viviana@torusllp.com)
2025-03-06 - 4:48:58 PM GMT
-  Document emailed to Samantha Tanori (stanori2614@gmail.com) for signature
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-  Document emailed to Carissa Arnold (arnoldcarissa@yahoo.com) for signature
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