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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**
14

15 JESUS ROLDAN, JR, on behalf of himself and
16 others similarly situated,

17 PLAINTIFF,

18 vs.
19

20 MARTIN LUTHER KING, JR. – LOS
21 ANGELES (MLK-LA) HEALTHCARE
CORPORATION dba MLK COMMUNITY
22 HEALTHCARE and DOES 1-10, inclusive,
23 DEFENDANTS.
24

Case No.: 24STCV01475

CLASS ACTION

*[ASSIGNED FOR ALL PURPOSES TO THE
HONORABLE JUDGE LAWRENCE P. RIFF
IN DEPT. 7]*

**FURTHER REVISED JOINT
STIPULATION RE SETTLEMENT OF
CLASS ACTION**

Action Filed: January 19, 2024
Trial Date: None Set

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1 IT IS HEREBY STIPULATED AND AGREED by and between Jesus Roldan, Jr.
2 (as Class Representative), on behalf of himself and all others similarly situated to him and as defined
3 below, on the one hand, and Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare
4 Corporation (“Defendant”) (together with the Class Representative, the “Settling Parties”), on the
5 other hand, as set forth below:

6 **I. THE CONDITIONAL NATURE OF THIS STIPULATION**

7 This Further Revised Joint Stipulation re Settlement, including all associated exhibits
8 or attachments, (“Stipulation”) is made for the sole purpose of attempting to consummate settlement
9 of this action on a class and representative basis. Defendant denies all of the claims as to liability,
10 damages, penalties, and restitution as well as the class representative allegations asserted in the
11 Litigation. This Stipulation and the settlement it evidences are made in compromise of disputed
12 claims. Because this is a class action, this settlement must receive preliminary and final approval
13 from the Court. Accordingly, Defendant enters into this Stipulation and associated settlement on a
14 conditional basis. In the event that the Court does not execute and file the Order Granting Final
15 Approval of Settlement, or in the event that the Court does not enter the Judgment, or the Judgment
16 does not become Final for any reason, this Stipulation shall be deemed null and void *ab initio*, it
17 shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose
18 whatsoever, and the negotiation, terms and entry of it shall remain subject to the provisions of
19 California Evidence Code sections 1119 and 1152.

20 Defendant has agreed to resolve this Litigation via this Stipulation, but to the extent
21 this Stipulation is deemed void or does not take effect for any reason, Defendant does not waive,
22 but rather expressly reserves, all rights to challenge all such claims and allegations in the Litigation
23 upon all procedural and factual grounds, including without limitation the ability to challenge class
24 and/or representative treatment on any grounds or to assert any and all defenses or privileges. The
25 Class Representative and his counsel (“Class Counsel”) agree that Defendant retains and reserves
26 these rights, and they agree not to take a position to the contrary; specifically, the Class
27 Representative and Class Counsel waive, and agree not to argue or present, any argument that
28 Defendant could not contest class certification or representative status on the grounds that Defendant

1 entered into this Stipulation should this Litigation proceed. In particular, the Class Representative
2 and Class Counsel waive, and agree not to argue or present, any argument that Defendant would be
3 estopped from contesting class certification and/or representative status because it has entered this
4 Stipulation. The Settling Parties agree that in the event the Court does not approve this settlement
5 or the Agreement is voided for any reason, the Settling Parties will not make any substantive
6 reference to this proposed settlement when advocating their positions in the litigation of this matter.

7 **II. THE PARTIES TO THIS STIPULATION**

8 This Stipulation (with the associated exhibits) is made and entered into by and among
9 the following Settling Parties: (i) the Class Representative (on behalf of himself and each of the
10 Settlement Class Members), with the assistance and approval of Class Counsel; and (ii) Defendant,
11 with the assistance of its counsel of record in the Litigation. The Stipulation is intended by the
12 Settling Parties to result in the final resolution of the Litigation pursuant to the Judgment and to
13 fully, finally and forever resolve, discharge and settle the Released Class Claims and Released
14 PAGA Claims (collectively, "Released Claims") upon and subject to the terms and conditions
15 herein.

16 **III. THE LITIGATION**

17 Class Representative Jesus Roldan, Jr. filed an action (the "Litigation") against
18 Defendants Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation and MLK
19 Community Healthcare on January 19, 2024 in the California Superior Court for the County of Los
20 Angeles, Case No. 24STCV01475. On April 22, 2024, Plaintiff filed a First Amended Complaint
21 in the action proceeding in this Court, Case No. 24STCV01475.

22 Class Representative is represented by Karasik Law Firm and Majarian Law Group,
23 APC. On behalf of himself and others allegedly similarly situated to him, the Class Representative
24 has alleged in the Complaint the following causes of action: (i) unpaid overtime and failure to pay
25 minimum wages and wages due for all hours worked; (ii) failure to provide meal periods and failure
26 to pay meal period premiums in lieu of providing meal periods; (iii) failure to provide compliant
27 wage statements; (iv) failure to timely pay wages during employment; (v) failure to timely pay
28 wages due at termination; (vi) unfair and unlawful business practices relating to or arising out of the

1 previous claims; and (vii) a claim for civil penalties pursuant to the Private Attorneys General Act
2 of 2004 ("PAGA") for the alleged underlying violations.

3 In advance of the Initial Status Conference in the Litigation, the parties agreed to an
4 exchange of informal discovery, including pertinent policies and the complete wage and time
5 records for the Class Representative. The Parties and their counsel attended a private settlement
6 conference on June 12, 2024. At this private settlement conference, Class Representative and
7 Defendant reached a class-wide settlement agreement that resulted from arm's length negotiations.
8 The Class Representative and his counsel had sufficient information in advance of the settlement
9 conference to assess this Litigation.

10 The Settling Parties recognize and acknowledge that, at the time of the execution of
11 the settlement, there are unsettled questions of law which may have impact on the claims at issue in
12 the Litigation. The parties further recognize that they are reaching this settlement in light of the
13 risks created by all of these unresolved issues, and that all Settling Parties will take all reasonable
14 efforts to enforce this Agreement and obtain Court approval for this settlement regardless of how
15 any such issues of law are or may be decided after this settlement is executed.

16 **IV. DEFENDANT'S DENIAL OF WRONGDOING OR LIABILITY**

17 Defendant denies all of the claims and contentions alleged by the Class
18 Representative in the Litigation. Defendant contends that it has meritorious defenses to all of the
19 class and representative claims. Nonetheless, Defendant has concluded that further conducting the
20 Litigation would be protracted, disruptive, and expensive, and that it is desirable that the Litigation
21 be fully and finally settled in the manner upon the terms and conditions set forth in this Stipulation.
22 Defendant has also taken into account the uncertainty and risks inherent in any litigation, especially
23 in putative class actions like this Litigation. Defendant has therefore determined that it is desirable
24 and that the Litigation be settled in the manner and upon the terms and conditions set forth in this
25 Stipulation. The Class Representative and Class Counsel agree that this Stipulation will not be
26 deemed any admission of liability or wrongdoing on the part of Defendant, and that it may not be
27 used in any proceeding to such an effect.

1 **V. CLAIMS OF THE CLASS REPRESENTATIVE AND BENEFITS OF**
2 **SETTLEMENT**

3 The Class Representative believes that at least some of the claims asserted in the
4 Complaint have merit and that evidence developed to date supports those claims. Nonetheless, the
5 Class Representative and Class Counsel recognize and acknowledge the expense and length of the
6 type of continued proceedings necessary to prosecute the Litigation against Defendant through trial
7 and through appeals. The Class Representative and Class Counsel have also taken into account the
8 uncertain outcome and the risk of continued litigation, especially in putative class actions such as
9 this Litigation, as well as the difficulties and delays inherent in such litigation. The Class
10 Representative and Class Counsel believe that the settlement set forth in the Stipulation confers
11 substantial benefits upon the Settlement Class. Based upon their evaluation, the Class
12 Representative and Class Counsel have determined that the settlement set forth in the Stipulation is
13 in the best interests of the Settlement Class.

14 **VI. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

15 NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED
16 by and between the Class Representative (for himself and the Settlement Class Members) and
17 Defendant, with the assistance of their respective counsel of record, that, as among the Settling
18 Parties, including all Settlement Class Members, the Litigation and the Released Claims shall be
19 finally and fully compromised, settled and released, and the Litigation shall be resolved as to all
20 Settling Parties, upon and subject to the terms and conditions of the Stipulation and the Judgment.

