

1 **JUSTICE FOR WORKERS, P.C.**

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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**
10

11 POUL BEDRI, an individual;

12 Plaintiff,

13 vs.

14 CITY OF HOPE NATIONAL MEDICAL
15 CENTER, a California non-profit corporation;
16 and DOES 1 through 50,

17 Defendants.
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Case No.: 23STCV23713

[Assigned for All Purposes to:
Hon. Lia Martin, Dept. 3]

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF PLAINTIFF'S MOTION
FOR ATTORNEY'S FEES AND COSTS
AND CLASS REPRESENTATIVE
SERVICE PAYMENT**

(Filed concurrently with Motion for
Attorney's Fees and Costs and Class
Representative Service Payment; Supporting
Declarations; [Proposed] Judgment and Order)

DATE: January 28, 2026

TIME: 9:00 a.m.

DEPT: 3

Action Filed: September 29, 2023

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff Poul Bedri (“Plaintiff”) in this action. I am lead counsel for
5 Plaintiff’s in this case and I have personal knowledge of the matters stated herein and if called and
6 sworn as a witness, I would and could competently testify under oath thereto.

7 2. Enclosed as **Exhibit 1** is a true and correct copy of the Class Action and PAGA
8 Settlement Agreement.

9 **ATTORNEY QUALIFICATIONS**

10 3. My qualifications are as follow: I received my J.D. from the University of Southern
11 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor
12 on the Southern California Law Review where I published the article: *Taking the Fight Back to Title*
13 *VII: A Case for Redefining “Because of Sex” to Include Gender Stereotypes, Sexual Orientation,*
14 *and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law
15 school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and
16 U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel
17 of JM Eagle; and participated in the law school’s Employer Legal Advice Clinic.

18 4. After passing the California Bar, in December 2011, I began practicing management-
19 side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP
20 (“LBBS”). In 2013, I began focusing my practice at Lewis Brisbois on representing employers in
21 wage and hour class and PAGA action lawsuits. In January 2017, I was elevated to the position of
22 partner and vice chair of Lewis Brisbois’ Wage & Hour Class Action Practice Group. In November
23 2020, I was elevated as the co-chair of Lewis Brisbois Wage & Hour Class Action Practice Group,
24 becoming one of the youngest attorneys to chair a practice group at Lewis Brisbois. In January
25 2022, I was voted in as an equity partner, becoming one of the youngest equity partners and the
26 third Asian American equity partner in the history of this 1,500-attorney firm.

27 5. During my tenure as a wage and hour class action defense attorney, I have
28 represented employers in over 80 wage and hour class and/or PAGA action lawsuits. The following

1 is a list of wage and hour class and/or PAGA actions where I served as lead defense counsel or
2 primary handling attorney and in which final settlement approval was granted, I tried the case to
3 verdict, or I obtained a denial of motion for class certification: *Sylvia Martinez v. CCS Engineering*
4 *Fresno, Inc., et al.*, Los Angeles Superior Court, No. 22STCV14985, filed May 4, 2022 (PAGA
5 settlement approved on May 13, 2023); *Fidel Cruz v. Crescent Hotels & Resorts, LLC*, Sacramento
6 Superior Court, No. 34-2021-00299126, filed April 20, 2021 (PAGA settlement approved on
7 January 14, 2022); *Sidney Judge v. Aliso Viejo Brewing Company*, Orange County Superior Court,
8 No. 30-2021-01178139-CU-OE-CXC, filed January 8, 2021 (Class/PAGA settlement approved on
9 January 18, 2023); *Joseph Montgomery v. Copart, Inc.*, Sacramento Superior Court, No. 34-2020-
10 00280733, filed June 15, 2020 (Class/PAGA settlement approved on February 14, 2023); *Khawla*
11 *Majdoub v. Argent Hotel Management, LLC, et al.*, San Francisco Superior Court, No.
12 CGC20582921, filed February 13, 2020 (Class/PAGA settlement approved on September 9, 2022);
13 *Irene Quesada v. California Commerce Club, Inc.*, Los Angeles Superior Court, No.
14 19STCV41482, filed November 18, 2019 (PAGA settlement approved on November 17, 2021); *FPI*
15 *Management Wage and Hour Cases*, Los Angeles Superior Court, No. JCCP5050, filed August 19,
16 2019 (Class/PAGA settlement of two included cases approved on September 9, 2022); *Stephanie*
17 *Ouellette v. MKTG, Inc, et al.*, Los Angeles Superior Court, No. 19STCV27487, filed August 2,
18 2019 (Class/PAGA settlement approved on March 21, 2023); *Naomi Guynn-Neupane v. Magna*
19 *Legal Services, LLC, et al.*, U.S. District Court, Northern District of California, No. 5:19-CV-
20 02652, filed May 15, 2019 (Plaintiff's motion for class certification denied and defendant's motion
21 for summary judgment granted on October 6, 2021); *Janelle Murphy v. BBVA Compass*,
22 Sacramento Superior Court, No. 34-2018-00241658, filed September 28, 2018 (Class/PAGA
23 settlement approved on November 20, 2020); *George Gunn v. Shimadzu Precision Instruments,*
24 *Inc.*, Los Angeles Superior Court, No. BC719424, filed August 31, 2018 (Class/PAGA settlement
25 approved on June 22, 2020); *Lizbeth Garcia v. The Bay Clubs Company LLC*, San Diego Superior
26 Court, No. 37-2018-00029247-CU-OE-CTL, filed June 13, 2018 (PAGA settlement approved on
27 March 14, 2022); *Miguel Casillas v. FPI Management, Inc.*, Sacramento Superior Court, No. 34-
28 2018-00227643, filed February 22, 2018 (PAGA settlement approved on October 10, 2018); *Jesus*

1 *A. Hernandez v. J.V.C. Trucklines, Inc.*, San Bernardino Superior Court, No. CIVDS1714857, filed
2 August 3, 2017 (Class/PAGA settlement approved on May 22, 2018); *Mireya Castrejon v. CCS*
3 *Orange County Janitorial, Inc.*, Orange County Superior Court, No. 30-2017-00920076-CU-OE-
4 CXC, filed May 12, 2017 (Class/PAGA settlement approved on November 17, 2021); *Alfonso*
5 *Valadez v. California Commerce Club, Inc.*, Los Angeles Superior Court, No. BC644587, filed
6 December 20, 2016 (PAGA settlement approved on December 17, 2021); *Loreta B. Gharghani v.*
7 *Gefer Farms, Inc., et al.*, Los Angeles Superior Court, No. BC624938, filed June 23, 2016 (PAGA
8 settlement approved on January 14, 2021); *Salvador Magana v. Normandie Club Incorporated*, Los
9 Angeles Superior Court, No. BC621737, filed May 25, 2016 (Class/PAGA settlement approved on
10 October 26, 2018); *Kejuan Moore v. Farwest Insulation Contracting*, Los Angeles Superior Court,
11 No. BC588118, filed July 15, 2015 (PAGA settlement approved on August 26, 2016); *Maria*
12 *Dominguez v. Viva Bargain Center, Inc., et al.*, Los Angeles Superior Court, No. BC588049, filed
13 July 14, 2015 (Class/PAGA settlement approved on June 13, 2017); *Valentin Maracine v. Mesa*
14 *Verde Convalescent Hospital, Inc.*, Orange County Superior Court, No. 30-2015-00780115-CU-
15 OE-CXC, filed April 1, 2015 (Class/PAGA settlement approved on July 7, 2017); *Judy Pittacora, et*
16 *al. v. Aurora Vista Del Mar, LLC*, Ventura County Superior Court, No. 56-2014-00454445-CU-OE-
17 VTA, filed June 20, 2014 (Class/PAGA settlement approved on October 20, 2016); *Iffat "Iffy" Khan*
18 *v. FPI Management, Inc.*, Los Angeles Superior Court, No. BC541747, filed April 4, 2014
19 (Class/PAGA settlement approved on January 4, 2018); *Michael Luparello v. VIP Tours of*
20 *California, Inc., et al.*, Los Angeles Superior Court, No. BC538570, filed March 6, 2014 (First-
21 chaired certified class action trial through judgment on August 16, 2019); *Bertram Riddick v. WDI*
22 *International, Inc.*, Los Angeles Superior Court, No. BC507786, filed May 2, 2013 (Class
23 settlement approved on February 21, 2017); *Pedro Aviles v. Super A Foods, Inc.*, Los Angeles
24 Superior Court, No. BC504376, filed March 29, 2013 (Class/PAGA settlement approved on March
25 9, 2016); *Jose Chavez v. Vallarta Food Enterprises, Inc., et al.*, Los Angeles Superior Court, No.
26 BC490630, filed August 21, 2012 (Class/PAGA settlement approved on November 10, 2014); and
27 *Melinda Gonzalez v. Workforce Outsourcing, Inc., et al.*, Los Angeles Superior Court, No.
28 BC489320, filed July 31, 2012 (Class/PAGA settlement approved on February 5, 2016).

6. In July 2023, I joined Justice for Workers, P.C. (“JFW”) and began heading its Complex Litigation Practice Group where I focus my practice on representing employees in wage and hour class and PAGA action lawsuits. In my current practice at JFW, I serve as the lead plaintiff’s counsel on over 100 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 50 other class and/or PAGA actions at mediation. The following are cases in which I have received final approval of class action and/or PAGA settlement and I was appointed as class and/or PAGA counsel: *Linda Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA settlement granted on December 5, 2025; *Hai Luu v. Cambro Manufacturing Co.*, Orange County Superior Court, Case No. 30-2024-01389852-CU-OE-CXC, approval of PAGA settlement granted on November 7, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior Court Case No. 23STCV26247, final approval of class/PAGA settlement granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case No. CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted on August 19, 2025; *Pedro Hernandez v. Steps Apparel Group, Inc., et al.*, Los Angeles Superior Court Case No. 23STCV27883, approval of PAGA settlement granted on August 13, 2025; *Doelisha Kelly v. Pan American Properties, Inc.*, Orange County Superior Court Case No. 30-2023-01362739-CU-OE-CXC, approval of PAGA settlement granted on July 11, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Chinyere*

1 *Ezekwesili v. Vermont HealthCare Center LLC*, Los Angeles Superior Court Case No.
2 24STCV17871, approval of PAGA settlement granted on June 11, 2025; *Jorge Nieto v. Pick-Your-*
3 *Part Auto Wrecking*, Riverside Superior Court Case No. CVRI2402255, approval of PAGA
4 settlement granted on May 29, 2025; *Ted Kim v. Hyundai America Technical Center, Inc.*, San
5 Bernardino Superior Court Case No. CIVSB2326861, approval of PAGA settlement granted on
6 May 21, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-
7 00249, final approval of class/PAGA settlement granted on May 7, 2025; *Isaias Velasco v. Nature's*
8 *Produce*, Los Angeles County Superior Court Case No. 23STCV23811, approval of PAGA
9 settlement granted on April 29, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo
10 Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April
11 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No.
12 BCV-23-103067, final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha*
13 *Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final
14 approval of class/PAGA settlement granted on December 18, 2024.

15 7. Since December 2024, I have recovered, or am in the process of recovering, more
16 than \$36 million from wage and house class action and PAGA settlements for employees across the
17 State of California.

18 **CLASS COUNSEL'S LODESTAR AND REQUESTED FEE AWARD**

19 8. In assessing the reasonableness of the billing rates for the attorneys at Justice for
20 Workers, P.C., the firm refers to the "Laffey Matrix" to set hourly billing rates. *See*
21 <http://www.laffeymatrix.com>. The Laffey Matrix is a fee schedule used by many courts throughout
22 the United States, including some California state courts and federal district Courts. The Laffey
23 Matrix is a well-established objective source that California courts have relied on in assessing
24 hourly rates since 2005. *See In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005)
25 366 F.Supp.2d 912, 921 (confirming use of the Laffey Matrix adjusted to account for locality pay
26 differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755, 2017
27 WL 4330597, at *4 (reversed on other grounds). When comparing the billing rates for attorneys at
28 Justice for Workers, P.C. with the Laffey Matrix, the attorneys either bill at or below the rate for

1 similarly skilled and tenured legal professionals.

2 9. The rates charged by Justice for Workers, P.C. are in line with the prevailing rates of
3 attorneys in the local legal community for similar work and, if this were a defense matter, these are
4 the charges that would be made and presented to the client. Moreover, the reasonableness of Class
5 Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable
6 counsel practicing complex and class litigation as detailed in the National Law Journal Billing
7 Survey. *See e.g. Zest IP Holdings, LLC v. Implant Direct MFG, LLC* (S.D. Cal. 2014) 2014 U.S.
8 Dist. LEXIS 167563 (S.D. Cal. 2014) (finding, in 2014, "Mayer Brown's \$775 average billing rate
9 for partners" and "\$543 average associate billing rate" are reasonable rates when compared within
10 21 other firms practicing in the Southern District of California). This survey is useful to show that
11 my firm's rates are in line with the comparable rates of the defense counsel that opposes these types
12 of class claims, such as Mayer Brown. Similarly, Paul Hastings, another opposing counsel in these
13 types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates.

14 10. As of the execution of this Declaration, attorneys at Justice for Workers, P.C.
15 incurred lodestar totaling \$326,205.00 and 385.2 attorney hours in this matter. I have reviewed my
16 firm's lodestar in this matter and believe the charges are reasonable and were reasonably necessary
17 to the conduct of the case. The lodestar is itemized in the following table:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (15 th Year Attorney)	\$948	\$900	298.30	\$268,470.00
Young K. Park (14 th Year Attorney)	\$948	\$900	28.40	\$25,560.00
Tiffany L. Luu (5 th Year Attorney)	\$581	\$550	58.50	\$32,175.00
		TOTAL	385.2	\$326,205.00

25 11. The work performed by Class Counsel include, but are not limited to: multiple case
26 initiation meetings with Plaintiff and review of documents provided by Plaintiff; detailed
27 investigation into Defendant's prior class actions and litigation history; legal research and
28 investigation regarding the Defendant's practices at various points in the litigation; analyzing and

1 recreating Defendant's regular rate analysis based on Plaintiff's records; preparation and submission
2 of Plaintiff's PAGA notice letter; preparation of the Complaints and status conferences; extensive
3 meet and confer correspondence and discussions with Defendant's counsel regarding case
4 management, mediation, liability analysis, and informal discovery for mediation; analysis of the
5 informal discovery production; analysis of Defendant's collective bargaining agreements; working
6 with expert data scientist to analyze the records, and preparation of a damages model; conducting
7 independent analysis of the pre-mediation to verify the expert's analysis; research and preparation
8 of Plaintiffs' mediation brief and participation in mediation; negotiating multiple drafts of the
9 Memorandum of Understanding, Agreement, and attachments thereto; research; preparation,
10 finalization, and filing Motion for Preliminary Approval, Motion for Final Approval, Motion for
11 Class Representative Service Awards and Attorney's Fees and Costs and accompanying filings;
12 preparing for and attending hearings on these Motions; overseeing the notice administration process
13 and distribution of funds; communications with Class Members regarding the Settlement, notice
14 administration, and settlement approval; and communications with Plaintiffs regarding mediation,
15 settlement, and settlement approval.

16 12. Additionally, Class Counsel estimate they will devote no less than 10 hours,
17 although likely more time, to additional tasks, which are hours not included in the foregoing
18 lodestar total. These additional hours will include time spent to obtain and monitor approval of the
19 Settlement and requested awards, oversee the settlement administration process and distribution of
20 funds, respond to inquiries from Class Members, and communicate with Plaintiff regarding the
21 case.

22 13. Thus, Class Counsel's requested fee award represents a **2.52** lodestar multiplier.

23 **THE REQUESTED FEE AWARD IS FAIR AND REASONABLE**

24 14. As fully briefed in Plaintiff's Motions for Preliminary Approval of Class Action and
25 PAGA Settlement, the Gross Settlement Amount of \$2,469,000.00 represents approximately
26 65.17% of the realistic classwide recovery as analyzed by Class Counsel.

27 15. The 6,628 Participating Class Member will receive an average Individual Class
28 Payment of \$326.43 and a high of \$210.74 from an estimated Net Settlement Amount of

1 \$1,396,586.93. This represents an excellent recovery for the Class considering Defendant's
2 vigorous defense and the risks of continued litigation.

3 16. Notably, after being provided with notice of the Settlement and the requested Class
4 Counsel Fees Payment, there are zero opt-outs and zero objections by Class Members. As every
5 Participating Class Member will receive his or her Individual Class Payment, it is only equitable
6 that the Class also pay their pro rata share of attorney's fees at a reasonable percentage-of-recovery
7 rate to compensate Class Counsel for their efforts in creating the common fund.

8 17. In reaching this Settlement, Class Counsel carefully considered the strength of the
9 case versus the amount offered in settlement, as well as the risk, expense, and complexity of
10 maintaining class certification through trial. While Class Counsel is confident about the strength of
11 Plaintiff's claims, they recognize that Defendant has factual and legal defenses that, if successful,
12 would potentially defeat or substantially impair the value of the lawsuit.

13 18. As fully briefed in Plaintiff's Preliminary Approval Motion, Defendant presented a
14 host of defenses, both legal and factual, which potentially could have fragmented the Class into
15 much smaller subclasses, significantly limited the recovery potential for the Class, and dragged the
16 litigation out for years to come. These defenses include, but are not limited to, enforcement of
17 arbitration agreements signed by a significant portion of Class Members; seeking summary
18 adjudication in the overtime and paid sick leave claims of Class Members subject to collective
19 bargaining agreements, which made up a substantial percentage of the Class, under the Labor
20 Management Relations Act ("LMRA") preemption doctrine; contesting class certification based on
21 commonality and manageability arguments; engaging in a "battle of the experts" regarding whether
22 Class Members were overpaid due to Defendant's regular rate calculation and therefore Defendant
23 is entitled to an offset; contesting derivative statutory waiting time and wage statement penalties
24 based on the "willfulness" and "knowing and intentional," and seeking reduction of PAGA
25 penalties based on the Court's discretion

26 19. Continuing to litigate this action would require continued and extensive resources
27 coupled with significant court time to proceed through contested certification, trial, and post-trial
28 motions, which can often take years. Furthermore, wage and hour litigation is complex and

1 expensive, as it often necessitates extensive expert testimony, particularly with regards to damages.
2 But even if Plaintiff were successful at trial, Class Counsel are acutely aware that a judgment does
3 not end the litigation, and they fully expect that Defendant would likely appeal any judgment.
4 Having litigated every stage of complex wage and hour actions, including trying a class action to
5 verdict, litigating motions for class certification and summary judgment, and arguing appeals before
6 appellate courts, Class Counsel is acutely aware of these risks

7 20. While the Gross Settlement Amount represents a discount on Class Counsel's overall
8 estimate of the damages, this reduction is an extremely reasonable compromise considering the
9 challenges of continued litigation, including but not limited to, maintaining class certification, and
10 establishing liability on all claims against Defendant. The Settlement commits Defendant to create a
11 Gross Settlement Amount, from which the Class will derive a significant financial recovery for their
12 alleged damages and extinguish the risks of continued litigation, including a potential bankruptcy
13 and/or an appeal that would likely be filed following a judgment in Plaintiff's favor. Such efforts
14 would likely result in a delay of several years before this case would be resolved, with no guarantee
15 of recovery, whereas the Settlement provides for an average recovery of \$210.74, placing it well
16 within the range of reasonableness.