21 1. **Definitions.**

22 As used in all parts of this Agreement, the following terms have the meanings
23 specified below:

24 1.1 "Administration Costs" means the fees and costs incurred by the
25 Settlement Administrator to administer this Settlement, which shall not exceed \$15,000. These
26 costs include reasonable fees and expenses related to administering the settlement, including, but
27 not limited to, printing, distributing, and tracking forms, calculating estimated amounts per Class
28 Member, tax reporting, distributing payments from the Gross Settlement Amount, providing

1 necessary reports and declarations, and other duties and responsibilities set forth herein to process
2 this settlement, as requested by the Settling Parties. All Administration Costs shall be paid from
3 the Gross Settlement Amount. If the Court awards less than the amount of Administration Costs
4 requested, any amount not awarded will become part of the Net Settlement Amount for
5 distribution to Settlement Class Members and Aggrieved Employees.

6 1.2 "AE Pay Periods" means the total number of pay periods that all
7 Aggrieved Employees collectively worked during the PAGA Period, excluding pay periods which
8 are in their entirety subject to the judgment in Los Angeles Superior Court Case No.
9 21STCV02745.

10 1.3 "AE Settlement Amount" means an amount that shall be determined by
11 dividing the Individual Pay Periods by the number of AE Pay Periods and multiplying the result
12 by \$7,500.00.

13 1.4 "Aggrieved Employees" means Class Members who worked for
14 Defendant between July 20, 2023, and August 17, 2024 (the "PAGA Period"), other than those
15 bound by the judgment in Los Angeles Superior Court Case No. 21STCV02745 who did not work
16 for Defendant after December 1, 2023.

17 1.5 "Attorneys' Fees" means the amount, not to exceed one-third (1/3) of the
18 Gross Settlement Amount, finally approved by the Court and awarded to Class Counsel for their
19 fees. The Attorneys' Fees shall be paid from the Gross Settlement Amount and Class Counsel's
20 request for the Attorneys' Fees will not be opposed by Defendant provided it is consistent with this
21 Paragraph. If the Court awards less than the amount requested, any amount not awarded will become
22 part of the Net Class Settlement Amount for distribution to Settlement Class Members. 50% of the
23 Attorney's Fees awarded to Class Counsel shall be allocated to Karasik Law Firm and 50% of the
24 Attorney's Fees awarded to Class Counsel shall be allocated to Majarian Law Group, APC.

25 1.6 "Class" consists all non-exempt employees who worked for Defendant in
26 California during the period from June 22, 2022, through August 17, 2024 (the "Class Period"),
27 other than Class Members bound by the judgment in Los Angeles Superior Court Case No.
28 21STCV02745 who did not work for Defendant after June 22, 2023. The Settlement Class includes

1 a subclass (the "Meal Period Subclass") consisting of approximately 150 non-healthcare workers
2 who worked shifts over twelve hours. The Net Settlement Amount payable to class members shall
3 be divided into an amount payable to all members of the Settlement Class and an amount payable
4 only to members of the Meal Period Subclass pursuant to the following allocation: 66 % of the Net
5 Class Settlement Amount will be allocated to the Settlement Class and 34% of the Net Class
6 Settlement Amount will be allocated to the Meal Period Subclass. For purposes of this agreement,
7 "Class" does not differentiate between the Settlement Class and Meal Period Subclass.

8 1.7 "Class Counsel" or "Plaintiff's Counsel" means Gregory N. Karasik of
9 Karasik Law Firm and Sahag Majarian II of Majarian Law Group, APC.

10 1.8 "Class Member" means an individual who is a member of the Class, as
11 defined above.

12 1.9 "Class Notice" means a notice and associated forms entitled "Notice To
13 Class Members Re: Pendency of a Class Action and Notice of Hearing On Proposed Settlement" to
14 be approved by the Court, substantially in the form attached hereto as **Exhibit 1**. Prior to mailing,
15 the Notice may be re-formatted by the Settlement Administrator, and any such re-formatting shall
16 be subject to approval by Class Counsel and counsel for Defendant.

17 1.10 "Class Period" means the period from June 22, 2022, through August 17,
18 2024.

19 1.11 "Class Representative" or "Plaintiff" means Jesus Roldan, Jr.

20 1.12 "Class Workweeks" means the total number of workweeks that all
21 Settlement Class Members collectively worked during the Class Period, excluding workweeks that
22 are in their entirety subject to the judgment in Los Angeles Superior Court Case No. 21STCV02745.

23 1.13 "Complaint" means the First Amended Complaint in *Jesus Roldan, Jr. v.*
24 *Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation*, Case No.
25 24STCV01475.

26 1.14 "Court" means the Superior Court for the State of California, County of
27 Los Angeles.

1 1.15 “Defendant” means Martin Luther King, Jr. – Los Angeles (MLK-LA)
2 Healthcare Corporation, the defendant in the Litigation.

3 1.16 “Defendant Releasees” mean Defendant Martin Luther King, Jr. – Los
4 Angeles (MLK-LA) Healthcare Corporation and all of its employees, agents, and affiliates,
5 including without limitation parents and subsidiaries, predecessors, successors, divisions, investors,
6 joint ventures and assigns, any benefit plan maintained by any of them and the trustees, fiduciaries,
7 and administrators of any such plan, and each and all of these entities’ past or present directors,
8 officers, employees, agents, partners, members, principals, agents, underwriters, insurers, co-
9 insurers, re-insurers, shareholders, attorneys, accountants or auditors, banks or investment banks,
10 associates, and personal or legal representatives.

11 1.17 “Effective Date” means the date on which the Judgment becomes final
12 and can no longer be appealed or otherwise disturbed because one of the following has occurred: (i)
13 the time to appeal the Judgment has expired with no appeal filed; (ii) the final affirmance on an
14 appeal of the Judgment; or (iii) the final dismissal with prejudice of any appeal from the Judgment.
15 Any proceeding or order, or any appeal or petition for a writ pertaining solely to Class Counsel’s
16 application for or award of attorneys’ fees shall not, by itself, in any way delay or preclude the
17 Judgment from becoming Final.

18 1.18 “Employer Payroll Taxes” means the payroll taxes and associated
19 payments customarily borne by the employer when making standard wage payments to employees,
20 i.e., the employer share of the payroll taxes, including the employer FICA, FUTA, and SDI
21 contributions. Defendant shall pay the Employer Payroll Taxes as the Settlement Class Members’
22 current or former employer separate and apart from the Gross Settlement Amount.

23 1.19 “Enhancement Payment” means the amount the Court awards to Plaintiff
24 for his services in the Litigation, which will not exceed \$5,000. This payment shall be paid from
25 the Gross Settlement Amount, will not be opposed by Defendant provided the requested amount is
26 consistent with this Paragraph, and is being offered in consideration for Plaintiff’s actions in
27 conferring benefits upon the Class and State of California, the time and effort he put into pursuing
28 the Litigation, and reasonable fears of being blacklisted for future employment. If the Court awards

1 less than the amount requested, any amount not awarded will become part of the Net Class
2 Settlement Amount for distribution to Settlement Class Members. In exchange for his Enhancement
3 Payment, and as a condition to it, Plaintiff shall execute a complete and general release of all known
4 and unknown claims in Defendant Releasees' favor.

5 1.20 "Final Approval Hearing" means a hearing set by the Court for the
6 purposes of (i) determining the fairness, adequacy and reasonableness of the Settlement pursuant to
7 class action procedures and requirements, and (ii) entering Judgment.

8 1.21 "Final Approval Order" shall mean an order to be entered by the Court
9 granting final approval of this settlement, the proposed form of which will be mutually agreed upon
10 by the Settling Parties.

11 1.22 "Gross Settlement Amount" shall mean the gross total amount that will
12 be paid by Defendant pursuant to this Settlement Agreement, only upon occurrence of the Effective
13 Date. It is agreed that the Gross Settlement Amount is \$450,000, and it is further agreed that
14 pursuant to the terms of this Settlement Agreement, Defendant will not under any circumstances
15 pay more than the Gross Settlement Amount. The Gross Settlement Amount shall cover all expenses
16 associated with the settlement, which shall be the following, and only the following, items: (1) the
17 Individual Settlement Payments to Settlement Class Members; (2) Attorneys' Fees to Class Counsel,
18 in an amount not to exceed \$150,000; (3) Litigation Expenses to Class Counsel, in an amount not
19 to exceed \$2,500; (4) an Enhancement Payment to the Class Representative, in an amount not to
20 exceed \$5,000.00; (5) administration fees and expenses to the Settlement Administrator, in an
21 amount not to exceed \$15,000 and (6) the PAGA Settlement Amount paid to the LWDA and to
22 Aggrieved Employees for the resolution of claims under California Labor Code section 2698 *et seq.*,
23 which shall be \$30,000 (\$22,500 of which is payable to the LWDA and \$7,500 of which is payable
24 to Aggrieved Employees)

25 1.23 "Individual Class Settlement Payment" means the gross, total amount due
26 to an individual Settlement Class Member. For the Settlement Class, this payment shall be
27 determined by dividing the Settlement Class Member's Individual Workweeks by the Class
28 Workweeks and multiplying the result by the Net Class Settlement Amount allocated to the

1 Settlement Class as described in Paragraph 1.6. For the Meal Period Subclass, the payment shall
2 also include an amount to be determined by dividing the Meal Period Subclass Member's Individual
3 Workweeks by the Class Workweeks and multiplying the result by the Net Class Settlement Amount
4 allocated to the Meal Period Subclass as described in Paragraph 1.6. The Individual Class
5 Settlement Payments will be reduced by any required legal deductions for each Settlement Class
6 Member (e.g., withholding of taxes).