17 21. Furthermore, the Class greeted news of the Settlement with 100% of the Class
18 Members participating in the Settlement. The unanimous approval by the Participating Class
19 Members evidences the positive overall result of the litigation.

20 22. Justice for Workers, P.C. undertook this litigation on a contingent-fee basis,
21 assuming a significant risk that the litigation would yield no recovery after many years of work.
22 Unlike defense attorneys who are paid an hourly rate and reimbursed for their expenses on a regular
23 basis, Justice for Workers, P.C. has not been compensated for any time or expenses to date.

24 23. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an
25 hourly basis and thus can obtain representation only if they can find counsel who are willing to
26 accept their case on a contingent basis and agree to advance either all or a significant portion of the
27 costs. At the same time, most plaintiff's attorneys are neither able nor willing to accept such
28 contingent cases unless they can anticipate that they will recover a fee greater than they would have

1 recovered if paid on an hourly basis if they prevail after time-consuming and expensive litigation.
2 Plaintiffs' attorneys, especially in class actions, face the risk that even if they are successful in
3 litigating a case through trial, that Defendant could be judgment-proof, raising the possibility that
4 Class would receive no payment at all.

5 24. Finally, in taking this case on a purely contingency basis, Class Counsel had to turn
6 away other fee generating work because the case required Class Counsel to not only devote
7 considerable time and resources to effectively prosecute and settle this action, but also wait until the
8 Settlement is fully funded before finally being made whole.

9 25. The requested attorney's fee award of one-third of the common fund is a reasonable
10 arrangement to obtain competent counsel in the marketplace for representation in wage and hour
11 class actions of this nature and consistent with percentage-of-common-fund fee awards that Class
12 Counsel have received across multiple courts within the State of California. *See* ¶ 8, *supra*, for a list
13 of class action and/or PAGA settlement for which Class Counsel have received settlement approval.

14 26. Class Counsel were opposed in this litigation by counsel at GBG LLP, a boutique
15 employment defense firm founded by former Paul Hastings attorneys specializing in representing
16 large hospitals and healthcare networks, and who vigorously advocated on behalf of Defendant. In
17 the face of such experienced opposition, Class Counsel was able to develop an effective case
18 strategy to combat Defendant's defenses and negotiate with counsel for Defendant to settle the case
19 for an amount that provides real benefit to the Class with reasonable hours expended.

20 **CLASS COUNSEL'S REQUESTED LITIGATION COSTS SHOULD BE APPROVED.**

21 27. Class Counsel seeks an award of **\$12,673.38** in verified litigation costs. The
22 requested cost award include \$12,563.07 in costs incurred to date and future estimated costs of
23 \$77.97 for filing this Motion, \$77.97 for filing the Motion for Final Approval of Class Action and
24 PAGA Settlement, \$16.17 for filing any supplemental briefing and/or amended proposed order for
25 this Motion, and \$16.17 for filing the Administrator's Declaration of Distribution. Enclosed as
26 **Exhibit 2** is a true and correct copy of Class Counsel's itemized costs.

27 28. All of Class Counsel's out-of-pocket expenses are the types of expenses normally
28 charged to paying clients including the following: filing fees, certified mail costs, mediation fees,

1 and expert costs, which were all incurred during, and were necessary for the successful prosecution
2 of the litigation and, thus, should be reimbursed.

3 **THE CLASS REPRESENTATIVE SERVICE PAYMENT SHOULD BE APPROVED**

4 29. Plaintiff seeks a Class Representative Service Payment of \$2,000.00 and Class
5 Counsel submits this amount is reasonable. Plaintiff's requested Service Payment is in recognition
6 of the time and effort Plaintiff expended and risks Plaintiff undertook on behalf of the Class.
7 Throughout this case, Plaintiff has remained in regular communication with Class Counsel to
8 discuss litigation strategy, Defendant's wage and hour policies, potential witnesses, updates on case
9 proceedings, and settlement proceedings. Plaintiff also devoted a substantial amount of time toward
10 reviewing and gathering documents and records related to the claims in this case, and also the
11 Agreement. Accordingly, Class Counsel submits that requested Service Payment is reasonable and
12 should be approved.

13 30. Notably, after receiving notice of the proposed Class Representative Service
14 Payment for Plaintiff, no Class Member objected to the amount.

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

17 Executed on December 30, 2025 at Los Angeles, California.

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20 William C. Sung
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Poul Bedri (“Plaintiff”) and defendant City of Hope National Medical Center (“COHNMC”). The Agreement refers to Plaintiff and COHNMC collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against COHNMC captioned *Poul Bedri v. City of Hope National Medical Center*, Case No. 23STCV23713, initiated on September 29, 2023, amended on October 25, 2023, and further amended on November 20, 2024, and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a person employed by COHNMC in California and classified as non-exempt who worked for COHNMC during the PAGA Period.
- 1.5 “Class” means all persons employed by COHNMC in California and classified as non-exempt who worked for COHNMC during the Class Period.
- 1.6 “Class Counsel” means William C. Sung and Tiffany L. Luu of Justice for Workers, P.C.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in COHNMC’s possession including the Class Member’s name, last known mailing address, Social Security number, and number of Class Period Pay Periods and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources,

methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement. An English only notice is sufficient because COHNMC requires its employees to be proficient in English and communicates with its employees in English.
- 1.12 “Class Period” means the period from June 22, 2022, to date of preliminary approval or January 20, 2025, whichever is earlier.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as Class Representative.
- 1.14 “Class Representative Service Payment” means the payments to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “COHNMC” means named Defendant City of Hope National Medical Center, a California Corporation.
- 1.17 “Defense Counsel” means Elizabeth A. Brown of GBG LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) or the later of 60 days after entry of Judgment or the resolution of any appeal, including expiration of any time to seek reconsideration or further review.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$2,469,000.00 which is the total amount COHNMC agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator’s Expenses.

- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25 percent of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (a).
- 1.27 “LWDA PAGA Payment” means the 75 percent of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) (2024) (amended July 1, 2024).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “Operative Complaint” means the Second Amended Complaint filed on November 20, 2024.
- 1.31 “PAGA Pay Period” means any Pay Period during the PAGA Period which an Aggrieved Employee is employed by COHNMC and for whom COHNMC’s records indicate that the Aggrieved Employee performed work.
- 1.32 “PAGA Period” means the period from August 17, 2022, to date of preliminary approval or January 20, 2025, whichever is earlier.
- 1.33 “PAGA” means the Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*).
- 1.34 “PAGA Notice” means the letter dated August 17, 2023, sent to COHNMC and the LWDA by Class Counsel providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.35 “PAGA Penalties” means the total amount of PAGA civil penalties, i.e., \$200,000.00, to be paid from the Gross Settlement Amount, allocated 25 percent to the Aggrieved Employees (\$50,000.00) and the 75 percent to the LWDA (\$150,000.00) in settlement of Released PAGA Claims.

- 1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 “Pay Period” means any bi-weekly pay cycle of COHNMC, which includes 14 calendar days.
- 1.38 “Plaintiff” means Poul Bedri.
- 1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.40 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.43 “Released Parties” means COHNMC and each of its former and present directors, officers, employees, owners, agents, attorneys, insurers, reinsurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.45 “Response Deadline” means 45 days after the Administrator mails the Class Notice, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiration date.
- 1.46 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On September 29, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against COHNMC for (1) minimum wage violations; (2) overtime wage violations; (3) meal period violations; (4) rest period violations; (5) wage statement penalties; and (6) waiting time penalties. On October 25, 2023, Plaintiff filed a First Amended Complaint alleging a cause of action against COHNMC for civil penalties under the PAGA on behalf of all Aggrieved Employees during the PAGA Period.
- 2.2 On October 22, 2024, the Parties participated in a full-day mediation presided over by

Kelly A. Knight of Kelly A. Knight Mediation which led to this Agreement to settle the Action.

- 2.3 On November 20, 2024, Plaintiff submitted for filing a Second Amended Complaint, via a Stipulation for Leave to File Second Amended Complaint, to allege the same causes of action against COHNMC on behalf of the Class during the Class Period, stating the following causes of action: (1) minimum wage violations; (2) overtime wage violations; (3) meal period violations; (4) rest period violations; (5) wage statement penalties; (6) waiting time penalties; and (7) civil penalties under the PAGA on behalf of the class of non-exempt employees of COHNMC, alleging violations of various Labor Code provisions, applicable sections of the Fair Labor Standards Act, and the applicable Industrial Commission Wage Orders. The Second Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). COHNMC denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged. The Parties have agreed that COHNMC is not required to file a formal Answer to the Second Amended Complaint. In the event the Court does not grant either Final Approval of the Settlement or if the Settlement is overturned on appeal, the Second Amended Complaint shall be deemed withdrawn and the operative complaint shall revert to be the First Amended Complaint.
- 2.4 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff properly exhausted his administrative remedies by giving timely written notice via the PAGA Notice to COHNMC and the LWDA and waiting for 65 days to lapse without receiving a response from the LWDA.
- 2.5 Prior to mediation and negotiating the Settlement, Plaintiff obtained, through informal discovery, (1) Plaintiff’s personnel and payroll records; (2) COHNMC’s policies related to meal and rest periods, meal attestation, payroll cycle, working hours, timekeeping, travel and business expense reimbursement, benefits, and general expectations of employment; (3) Collective Bargaining Agreements between COHNMC and the unions representing certain Class and Aggrieved Employees; (4) samples of the Class Data—specifically, a five percent sampling of time and pay records from August 17, 2022, through July 27, 2024; and (5) additional Class Data counts sufficient for Plaintiff and Class Counsel to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996), and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).
- 2.6 The Court has not granted class certification.
- 2.7 Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, COHNMC promises to pay \$2,469,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. COHNMC has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to COHNMC.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$2,000.00 (in addition to any Individual PAGA Payment and any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (approximately 33.33 percent) of the Gross Settlement Amount, which is currently estimated to be \$823,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds COHNMC harmless, and indemnifies COHNMC from any dispute or

controversy regarding any division or sharing of any of these Payments.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$34,850.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$34,850.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods worked.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 80 percent of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.
 - 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$200,000.00 to be paid from the Gross Settlement Amount, with 75 percent (\$150,000.00) allocated to the LWDA PAGA Payment and 25 percent (\$50,000.00) allocated to the Individual PAGA Payments.
 - 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25 percent share of PAGA Penalties (\$50,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods worked. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.5.2 If the Court approves PAGA Penalties of less than the amount

requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Pay Periods and Aggrieved Employee Pay Periods. Based on a review of its records to date between June 22, 2022 and July 27, 2024, COHNMC estimates there are 6,113 Class Members who collectively worked a total of 261,000 Pay Periods, and 6,105 Aggrieved Employees who worked a total of 227,831 PAGA Pay Periods.
- 4.2 Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, COHNMC will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. COHNMC has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. COHNMC shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay COHNMC's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within thirty (30) days after COHNMC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. No later than ten (10) days prior to mailing the payment, the Administrator shall provide calculations to all counsel for approval; counsel for the parties must provide approval no later than five (5) days prior to mailing.
 - 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was

returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, and requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate COHNMC to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when the court grants Final Approval of the Settlement, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences premised on the facts stated in the Operative Complaint arising between June 22, 2022 and the date of the entry of the order granting preliminary approval of the Settlement, including without limitation claims under the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Industrial Welfare Commission Wage Orders, including, *inter alia*, Wage Order Nos. 4-2001 and 5-2001, for failure to pay wages for all hours worked (including, and not limited to, regular, minimum, and overtime wages, wages for alleged failure to properly calculate

regular rate of pay, and wages for alleged off-the-clock work); failure to provide compliant meal periods and/or to pay meal period premiums; failure to authorize and permit compliant rest periods and/or to pay rest period premiums; failure to pay meal and rest premiums at the accurate rate; failure to provide compliant wage statements; failure to pay wages timely during employment; failure to pay wages timely upon termination of employment; failure to pay waiting time penalties; failure to keep complete and accurate payroll records; and all claims for unfair business practices under the California Business & Professions Code that were made or could have been premised on the facts, factual predicates, claims, causes of action, or legal theories described above and, once Plaintiff negotiates his Individual Class Payment check, claims arising out of the facts alleged in the Operative Complaint that could have been brought under the Fair Labor Standards Act (“FLSA”) (“Plaintiff’s Release”). Plaintiff understands and agrees that this release includes a good-faith compromise of disputed wage claims. Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, and workers’ compensation benefits that arose at any time or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, 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.”

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or could have been alleged, based on the facts and/or factual predicates stated in the Operative Complaint, arising between June 22, 2022 and the date of the entry of the order granting preliminary approval of the Settlement, including without limitation claims under the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Industrial Welfare Commission Wage Orders, including, *inter alia*, Wage Order Nos. 4-2001 and 5-2001, for failure to pay wages for all hours worked (including, and not limited to, regular, minimum, and overtime wages, wages for alleged failure to properly calculate regular rate of pay, and wages for alleged off the clock work); failure to provide compliant meal periods and/or to pay meal period premiums; failure to authorize and permit compliant rest periods

and/or to pay rest period premiums; failure to pay meal and rest premiums at the accurate rate; failure to provide compliant wage statements; failure to pay wages timely during employment; failure to pay wages timely upon termination of employment; failure to pay waiting time penalties; failure to keep complete and accurate payroll records; and all claims for unfair business practices under the California Business & Professions Code that were made or could have been premised on the facts, factual predicates, claims, causes of action or legal theories described above, as well as for the Participating Class Members who negotiate their Individual Class Payment check, claims arising out of the facts alleged in the Operative Complaint that could have been brought under the FLSA (“Released Class Claims”). Except as set forth in Sections 5.1 and 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. The Participating Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

- 5.3 Release by Aggrieved Employees: In consideration of the payment of PAGA Penalties, all Aggrieved Employees (which includes all Participating Class Members and all Non-Participating Class Members who are Aggrieved Employees) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for PAGA penalties that were alleged, or that could have been alleged, based on the facts and/or factual predicates stated in the Operative Complaint and PAGA Notice, arising between August 17, 2022 and the date of the entry of the order granting preliminary approval of the Settlement, including all claims for civil penalties under the PAGA, California Labor Code section 2698 *et seq.*, under the Industrial Welfare Commission Wage Orders and California Labor Code sections, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.3, 226.7, 245, 245.5, 246, 246.5, 247, 247.5, 248-248.5, 256, 510, 512, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, and Industrial Welfare Commission Wage Orders, including, *inter alia*, Wage Order Nos. 4-2001 and 5-2001, for failure to pay wages for all hours worked (including, and not limited to, regular, minimum, and overtime wages, wages for alleged failure to properly calculate regular rate of pay, and wages for alleged off the clock work); failure to provide compliant meal periods and/or to pay meal period premiums; failure to authorize and permit compliant rest periods and/or to pay rest period premiums; failure to pay meal and rest premiums at the accurate rate; failure to provide sick leave; failure to pay sick leave at the accurate rate; failure to provide compliant wage statements; failure to pay wages timely during employment; failure to pay wages timely upon termination of employment; failure to pay waiting time penalties; and failure to keep complete and accurate payroll records (“Released PAGA Claims”). Excluded from the Released PAGA Claims is the PAGA cause of action brought on behalf of employees during the time period worked at City of Hope Medical Foundation that are currently alleged in the First Amended Complaint For Violation of the California Labor Code Private Attorneys General Act of 2004, entitled *Jenny Avalos v. City of Hope Medical Foundation*, Los Angeles Superior Court, Case No.

24STCV0646, with respect to City of Hope Medical Foundation.

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

- 6.1 COHNMC’s Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, COHNMC will prepare and deliver to Class Counsel a signed Declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator, if any, as well as any other pending matter or action, if any, asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from the Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish an interest-bearing settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Pay Periods, and PAGA Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Pay Periods and PAGA Period Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-

mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, date of birth, last four digits of social security number, employee identification number or other comparable information reasonably identifying the Class Member; address; and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees are bound to the PAGA Settlement or Released PAGA Claims whether or not they exclude themselves from the Class Settlement and become a Non-Participating Class Member. Aggrieved Employees who submit a valid and timely Request for Exclusion from the Class Settlement and become a Non-Participating Class Member shall still be entitled to their Individual PAGA Payment, and will release all Released PAGA Claims.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The

Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

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

7.7.2 Participating Class Members may send written objections to the Administrator,

by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 **Non-Participating Class Members** have no right to object to any of the class action components of the Settlement.

7.8 **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 **Website, Email Address and Toll-Free Number.** The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 **Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 **Pay Period Challenges.** The Administrator has the authority to address and

make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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

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

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, COHNMC estimates that, between June 22, 2022 and July 27, 2024, (1) there are 6,113 Class Members and 261,000 total Pay Periods during the Class Period specified above and (2) there were 6,105 Aggrieved Employees who worked 227,831 PAGA Pay Periods during the PAGA Period specified above. If the total Pay Periods between June 22, 2022 and July 27, 2024 is 10% higher (287,100 Pay Periods), then COHNMC shall have the option to either: (1) de-escalate the Settlement so that the Class Period ends on the date that the Pay Periods count totals no more than 287,100; or (2) permit the Gross Settlement Amount to be increased proportionally by the Pay Periods in excess of 10% (or 287,100 Pay Periods). For example, if the number of Pay Periods is 11% higher, the Gross Settlement Amount will increase by 1%.

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

Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

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

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

10.2 Duty to Cooperate and Effect of Non-Approval. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. If the Court does not grant final approval of the Settlement, this Agreement shall be null and void and the Parties shall return to *status quo ante* and the SAC shall be deemed withdrawn.

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

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, all Participating Class Members who did not object to the Settlement as provided in this Agreement and all Aggrieved Employees waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such

time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members or Aggrieved Employees pursuant to Section 5 above), this Agreement shall be null and void, the Parties shall return to *status quo ante*, and the SAC shall be deemed withdrawn. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment(s) or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

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

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, COHNMC, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to

report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, COHNMC and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members. In addition, the Parties agree there will be no publicity of the Agreement at any time.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, including but not limited to the Memorandum of Understanding executed on October 29, 2024.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and COHNMC, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, COHNMC, or Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information, shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by COHNMC in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from COHNMC unless, prior to the Court's discharge of the Administrator's obligation, COHNMC makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given

the day sent by email addressed as follows:

To Plaintiff's Counsel:

Via Email

william@justiceforworkers.com

tluu@justiceforworkers.com

To COHNMC's Counsel:

Via Email

lisabrown@gbgllp.com

janetgogna@gbgllp.com

barbralinsenbigler@gbgllp.com

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

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 12 / 11 / 2024

Bedri Poul

Plaintiff Poul Bedri

Dated: _____

Cristin O'Callahan

General Counsel

For Defendant City of Hope National
Medical Center

APPROVED AS TO FORM AND CONTENT:

JUSTICE FOR WORKERS, P.C.