7 1.24 "Individual Pay Periods" shall mean the total number of Pay Periods
8 during which a particular Aggrieved Employee worked during the PAGA Period, excluding pay
9 periods which are in their entirety subject to the judgment in Los Angeles Superior Court Case No.
10 21STCV02745.

11 1.25 "Individual Settlement Payment" means the gross, total amount due to an
12 individual Settlement Class Member and/or Aggrieved Employee, which shall be determined by
13 adding the individual's AE Settlement Amount to the Individual Class Settlement Payment (if any).

14 1.26 "Individual Workweeks" shall mean the total number of workweeks
15 during which a Settlement Class Member worked during the Class Period, excluding workweeks
16 which are in their entirety subject to the judgment in Los Angeles Superior Court Case No.
17 21STCV02745.

18 1.27 "Judgment" means the judgment to be rendered by the Court pursuant to
19 this Settlement Agreement.

20 1.28 "Last Known Address" means the most recently recorded mailing address
21 for a Class Member as contained in the personnel records maintained by Defendant.

22 1.29 "Litigation" or "Lawsuit" shall mean the lawsuit brought by Plaintiff
23 entitled *Jesus Roldan, Jr. v. Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare*
24 *Corporation*, Superior Court of the State of California for the County of Los Angeles, Case No.
25 24STCV01475.

26 1.30 "Litigation Expenses" means the amount that the Court awards to Class
27 Counsel for payment of actual litigation costs, which shall not exceed \$2,500. The Litigation
28 Expenses will be paid from the Gross Settlement Amount, and Defendant will not oppose an

1 application by Class Counsel for an award of litigation costs that is consistent with this Paragraph.
2 The Litigation Expenses are subject to Court Approval. If the Court awards less than the amount
3 requested, any amount not awarded will become part of the Net Class Settlement Amount for
4 distribution to Settlement Class Members.

5 1.31 "LWDA" means the California Labor and Workforce Development
6 Agency.

7 1.32 "Net Settlement Amount" or "NSA" shall mean the Gross Settlement
8 Amount minus the amounts awarded by the Court for Attorneys' Fees, Litigation Expenses, the
9 Enhancement Payment to the Class Representative, and the Administration Costs. If the Court does
10 not approve and/or reduces the amounts of the requested Attorneys' Fees, Litigation Expenses,
11 Enhancement Payment, or Administration Costs, then the amount of any such reduction will become
12 part of the NSA.

13 1.33 "Net Class Settlement Amount" or "NCSA" shall mean the Net
14 Settlement Amount minus the PAGA Settlement Amount.

15 1.34 "Notice Mailing Deadline" means the deadline for the Settlement
16 Administrator to mail the Class Notices, which shall be within thirty (30) business days after entry
17 of the Preliminary Approval Order.

18 1.35 "Opt Out" or "Request for Exclusion" means the written and signed
19 requests by Class Members to be excluded from the Settlement Class that are submitted in the
20 manner specified in the Class Notice and postmarked no later than the Response Deadline.

21 1.36 "PAGA" means the Private Attorneys General Act of 2004, California
22 Labor Code §§ 2698 *et seq.*, as amended.

23 1.37 "PAGA Period" means the period from July 20, 2023, through August
24 17, 2024.

25 1.38 "PAGA Settlement Amount" means the \$30,000.00 of the Gross
26 Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the operative First
27 Amended Complaint. Seventy-five percent (75%) of the PAGA Settlement Amount (\$22,500.00)
28 shall be paid to the LWDA and twenty-five percent (25%) of the PAGA Settlement Amount

1 (\$7,500.00) shall be distributed to Aggrieved Employees on a *pro rata* basis as described in
2 Paragraph 1.3.

3 1.39 "Plaintiff's Released Unknown Claims" means any and all claims which
4 the Class Representative does not know or suspect to exist in his favor at the time of the entry of the
5 Judgment, and which, if known by him might have affected his settlement with and release of the
6 Defendant Releasees or might have affected his decision not to object to this settlement. With
7 respect to any and all such claims, the Settling Parties agree that, upon the Effective Date, the Class
8 Representative shall expressly be deemed to have, and by operation of the Judgment shall have,
9 waived the provisions, rights and benefits of California Civil Code section 1542, which provides:

10
11 **A general release does not extend to claims that the creditor or releasing party**
12 **does not know or suspect to exist in his or her favor at the time of executing the**
13 **release and that, if known by him or her, would have materially affected his or**
14 **her settlement with the debtor or released party.**

15 The Class Representative may hereafter discover facts in addition to or different from those
16 which he knows or believes to be true with respect to the subject matter of the Released Claims, but
17 the Class Representative, upon the Effective Date, shall be deemed to have, and by operation of the
18 Judgment shall have, fully, finally, and forever settled and released any and all Released Claims,
19 known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not
20 concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity
21 now existing or coming into existence in the future. The Class Representative acknowledges that
22 the foregoing waiver was separately bargained for and a key element of the settlement of which this
23 release is a part.

24 1.40 "Preliminary Approval Order" shall mean an order entered by the Court
25 preliminarily approving of this settlement.

26 1.41 "Released Claims" shall mean Released Class Claims, as defined in
27 Paragraph 1.42, and Released PAGA Claims, as defined in Paragraph 1.43.

28 1.42 "Released Class Claims" shall collectively mean any and all claims
arising during the Class Period that were alleged in, or reasonably arising out of the facts alleged

1 in the First Amended Complaint or that could have been asserted based on the facts alleged in the
2 First Amended Complaint, including claims for (i) unpaid overtime and failure to pay minimum
3 wages and wages due for all hours worked, including, but not limited to, claims based on rounding
4 of time punches; (ii) failure to provide meal periods and failure to pay meal period premiums in
5 lieu of providing meal periods; (iii) failure to provide compliant wage statements; (iv) failure to
6 timely pay wages during employment; (v) failure to timely pay wages due at termination; (vi)
7 unfair and unlawful business practices relating to or arising out of the previous claims; (vii)
8 claims, based on the facts alleged in the First Amended Complaint, for injunctive relief,
9 restitution, disgorgement, accounting, declaratory relief or other equitable relief; and (viii) any and
10 all claims for interest, costs, or attorney fees, including without limitation claims under California
11 Labor Code sections 218.5, 1194 and California Code of Civil Procedure section 1021.5.
12 Released Class Claims do not include claims for civil penalties under PAGA, Labor Code §§ 2698
13 *et seq.* Each Settlement Class Member may hereafter discover facts in addition to or different
14 from those which they now know or believe to be true with respect to the subject matter of the
15 Released Class Claims; such discovery will not affect or abridge the release in any manner. For
16 the avoidance of doubt, the Released Class Claims encompass any claim which could have been
17 alleged by reason of or in connection with any matter or fact set forth or referred to in the First
18 Amended Complaint. Released Class Claims do not include claims for wrongful termination,
19 unlawful harassment, retaliation, Workers' Compensation, or other claims that do not arise from
20 the facts alleged in the First Amended Complaint.