Dated: 12/11/2024

William C. Sung

William C. Sung

Tiffany L. Luu

Counsel for Plaintiff Poul Bedri and the
Class/Aggrieved Employees

the day sent by email addressed as follows:

To Plaintiff's Counsel:
Via Email

william@justiceforworkers.com
tluu@justiceforworkers.com

To COHNMC's Counsel:
Via Email

lisabrown@gbgllp.com
janetgogna@gbgllp.com
barbralinsenbigler@gbgllp.com

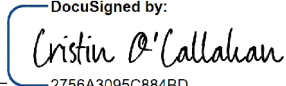
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument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

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Dated: _____

Plaintiff Poul Bedri

Dated: 12/12/2024

DocuSigned by:

2756A3095C884BD...
Cristin O'Callahan
General Counsel
For Defendant City of Hope National
Medical Center

APPROVED AS TO FORM AND CONTENT:

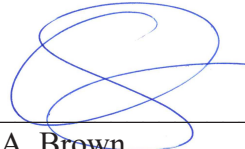
JUSTICE FOR WORKERS, P.C.

Dated: _____

William C. Sung
Tiffany L. Luu
Counsel for Plaintiff Poul Bedri and the
Class/Aggrieved Employees

GBG LLP

Dated: December 12, 2024



Elizabeth A. Brown
Counsel for Defendant City of Hope National
Medical Center

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

Poul Bedri v. City of Hope National Medical Center
Los Angeles Superior Court Case No. 23STCV23713

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

You may be eligible to receive money from the settlement of an employee class and representative action lawsuit (“Action”) brought by former employee Poul Bedri (“Plaintiff”) against City of Hope National Medical Center (“COHNMC”) for alleged wage and hour violations. The Action seeks alleged back wages including overtime pay, meal and rest period premiums, and penalties, including civil penalties under the California Private Attorney Generals Act, California Labor Code section 2698, et seq. (“PAGA”) for all persons employed by COHNMC as non-exempt in California during the relevant timeframes. COHNMC denies the allegations and the settlement represents a compromise of disputed claims.

In this notice, several time periods are discussed. “Class Period” means June 22, 2022 to the date a preliminary approval order is entered or January 20, 2025, whichever is earlier. “PAGA Period” means August 17, 2022 to the date a preliminary approval order is entered or January 20, 2025, whichever is earlier. Unless otherwise specified, the defined terms in this Notice have the same meaning as the defined terms in the Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) approved by the Los Angeles County Superior Court (“Court”).

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

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to

have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires COHNMC to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against COHNMC.

If you worked for COHNMC during the Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims. You will also no longer have the right to assert PAGA Period penalty claims against COHNMC.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a timely written Request for Exclusion or otherwise notifying the Administrator in writing, including the required information. If you opt-out of the Settlement, you will not receive an Individual Class Payment and will preserve your right to personally pursue Class Period wage claims against COHNMC. You cannot opt-out of the PAGA portion of the proposed Settlement; therefore, if you are an Aggrieved Employee, even if you opt-out of the Class Settlement, you will remain eligible for an Individual PAGA Payment and you will give up your right to assert PAGA Period penalty claims against COHNMC.

COHNMC will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against COHNMC that are covered by this Settlement (Released Claims), as specified in Sections 3.9 and 3.10 of this Notice.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Sections 3.6 and 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. COHNMC must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue claims released pursuant to Section 3.10 of this Notice.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class Settlement, other than the PAGA settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person, or by telephone or by using the Court's virtual appearance platform if permitted by the Court. Participating Class Members can verbally object to the class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Pay Periods you performed work at least one day during the Class Period and how many Pay Periods you performed work at least one day during the PAGA Period, respectively. The number of Class Pay Periods and number of PAGA Pay Periods you worked according to COHNMC's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former COHNMC employee who alleges that COHNMC violated California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide meal

and/or rest periods, failure to properly pay meal and/or rest period premiums, failing to provide accurate wage statements, and failing to pay all wages due at termination. Plaintiff seeks damages and penalties, including civil penalties under the PAGA for the underlying violations as well as for purported violations of the California sick leave statutes. Plaintiff is represented by attorneys in the Action: William C. Sung and Tiffany L. Luu of Justice for Workers, P.C. (“Class Counsel”).

COHNMC strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. The Court has made no determination regarding the merits of Plaintiff’s allegations and has not found that COHNMC violated any laws.

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

As noted above, the Court has made no determination whether COHNMC or Plaintiff are correct on the merits. In the meantime, Plaintiff and COHNMC hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were ultimately successful. By signing a lengthy written Settlement Agreement and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and COHNMC have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, COHNMC does not admit any violations or concede the merit of any claims, and it continues to deny that it owes any Class Member any wages, restitution, penalties or other damages.

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

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

1. COHNMC Will Pay \$2,469,000.00 as the Gross Settlement Amount (“Gross Settlement”). COHNMC has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and a payment to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, COHNMC will fund the Gross Settlement not more than thirty (30) days after the Effective Date. The Effective Date is when the time for filing an appeal of the Judgment is exhausted, or a later date if the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,

Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$823,000.00 (one-third [or 33.1/3%] of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$2,000.00 as the Class Representative Award to Plaintiff for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive under the Settlement Agreement other than each Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$34,850.00 to the Administrator for services administering the Settlement.
- D. Up to \$200,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions, other than the PAGA Settlement. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Pay Periods.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and COHNMC are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and the remaining eighty percent (80%) to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. COHNMC will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms, as needed.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for

Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against COHNMC but not PAGA penalties.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments (if any) and will give up their right to assert PAGA claims against COHNMC based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and COHNMC have agreed that, in either case, the Settlement will be void: COHNMC will not pay any money and Class Members will not release any claims against COHNMC.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and objections. The Administrator will also decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Effective Date and COHNMC has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be

part of any other lawsuit against COHNMC or other Released Parties for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or could have been alleged, based on the facts and/or factual predicates stated in the Operative Complaint, arising between June 22, 2022 and the date of the entry of the order granting preliminary approval of the Settlement, including without limitation claims under the California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 246, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Industrial Welfare Commission Wage Orders, including, *inter alia*, Wage Order Nos. 4-2001 and 5-2001, for failure to pay wages for all hours worked (including, and not limited to, regular, minimum, and overtime wages, wages for alleged failure to properly calculate regular rate of pay, and wages for alleged off the clock work); failure to provide compliant meal periods and/or to pay meal period premiums; failure to authorize and permit compliant rest periods and/or to pay rest period premiums; failure to pay meal and rest premiums at the accurate rate; failure to provide compliant wage statements; failure to pay wages timely during employment; failure to pay wages timely upon termination of employment; failure to pay waiting time penalties; failure to keep complete and accurate payroll records; and all claims for unfair business practices under the California Business & Professions Code that were made or could have been premised on the facts, factual predicates, claims, causes of action or legal theories described above, as well as, for the Participating Class Members who negotiate their Individual Class Payment check, claims arising out of the facts alleged in the Operative Complaint that could have been brought under the FLSA (“Released Class Claims”). Except as set forth in Sections 5.1 and 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period. The Participating Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

10. Aggrieved Employees’ PAGA Release. After the Effective Date and COHNMC has funded the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against COHNMC, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement (i.e., Non-Participating Class Members), cannot sue, continue to sue, or participate in any other PAGA claim

against COHNMC or the other Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

In consideration of the payment of PAGA Penalties, all Aggrieved Employees (which includes all Participating Class Members and all Non-Participating Class Members who are Aggrieved Employees) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims for PAGA penalties that were alleged, or that could have been alleged, based on the facts and/or factual predicates stated in the Operative Complaint and PAGA Notice, arising between August 17, 2022 and the date of the entry of the order granting preliminary approval of the Settlement, including all claims for civil penalties under the PAGA, California Labor Code section 2698 et seq., under the Industrial Welfare Commission Wage Orders and California Labor Code sections, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 218, 226, 226.3, 226.7, 245, 245.5, 246, 246.5, 247, 247.5, 248-248.5, 256, 510, 512, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, and Industrial Welfare Commission Wage Orders, including, inter alia, Wage Order Nos. 4-2001 and 5-2001, for failure to pay wages for all hours worked (including, and not limited to, regular, minimum, and overtime wages, wages for alleged failure to properly calculate regular rate of pay, and wages for alleged off the clock work); failure to provide compliant meal periods and/or to pay meal period premiums; failure to authorize and permit compliant rest periods and/or to pay rest period premiums; failure to pay meal and rest premiums at the accurate rate; failure to provide sick leave; failure to pay sick leave at the accurate rate; failure to provide compliant wage statements; failure to pay wages timely during employment; failure to pay wages timely upon termination of employment; failure to pay waiting time penalties; and failure to keep complete and accurate payroll records ("Released PAGA Claims"). Excluded from the Released PAGA Claims is the PAGA cause of action brought on behalf of employees during the time period worked at City of Hope Medical Foundation that are currently alleged in the First Amended Complaint For Violation of the California Labor Code Private Attorneys General Act of 2004, entitled *Jenny Avalos v. City of Hope Medical Foundation*, Los Angeles Superior Court, Case No. 24STCV0646 with respect to City of Hope Medical Foundation.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods worked. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to

settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to wage tax withholding and will be reported on an IRS W-2 Form. The remaining 80% of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage tax withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.

2. Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$50,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods worked. The Individual PAGA Payment is not subject to wage tax withholdings and will be reported on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
3. Pay Period Challenges. The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in COHNMC’s records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Class or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept COHNMC’s calculation of Pay Periods based on COHNMC’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and COHNMC’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name; date of birth; last four digits of your social security number, employee identification number, or other comparable information identifying you; present address; email address or telephone number; and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any timely writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Poul Bedri v. City of Hope National Medical Center*, and include your identifying information (full name, date of birth, address, telephone number or email address, approximate dates of employment, and last four digits of your social security number, employee identification number, or other comparable information reasonably identifying you for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and COHNMC are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [URL] or the Court's website [URL].

A Participating Class Member who disagrees with any aspect of the Agreement (other than the PAGA Settlement), the Motion for Final Approval, and/or Motion for Fees, Litigation Expenses, and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Poul Bedri v. City of Hope National Medical Center*, and include your name, current address, telephone number or email address, and approximate dates of employment for COHNMC and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 3 located at the Stanley Mosk Courthouse, 111 North Hill Street, Los Angeles, California. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://my.lacourt.org/laccwelcome>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything COHNMC and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to Phoenix Class Action Administration Solutions's website at [URL]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. 23STCV23713. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Name of Attorney:

William Sung
Tiffany L. Luu

Email Address:

william@justiceforworkers.com
tluu@justiceforworkers.com

Name of Firm:

Justice for Workers, P.C.

Mailing Address:

3600 Wilshire Boulevard, Suite 1815
Los Angeles, CA 90010

Telephone: 323-922-2000

Settlement Administrator:

Name of Company: Phoenix Class Action Administration
Solutions

Email Address: info@phoenixclassaction.com

Mailing Address: P.O. Box 7208
Orange, CA 92863

Telephone: 800-523-5773

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

August 17, 2023

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

**Re: *Poul Bedri v. City of Hope National Medical Center*
Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Poul Bedri concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against City of Hope National Medical Center (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "City of Hope") for violations of California wage and hour laws. Mr. Bedri seeks civil penalties for violations of the California Labor Code and all other remedies available under PAGA.

Mr. Bedri seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of California Labor Code section 2699.3.

City of Hope owns, operates, or otherwise manages the City of Hope hospital in Duarte, California. City of Hope employed Mr. Bedri as an hourly-paid, non-exempt Sterile Processing Technician within the last 12 months. The "aggrieved employees" that Mr. Bedri seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, City of Hope has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 245-248.5, 256, 510, 512(a), 558, 1174(d), 1198, and IWC Wage Orders including, *inter alia*, Wage Order 5-2001.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Bedri and other aggrieved employees were not paid overtime compensation at the regular rate of pay because City of Hope failed to accurately incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate of pay.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, City of Hope required Mr. Bedri and other aggrieved employees to take their meal periods after the end of the fifth hour of work without payment of meal period premiums; failed to provide them with second rest breaks when they work more than six hours in a workday; and failed to accurately incorporate multiple rates of pay and/or all non-discretionary remuneration into the regular rate of compensation.

California Labor Code sections 245-248.5 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. Throughout the relevant time period, City of Hope improperly calculated the sick leave rate of pay owed to Mr. Bedri and other aggrieved employees by failing to accurately incorporate multiple rates of pay and/or all non-discretionary remuneration into the sick leave pay rate calculation.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, City of Hope failed to pay Mr. Bedri and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, City of Hope failed to pay Mr. Bedri and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid overtime, premium, and paid sick leave wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, City of Hope did not provide Mr. Bedri and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from City of Hope were in violation of California Labor Code section 226(a). The violations include, but are not limited to, failure to state the correct gross and net wages earned for all time worked and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. City of Hope also improperly truncated its legal name on wage statements to "City of Hope Nat Medical Ctr" in violation of Labor Code section 226(a) as this name neither shows up on a search of business entities in the Secretary of State's website nor is a registered fictitious business name in the County of Los Angeles.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, City of Hope failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Bedri and other aggrieved employees, including earned and unpaid overtime, premium, and paid sick leave wages as discussed above.

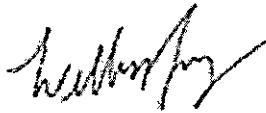
Therefore, on behalf of all aggrieved employees, Mr. Bedri seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the California Labor Code pursuant to PAGA. Labor Code section 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate and for the employer to cure any curable violations. If the LWDA or City of Hope elect not to take any action with respect to any of the foregoing claims, Mr. Bedri will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'William C. Sung', with a stylized flourish at the end.

William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

City of Hope National Medical Center
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

9589 0710 5270 0882 5330 44

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☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

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Total Postage and Fees

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Sent To

City of Hope National Medical Center (corp.)

Street and Apt. No., or PO Box No.

330 N. Brand Blvd., suite 700

City, State, ZIP+4®

Glendale, CA 91203

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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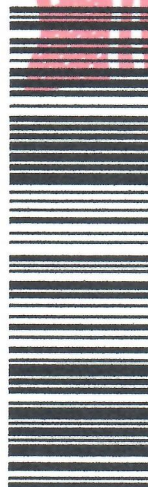
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JUSTICE FOR WORKERS, P.C.
3600 Wilshire Blvd Ste 1815
Los Angeles, CA 90010

City of Hope National Medical Center
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT

SENDER: COMPLETE THIS SECTION

- ☐ Complete items 1, 2, and 3.
- ☐ Print your name and address on the reverse so that we can return the card to you.
- ☐ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to: National

CITY OF HOPE Medical Center
c/o CT CORPORATION SYSTEM
Agent for service of PROCESS
330 N. Brand Blvd., Suite 700
Glendale, CA 91203



9590 9402 6879 1104 3895 67

2. Article Number (Transfer from service label)

9589 0710 5270 0882 5330 44

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☒ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail (over \$500) | |
| ☐ Insured Mail Restricted Delivery | |

Domestic Return Receipt

Subject: Thank you for submission of your PAGA Case.
Date: Thursday, August 17, 2023 at 9:53:14 AM Pacific Daylight Time
From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: william@justiceforworkers.com

8/17/2023

LWDA Case No. LWDA-CM-975877-23
Law Firm : Justice for Workers, P.C.
Plaintiff Name : Poul Bedri
Employer: City of Hope National Medical Center
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

1 **JUSTICE FOR WORKERS, P.C.**
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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
10

11 POUL BEDRI, an individual;

12 Plaintiff,

13 vs.

14 CITY OF HOPE NATIONAL MEDICAL
CENTER, a California non-profit corporation;
15 and DOES 1 through 50,

16 Defendants.
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Case No.: 23STCV23713

CLASS ACTION COMPLAINT

**SECOND AMENDED COMPLAINT FOR
DAMAGES AND PENALTIES:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 204, 510, 1194,
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203); and**
- (7) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff POUL BEDRI (“Plaintiff”), on behalf of himself and all individuals similarly
2 situated, hereby brings this Second Amended Complaint for Damages and Penalties (“Complaint”)
3 against Defendants CITY OF HOPE NATIONAL MEDICAL CENTER, a California non-profit
4 corporation, and DOES 1 to 50 inclusive (collectively “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of himself and all individuals similarly situated, hereby brings
8 this Complaint for recovery of unpaid wages and penalties under California Labor Code §§ 201-
9 204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*,
10 Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (“Wage Order 5”), and applicable
11 sections of the Fair Labor Standards Act. This Court has jurisdiction over Defendants’ violations of
12 the Labor Code because the amount in controversy exceeds \$25,000.

13 2. Venue is proper in this judicial district because Defendants maintain offices, have
14 agents, and/or transact business in the State of California, including Los Angeles County, and some
15 of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore,
16 Plaintiff was employed by Defendants within Los Angeles County.

17 **PARTIES**

18 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
20 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
21 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
22 herein and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 226, 226.7, 246,
23 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, Wage Order 5, and applicable
24 sections of the Fair Labor Standards Act.

25 4. Plaintiff is informed and believes, and based thereon alleges, that during the
26 applicable statute of limitations for each cause of action pled herein and continuing to the present,
27 Defendants engage in and continue to engage in business, and employed Plaintiff and other,
28 similarly-situated non-exempt employees within Los Angeles County, and the State of California

1 and, therefore, were (and are) doing business in Los Angeles County and the State of California.

2 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
3 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
5 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
6 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
7 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
8 and proximately caused Plaintiff, the Classes (as defined below), and Aggrieved Employees (as
9 defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages
10 complained of herein.

11 6. At all times herein mentioned, each of said Defendants participated in the doing of
12 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
13 Defendants, and each of them, were the agents, servants, and employees of each of the other
14 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
15 within the course and scope of said agency and employment.

16 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
18 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
19 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
20 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
21 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

22 8. At all times herein mentioned, Defendants, and each of them, were members of, and
23 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
24 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

25 9. At all times herein mentioned, the acts and omissions of various Defendants, and
26 each of them, concurred and contributed to the various acts and omissions of each and all of the
27 other Defendants in proximately causing the injuries and damages as herein alleged.

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1 **FACTUAL ALLEGATIONS**

2 10. Defendant City of Hope National Medical Center owns and operates its main
3 hospital campus in Duarte, California. Plaintiff began working for Defendants as a non-exempt
4 employee in the position of Sterile Processing Technician from approximately January 2022 to
5 approximately March 2023.

6 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
7 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
8 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
9 worked more than eight hours in a workday or 40 hours in a workweek. Because of shortages of
10 staffing at the hospital, Defendants required Plaintiff to perform work before his scheduled shifts,
11 after his scheduled shifts, and/or during off-the-clock meal breaks, and failed to compensate him for
12 this time. Upon information and belief, Defendants required other non-exempt employees to
13 perform work before their scheduled shifts, after their scheduled shifts, and/or during off-the-clock
14 meal breaks, and failed to compensate employees for this time. As a result, Plaintiff and other non-
15 exempt employees were not compensated for all earned minimum and overtime wages.