21 1.43 "Released PAGA Claims" means all claims for PAGA penalties arising
22 during the PAGA Period that were alleged, or reasonably could have been alleged, based on facts
23 stated in the First Amended Complaint, the PAGA Notice, included but not limited to claims for
24 civil penalties based on (i) unpaid overtime and failure to pay minimum wages and wages due for
25 all hours worked; (ii) failure to provide meal periods and failure to pay meal period premiums in
26 lieu of providing meal periods; (iii) failure to provide compliant wage statements; (iv) failure to pay
27 wages timely during employment; and (v) failure to pay wages due timely at termination. Released
28 PAGA Claims include claims for civil penalties under California Labor Code section 2698 *et seq.*

1 based on the facts alleged in the First Amended Complaint or the PAGA Notice, including, but not
2 limited to, claims based on the following sections of the California Labor Code: 201, 202, 203, 204,
3 226, 226.3, 226.7, 510, 511, 512, 516, 558, 1182.12, 1194, 1197, 1197.1, and 1198, 2751 and
4 2810.5. Released PAGA Claims do not include underlying wage and hour claims upon which the
5 claims for civil penalties under PAGA were or could have been asserted based on the facts alleged
6 in the First Amended Complaint or PAGA Notice.

7 1.44 "Response Deadline" means the deadline for all Class Members to
8 respond to the Class Notice, which shall be forty-five (45) days after the Class Notice is mailed.

9 1.45 "Rounding Policy" refers to Defendant's timekeeping policy, which
10 states that employees' timestamps will be rounded to a quarter-hour interval based on a 7-minute
11 system.

12 1.46 "Settlement Administrator" means Simpluris, the third-party settlement
13 administration firm.

14 1.47 "Settlement Agreement" or "Agreement" means this settlement
15 agreement entered into by the Settling Parties.

16 1.48 "Settlement Class" means the collective group of all Class Members who
17 do not request exclusion from the Settlement Class.

18 1.49 "Settlement Class Member" means a Class Member who has not
19 requested exclusion from the Settlement Class.

20 1.50 "Settling Parties" means Defendant and the Class Representative on
21 behalf of himself and all Members of the Settlement Class.

22 1.51 "Updated Address" means a mailing address that was updated via a
23 Reasonable Address Verification Measure or Secondary Address Verification Measure, or an
24 updated mailing address provided by the United States Postal Service or a Class Member.

25 **2. The Settlement.**

26 **2.1 *Taxes.***

1 2.1.1 Defendant, through the Settlement Administrator, and according to the
2 terms, conditions and procedures set forth in this Settlement Agreement, shall pay each Settlement
3 Class Member their Individual Class Settlement Payment. Each Settlement Class Member's gross
4 Individual Class Settlement Payment will be apportioned as follows: 20% as wages and 80% as
5 non-wages (including penalties and interest). The AE Settlement Amount to Aggrieved Employees
6 shall be allocated as 100% for penalties. The amounts paid as wages shall be subject to all tax
7 withholdings customarily made from an employee's wages and all other authorized and required
8 withholdings and shall be reported on IRS Form W-2 by the Settlement Administrator. The
9 amounts paid as penalties and interest shall not be subject to withholdings and shall be reported on
10 IRS Form 1099 by the Settlement Administrator.

11 2.1.2 Other than the withholding and reporting requirements set forth herein,
12 each Settlement Class Member shall be responsible for the reporting and payment of any federal,
13 state and/or local income or other tax or any other withholdings, if any, on their Individual
14 Settlement Payment. Plaintiff shall be responsible for reporting any taxes or withholdings on any
15 payments made to Plaintiff pursuant to this Settlement Agreement. Likewise, Class Counsel shall
16 be responsible for reporting any taxes or withholdings on any payments made to Class Counsel
17 pursuant to this Settlement Agreement. Defendant makes no representations, and it is understood
18 and agreed that Defendant has made no representations, as to the taxability of any portions of the
19 Individual Settlement Payments to any Settlement Class Members or Aggrieved Employees, the
20 payment of any costs or an award of attorneys' fees, or any payments to the Class Representative.
21 The Class Notice will advise Class Members that they can seek their own tax advice prior to acting
22 in response to that notice, and the Class Representative and Class Counsel agree that Class
23 Members will have an adequate opportunity to seek tax advice prior to acting in response to the
24 Class Notice.

25 2.2 ***No Effect on Employee Benefits.*** The Enhancement Payment and
26 Individual Settlement Payments paid to Plaintiff and Settlement Class Members and Aggrieved
27 Employees shall not be deemed to be pensionable earnings and shall not have any effect on the
28 eligibility for, or calculation of, any of the employee benefits (e.g., vacation, holiday pay,

1 retirement plans, etc.) of Plaintiff or the Settlement Class Members or Aggrieved Employees.
2 Defendant will not, unless otherwise required by law, make from the Individual Settlement
3 Payments any additional deductions, withholdings or payments, including without limitation,
4 medical or other insurance payments or premiums, employee 401(k) or 403(b) contributions or
5 matching employer contributions, wage garnishments, or charity withholdings.

6 2.3 **PAGA Notice.** The Class Representative agrees to take all reasonable
7 steps to comply with the notice requirements of California Labor Code section 2699(I). At the time
8 of filing the Preliminary Approval Motion, the Class Representative shall provide notice of the
9 settlement set forth in this Settlement Agreement to the LWDA through that agency's Internet portal
10 and shall provide concurrent proof to Defendant that he has done so. Following the Court's entry
11 of Judgment, the Class Representative shall submit the Judgment to the LWDA and shall provide
12 concurrent proof to Defendant that he has done so. The Settling Parties agree that the release of
13 PAGA claims contained herein is binding.

14 2.4 **Preliminary Approval.**

15 2.4.1 Plaintiff, through his counsel of record, shall move for preliminary
16 approval of this settlement pursuant to California Rule of Court 3.760, *et seq.*, and file this
17 Settlement Agreement with the Court. Class Counsel will provide Defendant's Counsel with an
18 advance copy of the preliminary approval motion at least three business days prior to filing so that
19 Defendant's counsel may provide any comments prior to filing. Via this submission, Plaintiff shall
20 request that the Court conditionally certify the Class, preliminarily approve this Settlement, order
21 the Class Notice be disseminated pursuant to this Settlement Agreement, enter the Preliminary
22 Approval Order, and schedule the Final Approval Hearing.

23 2.4.2 If the Court enters the Preliminary Approval Order, then at the resulting
24 Final Approval Hearing, the Settling Parties, through their counsel of record, shall address any
25 written objections from Class Members or any concerns from Class Members who attend the Final
26 Approval Hearing as well as any concerns of the Court, and shall and hereby do, unless provided
27 otherwise in this Agreement, agree to final approval of this Settlement Agreement and entry of the
28 Judgment by the Court.

1 2.5 *Notice to Class Members.*

2 2.5.1 After the Court enters its Preliminary Approval Order, every Class
3 Member will be provided with the Class Notice in accordance with the procedures set forth herein.

4 2.5.2 **Class Database.** Within twenty-five (25) business days after entry of the
5 Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator an electronic
6 database ("Class Database"), which will list for each Class Member and Aggrieved Employee: (1)
7 first and last name; (2) Last Known Address; (3) social security number, if known; (4) whether the
8 Class Member or Aggrieved Employee is a current or former employee; and (5) the total number
9 of Individual Workweeks for each Class Member and total number of Individual Pay Periods for
10 each Aggrieved Employee. The Settlement Administrator will calculate the amount of each Class
11 Member's Individual Class Settlement Payment, with the allocation to wages (20%) and non-wage
12 recovery (80%); the amount of each Aggrieved Employee's AE Settlement Amount; and the total
13 Individual Settlement Payment for each Class Member and/or Aggrieved Employee. By approving
14 this settlement, the Court will be deemed to have authorized Defendant to provide the Settlement
15 Administrator with the social security number of the Class Members. If any or all of this
16 information is unavailable to Defendant, Defendant will so inform Plaintiff's Counsel and the
17 Parties will make their best efforts to reconstruct or otherwise agree upon how to proceed with the
18 unavailable information. The Settlement Administrator will conduct a skip trace for the address of
19 all Class Members who are former employees of Defendant. The Database shall be based on
20 Defendant's payroll, personnel, and other business records. The Settlement Administrator shall
21 maintain the Database and all data contained within the Database as private and confidential. Class
22 Counsel will not be provided with a copy of, or access to, the Database, but the Administrator can
23 share information with Class Counsel that is necessary for Class Counsel to fulfill their obligations
24 to Class Members.

25 2.5.3 **Confirmation Prior to Notice Mailing.** The Settlement Administrator
26 shall inform Class Counsel that the total of the Individual Settlement Payments is, or is not, equal
27 to the maximum amount for payments to Settlement Class Members. Amounts of Individual
28 Settlement Payments to Settlement Class Members will be provided to Class Counsel upon their

1 request. The Settlement Administrator shall also provide a formatted Class Notice, after entry of
2 the Preliminary Approval Order and before the mailing of the Class Notice, seeking the Parties'
3 approval of the Class Notice prior to mailing.