16 12. Defendants also failed to accurately incorporate multiple rates of pay and/or all non-
17 discretionary remuneration into the regular rate of pay. For example, Plaintiff's wage statement for
18 pay period ending ("PPE") January 14, 2023 stated his overtime rate for workweek January 1 to
19 January 7, 2023 as \$32.607143 and for workweek January 8 to January 14, 2023 as \$32.615385.
20 However, the actual overtime rate for both weeks, factoring in Plaintiff's shift differentials, should
21 have been \$32.6225. Defendants also conceded the errors in their regular rate calculation as, on
22 December 16, 2022, they issued a wage statement to Plaintiff retroactively correcting his rates of
23 pay for all of 2022. As a result, Plaintiff and other non-exempt employees were issued wage
24 statements with inaccurate rates and hours worked and they were not compensated for all earned
25 wages.

26 13. Upon information and belief, Defendants also miscalculated the workday for
27 employees, such as Plaintiff, who worked overnight shifts on occasions by not utilizing a
28 consecutive 24-hour period beginning at the same time each calendar day as required by law, but

1 instead began calculating the workday based on when employees clocked in for their shifts. As a
2 result, Plaintiff and other non-exempt employees were issued wage statements with inaccurate rates
3 and hours worked and they were not compensated for all earned wages.

4 13. Defendants failed to provide Plaintiff and other non-exempt employees with all
5 legally compliant meal periods due to Defendants' meal period policies/practices, which have
6 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
7 and/or missed meal periods. Plaintiff was unable to take compliant meal periods because of staffing
8 shortages, regularly took his meal periods after the end of the fifth hour of work, and was not
9 provided with a meal period after working more than 10 hours. Upon information and belief, other
10 non-exempt employees were not able to take their legally compliant meal breaks due to work
11 demands imposed by Defendants and Defendants do not keep accurate records of Plaintiff's and
12 other non-exempt employees' hours worked, including accurate time records showing when
13 employees take their meal periods. On those occasions when Plaintiff and other non-exempt
14 employees were not provided with all legally compliant meal periods to which they were entitled,
15 Defendants failed to fully compensate Plaintiff and other non-exempt employees with the required
16 meal period premium(s) for each workday there was a meal period violation as mandated by Labor
17 Code § 226.7. Defendants also failed to accurately incorporate multiple rates of pay and/or all non-
18 discretionary remuneration into the regular rate of compensation for meal period premiums.

19 14. Plaintiff and other non-exempt employees were not authorized and permitted to take
20 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
21 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
22 thereof. Plaintiff was unable to take rest periods when he worked between 6.01 hours to 10 hours
23 because of staffing shortages and was not authorized and permitted to take a third rest period when
24 he worked more than 10 hours. Upon information belief, other non-exempt employees were not able
25 to take their legally compliant rest breaks due to work demands imposed by Defendants. On those
26 occasions when Plaintiff and other non-exempt employees were not authorized and permitted to
27 take all legally compliant rest periods to which they were entitled, Defendants failed to compensate
28 them with the required rest period premium(s) for each workday there was a rest period violation as

1 mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no
2 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in
3 the event that a legally compliant rest period was not authorized and permitted to their non-exempt
4 employees. To extent such premiums were paid, Defendants also failed to accurately incorporate
5 multiple rates of pay and/or all non-discretionary remuneration into the regular rate of compensation
6 for rest period premiums.

7 15. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
8 failing to accurately incorporate multiple rates of pay and/or all non-discretionary remuneration into
9 the paid sick leave pay rate.

10 16. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
11 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
12 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
13 statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to
14 pay all minimum and overtime wages, sick leave wages, and meal and rest period premium wages,
15 Defendants failed to timely pay all final wages to Plaintiff and other former non-exempt employees
16 upon their separation of employment from Defendants.

17 17. Additionally, upon information and belief, the only method Plaintiff and other non-
18 exempt employees had to receive their wages was via direct deposit and they were not provided the
19 option to receive their wages via a live paycheck as required by Labor Code §§ 212 and 213.

20 **CLASS ACTION ALLEGATIONS**

21 18. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
22 Class pursuant to § 382 of the California Code of Civil Procedure: All current and former non-
23 exempt employees of Defendants in the State of California from June 22, 2022 through the present
24 (the "Non-Exempt Class"), including the following subclass:

- 25 a. Wage Statement Sub-Class: All current and former non-exempt employees of
26 Defendants in the State of California who received a wage statement, during the one
27 year immediately preceding the filing of this action through the present.
28

1 14. **Numerosity/Ascertainability:** The members of the Class are so numerous that
2 joinder of all members would be impractical, if not impossible. The membership of the Class is
3 unknown to Plaintiff at this time; however, it is estimated that the members of the Class number
4 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
5 of Defendants' employment records, including payroll records.

6 15. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
7 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of
8 the Class, which predominate over questions affecting only individual members including, without
9 limitation to:

- 10 a. Whether Defendants properly paid all overtime wages (including at correct rate) to
11 members of the Non-Exempt Class;
- 12 b. Whether Defendants paid at least the minimum wage for all hours worked to
13 members of the Non-Exempt Class;
- 14 c. Whether Defendants provided all legally compliant meal periods or paid meal period
15 premium wages (including at correct rate) due to members of the Non-Exempt Class
16 pursuant to Labor Code §§ 226.7 and 512;
- 17 d. Whether Defendants authorized and permitted all legally compliant rest periods or
18 paid all rest period premium wages (including at correct rate) due to members of the
19 Non-Exempt Class pursuant to Labor Code §§ 226.7 and 516;
- 20 e. Whether Defendants furnished legally compliant wage statements to members of the
21 Wage Statement Sub-Class pursuant to Labor Code § 226; and
- 22 f. Whether Defendants timely paid all final wages to members of the Non-Exempt
23 Class at the time of their separation of employment pursuant to Labor Code §§ 201
24 and 202.

25 These common questions of law and fact set forth above are numerous and substantial and
26 stem from Defendants' policies and/or practices applicable to each individual class member. As
27 such, the common questions predominate over individual questions concerning each individual
28 class member's showing as to their eligibility for recovery or as to the amount of their damages.

1 16. **Typicality:** The claims of Plaintiff are typical of the claims of the Class because
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
3 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
4 Plaintiff, like the members of the Class, was not paid all minimum and overtime wages owed due to
5 Defendants' timekeeping and payroll policies/practices, not provided all required meal periods, not
6 authorized and permitted all rest periods, did not receive premium pay for non-compliant meal and
7 rest periods, not paid all final wages upon separation of employment, and not provided with
8 accurate, compliant, itemized wage statements.

9 17. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
10 to represent fairly and adequately the interests of the members of the Class. Moreover, Plaintiff's
11 attorneys are ready, willing and able to fully and adequately represent the members of the Class and
12 Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
13 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
14 members of the Class.

15 18. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
16 public interest in establishing minimum working conditions and standards in California. These laws
17 and labor standards protect the average working employee from exploitation by employers who
18 have the responsibility to follow the laws and who may seek to take advantage of superior economic
19 and bargaining power in setting onerous terms and conditions of employment. The nature of this
20 action and the format of laws available to Plaintiff and members of the Class make the class action
21 format a particularly efficient and appropriate procedure to redress the violations alleged herein. If
22 each employee were required to file an individual lawsuit, Defendants would necessarily gain an
23 unconscionable advantage since they would be able to exploit and overwhelm the limited resources
24 of each individual plaintiff with their vastly superior financial and legal resources.

25 19. Moreover, requiring each member of the Class to pursue an individual remedy would
26 also discourage the assertion of lawful claims by employees who would be disinclined to file an
27 action against their former and/or current employer for real and justifiable fear of retaliation and
28 permanent damages to their careers at subsequent employment. The claims of the individual

1 members of the Class are not sufficiently large to warrant vigorous individual prosecution
2 considering all of the concomitant costs and expenses attending hereto.

3 20. Furthermore, the prosecution of separate actions by the individual class members,
4 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
5 with respect to the individual class members against Defendants herein; and which would establish
6 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
7 respect to individual class members which would, as a practical matter, be dispositive of the interest
8 of the other class members not parties to adjudications or which would substantially impair or
9 impede the ability of the class members to protect their interests. As such, the Class identified
10 hereinabove is maintainable as a class under § 382 of the Code of Civil Procedure.

11 **FIRST CAUSE OF ACTION**

12 **MINIMUM WAGE VIOLATIONS**

13 **(Against All Defendants)**

14 21. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
15 fully set forth herein.

16 22. Labor Code §§ 1182.12, 1197, and Wage Order 5, § 4 establish the right of
17 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
18 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
19 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
20 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
21 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
22 pay practices to the requirements of the law by failing to pay Plaintiff and members of the Non-
23 Exempt Class for all hours worked, including, but not limited to, all hours they were subject to the
24 control of Defendants and/or suffered or permitted to work under the Labor Code and Wage Order
25 5.

26 23. Labor Code § 1198 makes unlawful the employment of an employee under
27 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an
28 employer who has failed to pay its employees the legal minimum wage is liable to pay those

1 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
2 equal to the wages due and interest thereon.

3 24. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
4 members of the Non-Exempt Class seek recovery of the balance of unpaid wages, including interest
5 thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§ 218.6,
6 558, 1194, 1194.2, 1199, and Civil Code §§ 3287 and 3289.

7 **SECOND CAUSE OF ACTION**
8 **OVERTIME WAGE VIOLATIONS**
9 **(Against All Defendants)**

10 25. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
11 fully set forth herein.