4 **2.5.4 Notice Mailing.** Within thirty (30) business days after entry of the
5 Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all
6 identified Class Members at their Last Known Addresses in English and Spanish via first class mail
7 through the United States Postal Service, postage pre-paid.

8 **2.5.5 Notice Contents.** The Class Notice shall include instructions on how to
9 opt out of or object to the settlement. The mailing enclosing the Class Notice will not contain any
10 other materials, and no other materials will be sent to any Class Member unless by the Settlement
11 Administrator or Class Counsel in response to a submission or inquiry from a Class Member in
12 response to the Class Notice. The Class Notice and its envelope or covering shall be marked to
13 denote the return address of the Settlement Administrator stated on the Class Notice.

14 **2.5.6 Updated Addresses Prior to Class Notice Mailing.** Prior to mailing the
15 Class Notice to each Class Member, the Settlement Administrator shall conduct a search for
16 Updated Addresses for all Class Members using the National Change of Address Database
17 maintained by the United States Postal Service to review the accuracy of the last mailing address
18 known by Defendant and, if possible, update Class Members' mailing addresses. To the extent this
19 process yields an Updated Address, that Updated Address shall replace the Last Known Address
20 and be treated as the new Last Known Address for purposes of this Settlement Agreement and for
21 subsequent mailings in particular.

22 **2.5.7 Class Notice Sent via Mail.** The Class Notice shall be mailed to the Last
23 Known Addresses of the Class Members no later than the Notice Mailing Deadline.

24 **2.5.8 Efforts to Find Updated Address.** In the event a Class Notice is returned
25 to the Settlement Administrator by the United States Postal Service because the address of the
26 recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Settlement
27 Administrator shall conduct a Secondary Address Verification Measure within five (5) days to
28 attempt to ascertain a current address of the particular Class Member in question to locate an

1 Updated Address. A "Secondary Address Verification Measure" is an effort to ascertain the
2 specific Class Member's address through the use of a standard skip trace procedure (such as
3 Lexis/Nexis Accurant). If an address is ascertained through the Settlement Administrator's
4 Secondary Address Verification Measure, the Settlement Administrator will re-send that Class
5 Notice within five (5) days of receiving the updated address.

6 **2.5.9 Forwarding Address Provided.** In the event a Class Notice is returned
7 to the Settlement Administrator by the United States Postal Service with a forwarding address for
8 the recipient, the Settlement Administrator shall re-mail the Class Notice to that address within five
9 (5) days of receiving such information.

10 **2.5.10 Undeliverable.** In the event that the Class Notice is returned by the
11 United States Postal Service as undeliverable because the address of the recipient is no longer valid,
12 i.e., the envelope is marked "Return to Sender," and no Updated Address can be found for that
13 Class Member as a result of a Secondary Address Verification Measure, or any mailing to any
14 Updated Address is returned as undeliverable, the Class Notice will be deemed to have been
15 undeliverable.

16 **2.5.11 Weekly Status Reports.** The Settlement Administrator shall provide a
17 weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator
18 will inform Class Counsel and Defendant's Counsel of the number of Class Notices mailed, the
19 number of Class Notices re-mailed, the number of Class Notices deemed finally undeliverable, the
20 number of opt-outs and objections, and the number of open and resolved class member disputes (as
21 discussed in Paragraph 2.6.10 below).

22 **2.6 Responses to the Class Notice and Motion for Final Approval.**

23 **2.6.1** Class Members have the option to participate in this Lawsuit at their own
24 expense by obtaining their own attorney(s). Class Members who choose this option will be
25 responsible for any attorneys' fees or costs incurred as a result of this election. The Class Notice
26 will advise Class Members of this option.

27 **2.6.2 Objections to Settlement.** Class Members may object to the Settlement
28 Agreement by submitting written objections (by mail, fax, or email) to the Settlement

1 Administrator no later than the Response Deadline. The Class Notice will advise Class Members
2 of this option. The Settlement Administrator shall provide any such objections to Class Counsel
3 and Defendant's counsel immediately upon receipt, and file the objection with the Court. If the
4 Settlement Administrator is unable to file the objection, it will notify counsel for the Settling Parties
5 and Defendant's counsel will file the objection with the Court. Class Members may appear and
6 object at the Final Approval Hearing without first having submitted a written objection.

7 **2.6.3 Format of Objection.** Any objections shall state: (a) the case name (*Jesus*
8 *Roldan, Jr. v. Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation*) and case number
9 (24STCV01475); (b) the objecting person's or their attorney's full name, address, and telephone
10 number; (c) the words "Notice of Objection" or "Formal Objection"; and (d) describe the basis for
11 the objection. Class Members may appear and object at the Final Approval Hearing without first
12 having submitted a written objection.

13 **2.6.4 Notice of Intent to Appear.** Class Members who wish to appear and
14 object at the Final Approval Hearing, either on their own behalf or through the objector's own
15 counsel may, but are not required to, notify the Parties of the objector's intent to appear at the Final
16 Approval Hearing by mailing or filing a notice of intent to appear with the Court by the Response
17 Deadline. Class Members may appear and object at the final approval hearing without first having
18 submitted a notice of intent to appear.

19 **2.6.5 Class Member Address Changes.** Class Members who, for future
20 reference and mailings from the Court or Settlement Administrator, if any, wish to change the name
21 or address listed on the envelope in which the Class Notice was first mailed to them, may do so by
22 contacting the Settlement Administrator at the toll-free telephone number or mailing address
23 provided in the Class Notice.

24 **2.6.6 Requests for Exclusion ("Opt Out").** Class Members may request
25 exclusion from or "opt out" of the Settlement Class. The Class Notice will provide that Class
26 Members who wish to exclude themselves from the Settlement must mail, fax, or email to the
27 Settlement Administrator a written request for exclusion postmarked by the Response Deadline.
28 The Class Representative shall not opt out of the class.

1 **2.6.7 Format of Request for Exclusion.** The written request for exclusion
2 must: (a) state the Class Member's name, address, telephone number, and last four numbers of their
3 social security number or employee identification number; (b) state the Class Member's intention
4 to exclude themselves from or opt-out of the settlement (e.g., "I want to exclude myself from this
5 settlement. I also understand that I retain all rights to sue the Defendant for the claims asserted in
6 this lawsuit."); (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member
7 or their lawful representative; and (e) be postmarked, fax-stamped, or time stamped no later than
8 the Response Deadline. If a fully completed and properly executed Request for Exclusion is not
9 received by the Settlement Administrator from a Class Member postmarked, fax-stamped, or time
10 stamped on or before the Response Deadline, then that Class Member will be deemed to have
11 forever waived their right to opt out of the Settlement Class and will become Settlement Class
12 Members. Those portions of the Gross Settlement Amount for Settlement Class Members
13 attributable to Class Members who submit valid Requests for Exclusion shall become part of the
14 Net Settlement Amount, distributable to Settlement Class Members and Aggrieved Employees.

15 **2.6.8 Effect of "Opt Out."** Any Class Member who returns a timely, valid, and
16 executed request for exclusion will not participate in or be bound by the settlement and subsequent
17 judgment and will not receive an Individual Settlement Payment. The Class Member who elects
18 to opt out shall not be entitled to any benefit as a result of this Litigation, nor be allowed to object
19 to this settlement. Aggrieved Employees who are also Class Members will remain Aggrieved
20 Employees under this Agreement even if they opt out.

21 **2.6.9 Failure to "Opt Out."** Class Members who do not opt out of the
22 Settlement Class, as described in this Settlement Agreement, shall be deemed Settlement Class
23 Members and shall be subject to the Judgment regardless of whether they ultimately negotiate their
24 settlement checks.

25 **2.6.10 Class Member Disputes.** The Class Notice shall contain, in the
26 appropriate space, the Class Member's estimated Individual Settlement Payment and number of
27 Individual Workweeks. Class Members are not required to submit any form in order to receive
28 their Individual Settlement Payments as Settlement Class Members. If a Class Member wishes to

1 dispute this information and seek a larger Individual Settlement Payment or additional Individual
2 Workweeks, the Class Member must submit to the Settlement Administrator, in advance of the
3 Response Deadline, a signed dispute explaining the reasons for such a dispute, the number of
4 Individual Workweeks the Class Member contends are correct, and any supporting documents. In
5 the absence of such documentation, the Class Database will be controlling. No dispute will be
6 valid if postmarked, fax-stamped, or otherwise time stamped after the Response Deadline. Counsel
7 for the Settling Parties shall meet and confer on all such disputes following the Response Deadline
8 in an effort to resolve them. If any disputes remain unresolved following this meet and confer effort,
9 the Settling Parties shall seek a determination from the Settlement Administrator, which shall be
10 final and binding.