12 26. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
13 Wage Order 5, § 3, and applicable sections of the Fair Labor Standards Act, which provide that
14 non-exempt employees are entitled to all overtime wages and compensation for all overtime hours
15 worked and provide a private right of action for the failure to pay all overtime compensation for
16 overtime work performed.

17 27. At all times relevant herein, Defendants were required to properly compensate non-
18 exempt employees, including Plaintiff and members of the Non-Exempt Class, for all overtime
19 hours worked pursuant to Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an
20 employer to pay an employee one and one-half (1½) times and two times the employee's regular
21 rate of pay for overtime and double time hours work. Defendants caused Plaintiff and members of
22 the Non-Exempt Class to work overtime hours but failed to compensate them for all overtime hours
23 actually worked.

24 28. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
25 members of the Non-Exempt Class seek recovery of the balance of unpaid overtime wages,
26 including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor
27 Code §§ 204, 210, 216, 218.6, 510, 1194, 1198, Civil Code §§ 3287 and 3289, and applicable
28 sections of the Fair Labor Standards Act..

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1 35. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
2 members of the Non-Exempt Class seek recovery of unpaid premium wages for rest period
3 violations including interest thereon, statutory penalties, and costs of suit, statutory penalties,
4 attorneys' fees, and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 5, and
5 Civil Code §§ 3287 and 3289.

6 **FIFTH CAUSE OF ACTION**
7 **WAGE STATEMENT PENALTIES**
8 **(Against All Defendants)**

9 36. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
13 and members of the Wage Statement Sub-Class with accurate and complete, itemized wage
14 statements that included, among other requirements, all hours worked, total gross wages earned, all
15 rates of pay and corresponding number of hours worked, total net wages earned, and/or the correct
16 name and address of the legal entity that is the employer in violation of Labor Code § 226.

17 38. Defendants' failure to furnish Plaintiff and members of the Wage Statement Sub-
18 Class with accurate and complete, itemized wage statements resulted in actual injury, as said
19 failures led to, among other things, the non-payment of minimum and overtime wages and meal and
20 rest period premium wages owed and deprived them of the information necessary to identify the
21 discrepancies in Defendants' reported payroll data.

22 39. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
23 members of the Wage Statement Sub-Class seek damages and/or statutory penalties, reasonable
24 attorneys' fees, and costs of suit according to California Labor Code § 226.

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SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(Against All Defendants)

40. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

41. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Non-Exempt Class all final wages due to them at their separation from employment including unpaid minimum and overtime wages, paid sick leave wages, and meal and rest period premium wages.

43. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and members of the Non-Exempt Class earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

44. As a consequence of Defendants' unlawful practices, Plaintiff and members of the Non-Exempt Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

SEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Against All Defendants)

45. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

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1 46. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698, *et*
2 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
3 Employees”), brings this representative action against Defendants to recover the civil penalties due
4 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
5 to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
6 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
7 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
8 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each
9 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each
10 initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per
11 employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent
12 violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code
13 section 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting
14 time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for
15 each subsequent violation per employee per pay period for those violations of the Labor Code for
16 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 17 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
18 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 19 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of
20 Labor Code §§ 204, 510, 558, 1194, and 1198;
- 21 c. Failing to provide all legally required meal periods, and failure to pay meal period
22 premium wages, to Aggrieved Employees at the regular rate of compensation in
23 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 24 d. Failing to authorize and permit all legally required rest periods, and failure to pay rest
25 period premium wages, to Aggrieved Employees at the regular rate of compensation in
26 violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 27 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
28 statements in violation of Labor Code § 226;

- f. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;
- g. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- h. Failing to pay all paid sick leave wages in violation of Labor Code § 246;
- i. Requiring Aggrieved Employees to receive their wages via direct deposit in violation of Labor Code §§ 212 and 213; and
- j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

47. On or about August 17, 2023, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that sixty-five (65) days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

48. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and all Aggrieved Employees, as follows:

1. For an order certifying the proposed Class and Sub Class;
2. For an order appointing Plaintiff as representative of the Class;
3. For an order appointing Counsel for Plaintiff as Counsel for the Class;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and applicable sections of the Fair Labor Standards Act;

1 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
2 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

3 6. Upon the Third Cause of Action, for meal period premium wages according to proof
4 pursuant to Labor Code §§ 226.7, 512, and 558;

5 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
6 pursuant to Labor Code §§ 226.7, 516, and 558;

7 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
8 226;

9 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
10 203;

11 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
12 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§
13 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each
14 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
15 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
16 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
17 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
18 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
19 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
20 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section
21 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under
22 the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
23 subsequent violation per employee per pay period for those violations of the Labor Code for which
24 no civil penalty is specifically provided;

25 11. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
26 and Civil Code §§ 3287 and 3289;

27 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
28 218.5, 226, 1194, and 2699(g); and

1 13. For such other and further relief, the Court may deem just and proper.

2 **DEMAND FOR JURY TRIAL**

3 Plaintiff hereby demands a trial by jury on all claims.

4
5 DATED: December 27, 2024

JUSTICE FOR WORKERS, P.C.

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By: 

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William C. Sung

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Tiffany L. Luu

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Attorneys for Plaintiff POUL BEDRI

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EXHIBIT 4

Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, January 22, 2025 at 2:53:04 PM Pacific Standard Time
From: DIR PAGA Unit
To: William Sung

01/22/2025 02:52:34 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 5

1 GBG LLP
2 ELIZABETH A. BROWN (SB# 235429)
3 lisabrown@gbgllp.com
4 633 West 5th Street, Suite 1500
5 Los Angeles, CA 90071
6 Telephone: (213) 358-2810
7 Facsimile: (213) 995-6382

8 Attorneys for Defendant
9 CITY OF HOPE NATIONAL MEDICAL CENTER
10

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 IN AND FOR THE COUNTY OF LOS ANGELES
13

14 POUL BEDRI, an individual,

15 Plaintiff,

16 vs.

17 CITY OF HOPE NATIONAL MEDICAL
18 CENTER, a California non-profit
19 corporation; and DOES 1 through 50,

20 Defendants.
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Case No. 23STCV23713

**DECLARATION OF ELIZABETH A.
BROWN**

Judge: Hon. Lia Martin
Dept.: 3

Complaint Filed: September 29, 2023
FAC Filed: October 23, 2023

1 I, Elizabeth A. Brown, declare as follows:

2 1. I am an attorney duly licensed to practice before this Court and before all of the
3 Courts of the State of California. I am a Partner of the law firm of GBG LLP and counsel of
4 record for Defendant City of Hope National Medical Center (“COHNMC”) in this action. I have
5 personal knowledge of the matters set forth in this declaration or know of them based on my
6 review of documents maintained in the ordinary course of business by GBG LLP, and if called as
7 a witness, could and would testify as to their accuracy.

8 2. There are no actual or potential conflicts between either COHNMC or GBG LLP,
9 defense counsel in this action (“Defense Counsel”) and Phoenix Class Action Administration
10 Solutions.

11 3. On information and belief, at this time Defense Counsel is not aware of any matter
12 or action pending in court which would be extinguished or adversely affected by the settlement of
13 this matter.

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

16 Executed on January 22, 2025, at Los Angeles, California.



ELIZABETH A. BROWN

EXHIBIT 2



Poul Bedri v. City of Hope National Medical Center
Los Angeles Superior Court, Case No.: 23STCV23713

Date	Description of Cost Item	Invoice #	Amount
7/11/23	Certified Mailing Fee for Mailing Labor Code Records Request to Def.	N/A	\$8.53
8/17/23	Certified Mailing Fee for Mailing PAGA Letter to Def.	N/A	\$8.53
8/17/23	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-975877-23	\$75.00
9/25/23	LASC Document Purchase Fee	N/A	\$6.00
9/29/23	e-Filing and Initial Appearance Fees for Complaint	8323571	\$462.62
10/23/23	e-Filing Fee for First Amended Complaint	5430963	\$17.66
10/29/23	Service of Process Fee to Serve Def.	5448767	\$51.48
2/26/24	e-Filing Fee for Case Management Statement	9152946	\$14.57
3/14/24	e-Filing Fee for Notice of Ruling	9268829	\$14.57
10/22/24	Plaintiff's Share of Mediation Fee	623183	\$9,375.00
10/29/24	Plaintiff's Expert Fee	241032	\$2,235.00
11/25/24	e-Filing Fee for Stipulation and Order	10812661	\$36.77
11/26/24	e-Filing Fee for Case Management Statement	10830421	\$16.17
12/12/24	e-Filing Fee for Second Amended Complaint	10935239	\$16.17
12/19/24	e-Filing Fee for Proof of Service (not Summons and Complaint)	10983612	\$16.17
12/30/24	e-Filing Fee for Second Amended Complaint	11023511	\$16.17
1/3/25	e-Filing Fee for Proof of Service (not Summons and Complaint)	11049249	\$16.17
1/23/25	e-Filing Fee for Motion for Preliminary Approval of Settlement	11180536	\$77.97
2/13/25	Hearing Reservation Fee for 8/19/25	N/A	\$20.55
2/19/25	e-Filing Fee for Amended Notice of Motion for Preliminary Approval of Settlement	11340211	\$77.97
Estimated Future Cost	e-Filing Fee Motion for Final Approval	N/A	\$77.97
Estimated Future Cost	e-Filing Fee for Supplemental Brief and/or Amended Proposed Order	N/A	\$16.17
Estimated Future Cost	e-Filing Fee for Administrator's Declaration re Distribution	N/A	\$16.17
		TOTAL	\$12,563.07