11 **2.6.11 Settlement Administrator's Report.** No later than fifteen (15) business
12 days after the Response Deadline, the Settlement Administrator will provide Counsel for the
13 Settling Parties with a complete and accurate accounting of the number of Class Notices mailed to
14 Class Members, the number of Class Notices returned as undeliverable and re-mailed, the number
15 of Class Notices deemed finally undeliverable via mail, the number of valid and invalid opt-outs,
16 the number of objections, and the number of open and resolved class member disputes.

17 **2.6.12 Settlement Administrator's Declaration.** No later than thirty (30)
18 calendar days after the Response Deadline or at the request of the Parties, whichever comes first,
19 the Settlement Administrator will provide the Parties with a declaration of due diligence setting
20 forth its compliance with its obligations under this Agreement. The declaration from the Settlement
21 Administrator will be filed with the Court by Class Counsel at the time the final approval motion
22 is filed. Before the Final Approval Hearing, the Settlement Administrator will supplement its
23 declaration of due diligence if any material changes occur from the date of the filing of its prior
24 declaration.

25 **2.6.13 No Solicitation of Objections or Requests for Exclusion.** Neither the
26 Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any
27 Class Member to object to the settlement, request exclusion from the settlement, or appeal from
28 the Judgment.

1 2.7 ***Final Approval, Judgment, and Appeals.***

2 2.7.1 **Final Approval.** Class Counsel will file motions and memoranda in
3 support thereof for Final Approval of the settlement and the following payments in accord with the
4 terms of the Settlement Agreement: (a) Attorneys' Fees, (b) Litigation Expenses,
5 (c) Administrative Costs, (d) Enhancement Payment, and (e) the PAGA Settlement Amount. Class
6 Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment)
7 releasing and barring any Released Class Claims of the Settlement Class Members and Released
8 PAGA Claims of the Aggrieved Employees. Defendant will not oppose these motions provided
9 they are consistent with this Agreement. The Settling Parties shall take all reasonable efforts to
10 secure entry of the Order of Final Approval and Judgment. The Class Representative shall submit
11 the Judgment in this matter to the LWDA within ten (10) days after receipt of the Judgment.

12 2.7.2 **Denial or Appeal of Final Approval.** If the Court does not grant Final
13 Approval of this settlement, or if the Court's Final Approval of the settlement is reversed or
14 materially modified on appellate review, then this Settlement Agreement shall be void *ab initio*,
15 and Defendant shall have no obligation to make any payments under the Settlement Agreement,
16 except that Defendant agrees to be solely responsible for paying any fees owing to the Settlement
17 Administrator as a result of this Agreement. An award by the Court of a lesser amount than sought
18 by Plaintiff and Class Counsel for the Enhancement Award, Attorneys' Fees, or Litigation
19 Expenses will not constitute a material modification to the settlement within the meaning of this
20 Paragraph.

21 2.7.3 **Proposed Order and Judgment.** Upon Final Approval of the settlement,
22 the Settling Parties shall present to the Court an agreed upon proposed Final Approval Order,
23 approving of the settlement and entering Judgment in accordance therewith. After entry of
24 Judgment, the Court shall have continuing jurisdiction over the Litigation for purposes of:
25 (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3)
26 addressing such post-Judgment matters as may be appropriate under Court rules and applicable
27 law.
28

1 **2.7.4 Waiver of Right to Appeal.** Provided that the Judgment is consistent with
2 the terms and conditions of this Settlement Agreement, the Parties and their respective counsel
3 waive any and all rights to appeal from the Judgment, including but not limited to, all rights to any
4 post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside
5 judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it
6 is entered. The waiver of appeal does not include any waiver of Plaintiff's and or Class Counsel's
7 right to appeal a reduction of the amounts requested for the Enhancement Award, Attorneys' Fees,
8 or Litigation Expenses, or oppose any appeal, appellate proceeding, or post-judgment proceeding.
9 For avoidance of doubt, this provision does not restrict any party's right to oppose any appeal filed
10 by any Class Members, in the event that a Class Member timely objected to the settlement and
11 ultimately appeals the Judgment.

12 **2.7.5 Vacating, Reversing, or Modifying Judgment on Appeal.** If, on appeal,
13 the reviewing court vacates, reverses, or modifies the Judgment such that there is a material
14 modification of the settlement, and that court's decision is not completely reversed and the
15 Judgment is not fully affirmed on review by a higher court, then this Settlement Agreement will
16 become null and void and the Settling Parties will have no further obligations under it. A material
17 modification would include, but not necessarily be limited to, any alteration of the Gross Settlement
18 Amount, an alteration in the calculation of the Net Settlement Amount or PAGA Settlement
19 Amount, and any change to the calculation of the Individual Settlement Payments.

20 **2.8 Funding and Disbursement of Settlement.**

21 **2.8.1 Funding the Settlement.** Defendant shall wire to the Settlement
22 Administrator the Gross Settlement Amount within fifteen (15) business days of the Effective Date.

23 **2.8.2 Disbursement of Settlement.** Within thirty (30) business days after the
24 Effective Date, the Settlement Administrator shall disburse: (1) the Net Class Settlement Amount
25 to be paid to Settlement Class Members; (2) the Attorneys' Fees and Litigation Expenses, as
26 approved by the Court, to Class Counsel; (3) the Enhancement Payment, as approved by the Court,
27 to the Class Representative; (4) the Administration Costs, as approved by the Court, to the
28 Settlement Administrator; and (5) the PAGA Settlement Amount, as approved by the Court, to the

1 LWDA and Aggrieved Employees. Following disbursement, the Settlement Administrator shall
2 provide counsel for the Settling Parties with a written confirmation of the disbursement mailing.

3 **2.8.3 Class Member Checks.** The Settlement Administrator shall issue to each
4 Settlement Class Member one check payable to the Settlement Class Member from the qualified
5 settlement account (administered by the Settlement Administrator but funded by Defendant) for
6 the Individual Settlement Payment, less applicable taxes and withholdings. The Settlement
7 Administrator shall mail this check to each Settlement Class Member at their Last Known Address,
8 or Updated Address if obtained.

9 **2.8.4 Checks to Aggrieved Employees That Are Not Settlement Class**
10 **Members.** The Settlement Administrator shall issue to each Aggrieved Employee who is not a
11 Settlement Class Member one check payable from the qualified settlement account (administered
12 by the Settlement Administrator but funded by Defendant) for their share of the PAGA Settlement
13 Amount. The Settlement Administrator shall mail this check to each Aggrieved Employee who is
14 not a Settlement Class Member at their Last Known Address, as provided by Defendant within
15 fifteen (15) business days after the Effective Date in a format substantially similar to the database
16 of Class Member contact information as provided in Paragraph 2.5.2. The Settlement
17 Administrator will use the same process to obtain an Updated Address for Aggrieved Employees
18 as for the notice mailing for Settlement Class Members as provided in Paragraphs 2.5.6 and 2.5.8
19 to 2.5.11.

20 **2.8.5 Uncashed Checks.** Checks issued to Settlement Class Members, and
21 Aggrieved Employees who are not Settlement Class Members, pursuant to this Agreement shall
22 remain negotiable for a period of one hundred eighty (180) days from the date of mailing. If any
23 checks remain unredeemed or not deposited upon expiration of the one hundred eighty (180) day
24 period during which settlement checks are negotiable, the uncashed funds shall escheat to the State
25 of California Unclaimed Property Division. Settlement Class Members and Aggrieved Employees
26 who fail to negotiate their settlement checks in a timely fashion shall remain subject to the terms
27 of the Judgment.
28

1 2.8.6 **Post-Distribution Accounting and Settlement Administrator's Final**
2 **Report.** Within ten (10) business days after the disbursement of all funds, the Settlement
3 Administrator will serve on counsel for the Settling Parties a declaration providing a final report
4 on the disbursements of all funds. This declaration will include an easy to read chart that will
5 provide the following information: (1) the total Gross Settlement Amount; (2) the total number of
6 Settlement Class Members; (3) the total number of Class Members to whom the Class Notice was
7 sent and not returned as undeliverable; (4) the number and percentage of opt-outs from the
8 settlement; (5) the number and percentage of objections; (6) the average and median recovery per
9 Settlement Class Member; (7) the total number of Aggrieved Employees who are not Settlement
10 Class Members; (8) the average and median recovery per Aggrieved Employee who is not a
11 Settlement Class Member; (9) the administrative costs; (10) the Attorneys' Fees and Litigation
12 Expenses; (11) the Attorneys' Fees in terms of percentage of the Gross Settlement Amount. Within
13 twenty-one (21) calendar days after the Gross Settlement Amount has been distributed, the Parties
14 shall file this Post-Distribution Accounting with the Court. The Settlement Administrator will also
15 provide a declaration at the expiration of the check cashing deadline which details in the
16 information listed herein as well as the amount of uncashed funds. The Settlement Administrator
17 will provide any other supplemental declaration(s) required by the Court.

18 2.9 **Releases.**

19 2.9.1 **Settlement Class Members.** Upon the Effective Date and full funding of
20 the Gross Settlement Amount, each of the Settlement Class Members shall be deemed to have, and
21 by operation of the Judgment shall have, fully, finally, and forever released, relinquished and
22 discharged the Defendant Releasees from the Released Class Claims.

23 2.9.2 **Aggrieved Employees.** Upon the Effective Date and full funding of the
24 Gross Settlement Amount, each of the Aggrieved Employees shall be deemed to have, and by
25 operation of the Judgment shall have, fully, finally, and forever released, relinquished and
26 discharged the Defendant Releasees from the Released PAGA Claims.

27 2.9.3 **Plaintiff/Class Representative Only.** In addition, upon the Effective
28 Date and full funding of the Gross Settlement Amount, the Class Representative agrees to and shall

1 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released,
2 relinquished and discharged the Defendant Releasees from any and all actions, causes of action,
3 claims, suits, covenants, contracts, controversies, agreements, promises, indemnities, damages,
4 judgments, remedies, demands and liabilities, of any nature whatsoever, known or unknown, fixed
5 or contingent, in law, at equity or otherwise, whether direct, derivative or otherwise, which have
6 been, may be or ever could be asserted against any the Defendant Releasees, relating to or in
7 connection with (i) any act, omission, event, occurrence, or nonoccurrence from the beginning of
8 time to the execution of this Agreement, including the Released Claims and the Plaintiff's Released
9 Unknown Claims. The Class Representative agrees that California Labor Code section 2804 does
10 not hinder or limit the preclusive effect of the Judgment on the Released Claims.

11 **2.10 *Costs, Attorneys' Fees and Enhancement Award.***

12 **2.10.1 Attorneys' Fees and Litigation Expenses.** Class Counsel shall be
13 entitled, subject to the approval of the Court and the occurrence of the Effective Date, to recover
14 their reasonable litigation costs, associated expenses and attorney fees pursuant to California law.
15 These costs, fees, and expenses shall be paid out of the Gross Settlement Amount, subject to Court
16 approval and the occurrence of the Effective Date. Class Counsel may apply for a total attorney
17 fee award not to exceed \$150,000 (which is one-third of the Gross Settlement Amount) for all
18 attorneys' fees and actual litigation expenses not to exceed \$2,500. The Settlement Administrator
19 will report the payment of Attorneys' Fees and Litigation Expenses to Class Counsel on IRS Form
20 1099.

21 **2.10.2** Class Counsel and the Class Representative will not seek to recover any
22 other fees, costs or expenses incurred in this Litigation. The Class Representative and Class
23 Counsel agree that they shall be responsible for seeking and justifying their fees and cost awards
24 to the Court, and they agree to submit the necessary materials to justify the requested award along
25 with the motion for final approval of the Settlement. Defendant will not oppose an award that is
26 consistent with this Paragraph. Upon request, Class Counsel shall provide the Settlement
27 Administrator with a Form W-9(s) for reporting purposes and written allocation instructions, if any,
28 regarding the payee(s). Other than any reporting of this fee payment as required by this Settlement

1 Agreement or law, which Defendant shall make, Class Counsel and the Class Representative shall
2 be responsible for the reporting and payment of any federal, state and/or local income or other form
3 of tax on any payment made pursuant to this Paragraph. The payment awarded and made pursuant
4 to this Paragraph shall constitute full satisfaction of any claim for fees or costs or any other
5 expenses, and the Class Representative and Class Counsel, on behalf of themselves and all
6 Settlement Class Members, agree that they shall neither seek nor be entitled to any additional
7 attorney fees or costs under any theory nor shall they seek an award in excess of the amount
8 specified herein.

9 2.10.3 **Enhancement Payment.** In addition to his Settlement Payment as a
10 Settlement Class Member, and subject to the Court's approval and occurrence of the Effective Date,
11 the Class Representative will receive an Enhancement Payment, subject to the Court's approval, in
12 an amount not to exceed \$5,000.00. This Enhancement Payment will be paid out of the Gross
13 Settlement Amount. The Class Representative and Class Counsel agree that they shall be
14 responsible for seeking and justifying this Enhancement Payment to the Court, and they agree to
15 submit the necessary materials to justify the requested Enhancement Payment along with the
16 motion for final approval of the Settlement. Defendant will not oppose an award that is consistent
17 with this Paragraph.

18 2.10.4 The Enhancement Payment shall be compensation and consideration for
19 the Class Representative's efforts as the class representative in the Litigation and benefits conferred
20 upon the Class and State of California. Defendant shall report to the Internal Revenue Service the
21 payment as non-wage income to the Class Representative in the year of payment. This reporting
22 shall be done via a Form 1099, and the Class Representative agrees to take full responsibility for
23 the payment of any outstanding taxes due.

24 2.10.5 Unless otherwise expressly provided, Defendant shall have no
25 responsibility for, and no liability whatsoever with respect to, the allocation among the Class
26 Representative, Class Counsel and/or any other Person who may assert some claim thereto, of any
27 award or payment issued or made in the Litigation or pursuant to this Settlement Agreement.

28 2.11 ***Defendant's Rounding Policy.***

1 2.11.1 As part of the consideration provided to the Class under this Agreement,
2 by approximately August 18, 2024, Defendant will discontinue its current rounding policy and
3 adopt a policy of computing the time non-exempt employees work during each shift, when
4 applicable, based on the actual punch-in and actual punch-out time of the non-exempt employee.
5 Defendant agrees to take all reasonable measures to meet the August 18, 2024 deadline, unless
6 unforeseen circumstances arise. In the event of unforeseen circumstances that make it
7 impractical for Defendant to meet the deadline, Defendant and Plaintiff agree to meet and confer
8 to discuss a reasonable deadline to fulfill this part of the agreement.

9 2.12 *Settlement Administration Costs.*

10 2.12.1 The Administration Costs reasonably incurred by the Settlement
11 Administrator as a result of procedures and processes expressly required by this Settlement
12 Agreement shall be paid out of the Gross Settlement Amount, in an amount not to exceed \$15,000.
13 The Class Representative and Class Counsel shall have no responsibility for such fees or expenses.

14 2.12.2 The actions of the Settlement Administrator shall be governed by the
15 terms of this Settlement Agreement. Defendant and Class Counsel may provide relevant
16 information needed by the Settlement Administrator pursuant to this Agreement and engage in
17 related communications with the Settlement Administrator. Defendant and Class Counsel may
18 provide logistical instructions to the Settlement Administrator with regard to actions required by
19 this Settlement Agreement and engage in related communications with the Settlement
20 Administrator.

21 2.12.3 The Settlement Administrator must communicate to counsel for the
22 Settling Parties any action that may cause delay in completing any of its duties, including but not
23 limited to, disseminating the Class Notice, providing a declaration of due diligence, and disbursing
24 the payments required under this Settlement Agreement. The Settlement Administrator must also
25 communicate, to counsel for the Settling Parties, the nature of any Class Member disputes and their
26 resolution or lack thereof.

27 2.12.4 In the event that any of the Settling Parties take the position that the
28 Settlement Administrator has not acted in accordance with the terms of the Settlement Agreement,

1 that party's counsel shall meet and confer with counsel for the other Settling Party prior to raising
2 any such issue with the Court.

3 2.13 *PAGA Settlement Amount.*

4 2.13.1 As part of this settlement, and subject to Court approval, the Settling
5 Parties allocate \$30,000.00 of the Gross Settlement Amount to satisfy PAGA penalties as alleged
6 in the operative First Amended Complaint. Seventy-five percent (75% or \$22,500.00) of the
7 PAGA Settlement Amount shall be paid to the LWDA and twenty-five percent (25% or
8 \$7,500.00) of the PAGA Settlement Amount shall be distributed to Aggrieved Employees, with
9 each AE Settlement Amount calculated as described in Paragraph 1.3.

10 2.14 *Termination of Settlement.*

11 2.14.1 In the event that any material provision of the settlement set forth in this
12 Agreement shall not be approved in its entirety by the Court, or in the event that the Effective Date
13 does not occur, any of the Settling Parties shall have the option to void the settlement, and in such
14 case, no payments shall be made by Defendant to anyone in accordance with the terms of this
15 Agreement (except that Defendant agrees to be solely responsible for paying any costs charged by
16 the Settlement Administrator as a result of its efforts pursuant to this Settlement Agreement up to
17 the date of termination), and this Settlement Agreement shall be deemed null and void with no
18 effect on the Lawsuit whatsoever.

19 2.14.2 In the event that five (5) percent or more of the Class Members opt out of
20 the Settlement Class by submitting opt outs pursuant to this Settlement Agreement, Defendant shall
21 have the option to terminate and void this settlement and this Agreement. If Defendant cancels the
22 settlement pursuant to this section, then Defendant will be responsible for all costs charged by the
23 Settlement Administrator up to the date of cancellation.

24 2.15 *Miscellaneous Provisions.*

25 2.15.1 The Settlement Administrator shall act in accordance with the Settlement
26 Agreement and the settlement contained therein or further orders of the Court.

1 2.15.2 The only Class Members entitled to any payment under this Agreement
2 and the associated Judgment are Settlement Class Members, and except in the case of the Class
3 Representative, they shall be entitled to their respective Individual Settlement Payments only.

4 2.15.3 This Agreement shall not require payment by Defendant to any third
5 parties, other than as specifically set forth in this Agreement. Any finding to the contrary will be
6 grounds for Defendant to void the settlement.

7 2.15.4 In the event that any material provision of the Settlement Agreement is
8 not substantially approved by the Court or the settlement set forth in this Agreement is terminated,
9 canceled, declared void or fails to become effective in accordance with its terms, or if the Judgment
10 does not become Final, or to the extent cancelation is otherwise provided for in this Agreement,
11 the Settling Parties shall resume the Litigation at that time as if no Settlement Agreement had been
12 entered. In such event, the terms and provisions of the Settlement Agreement shall have no further
13 force and effect with respect to the Settling Parties and shall not be used in this Litigation or in any
14 other proceeding for any purpose, and any Judgment or order entered by the Court in accordance
15 with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.
16 Notwithstanding any other provision of this Agreement, no order of the Court or modification or
17 reversal on appeal of any order of the Court concerning the amount of any Attorneys' Fees to be
18 paid to Class Counsel shall by itself constitute grounds for cancelation or termination of the
19 Settlement Agreement or grounds for limiting any other provision of the Judgment, provided that
20 Defendant shall never be required to pay in excess of the Gross Settlement Amount (with the
21 exception of Defendant's obligation to pay Employer Payroll Taxes). It is agreed that no order of
22 the Court, including any order concerning Attorneys' Fees, may alter the Gross Settlement Amount.

23 2.15.5 Unless otherwise ordered by the Court, in the event the Settlement
24 Agreement shall be terminated, canceled, declared void or fails to become effective in accordance
25 with its terms, or if the Judgment is reversed on appeal, within twenty (20) business days after
26 written notification of such event, Defendant and Class Counsel shall notify each other of this event
27 in writing.
28

1 2.15.6 The Settling Parties: (a) acknowledge that it is their intent to consummate
2 this Agreement; (b) agree to cooperate to effectuate and implement all terms and conditions of the
3 Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of
4 the Settlement Agreement; and (c) agree to seek and to attempt to obtain Court approval of the
5 settlement.

6 2.15.7 The Settling Parties hereby agree that there is a good faith dispute as to
7 liability in this case. The Settlement Agreement compromises claims that were contested and the
8 subject of a good faith dispute, and it shall not be deemed an admission by any of the Settling
9 Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid
10 in Settlement and the other terms of the settlement were negotiated at arm's length and in good
11 faith with sufficient information by the Settling Parties and reflect a settlement that was reached
12 voluntarily after consultation with competent legal counsel.

13 2.15.8 The Settling Parties agree that the Response Deadline shall not be
14 extended, and no untimely submissions will be honored, unless the Parties agree to make an
15 exception. Notwithstanding the foregoing, a Class Member who can make a showing of legal
16 incapacity during the Notice Period will be allowed to extend the Response Deadline for that
17 Class Member only to account for the period of legal incapacity.

18 2.15.9 Neither the Settlement Agreement nor the settlement, nor any act
19 performed or document executed pursuant to, or in furtherance of, the Settlement Agreement or the
20 settlement: (a) is or may be deemed to be or may be used as an admission by Defendant Releasees
21 of the validity of any Released Class Claim or Released PAGA Claim; or (b) may be used as an
22 admission of any fault or omission by the Defendant Releasees, or any of them, in any civil,
23 criminal or administrative proceeding in any court, administrative agency or other tribunal. The
24 Settling Parties agree that all alleged liability is disputed in good faith.

25 2.15.10 All of the exhibits to the Settlement Agreement are material and integral
26 parts hereof and are fully incorporated herein by this reference.

27 2.15.11 The Settlement Agreement may be amended or modified only by a written
28 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

1 2.15.12 The Settlement Agreement constitutes the entire agreement among the
2 Settling Parties hereto and no representations, warranties or inducements have been made to any
3 party concerning the Settlement Agreement or its exhibits other than the representations, warranties
4 and covenants contained and memorialized in such documents. This Agreement supersedes and
5 completely replaces any previous agreements, oral or written, among the Settling Parties. Except
6 as otherwise provided herein, each party shall bear its own fees and costs.

7 2.15.13 Class Counsel, on behalf of the Class, are expressly authorized by the
8 Class Representative to take all appropriate action required or permitted to be taken by the Class
9 pursuant to the Settlement Agreement to effect its terms and also are expressly authorized to enter
10 into any modifications or amendments to the Settlement Agreement on behalf of the Class which
11 they deem appropriate.

12 2.15.14 The signatories hereto hereby represent that they are fully authorized to
13 enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

14 2.15.15 The Settlement Agreement may be executed in one or more counterparts.
15 All executed counterparts and each of them shall be deemed to be one and the same instrument.
16 Any counterpart or other signature delivered by facsimile or by electronic mail shall be deemed
17 for all purposes as being a good and valid execution and delivery of this Agreement by that party.
18 The parties hereto further acknowledge and agree that this Agreement may be signed and/or
19 transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via
20 DocuSign, Adobe Sign, or other electronic signature technology), and that such signed electronic
21 record shall be valid and as effective to bind the party so signing as a paper copy bearing such
22 party's handwritten signature. The parties further consent and agree that (i) to the extent a party
23 signs this Agreement using electronic signature technology, by clicking "SIGN", such party is
24 signing this Agreement electronically; and (ii) the electronic signatures appearing on this
25 Agreement shall be treated, for purposes of validity, enforceability and admissibility, the same as
26 handwritten signatures. A complete set of executed counterparts shall be filed with the Court.

27 2.15.16 The Settlement Agreement shall be binding upon, and inure to the benefit
28 of, the successors and assigns of the parties hereto, however, this Settlement Agreement is not

1 designed to and does not create any third party beneficiaries unless otherwise specifically provided
2 herein.

3 2.15.17 The Court shall retain jurisdiction with respect to implementation and
4 enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the
5 jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in
6 the Agreement.

7 2.15.18 The Settlement Agreement and the exhibits hereto shall be considered to
8 have been negotiated, executed and delivered, and to have been wholly performed, in the State of
9 California, and the rights and obligations of the parties to the Settlement Agreement shall be
10 construed and enforced in accordance with, and governed by, the internal, substantive laws of the
11 State of California without giving effect to that State's choice of law principles.

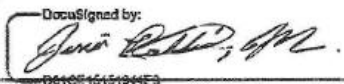
12 2.15.19 The language of all parts of this Settlement Agreement shall in all cases
13 be construed as a whole, according to its fair meaning, and not strictly for or against either party.
14 No party shall be deemed the drafter of this Settlement Agreement. The parties acknowledge that
15 the terms of the Settlement Agreement are contractual and are the product of negotiations between
16 the parties and their counsel. Each party and that party's counsel cooperated in the drafting and
17 preparation of the Settlement Agreement. In any construction to be made of the Settlement
18 Agreement, the Agreement shall not be construed against any party and the canon of contract
19 interpretation set forth in California Civil Code section 1654 shall not be applied.

20 2.15.20 **No Publicity.** Prior to the submission of the Settlement Agreement to the
21 Court for preliminary approval, neither Class Representative nor Class Counsel shall communicate
22 any terms of this settlement to any third parties. Following the submission for preliminary approval
23 and thereafter, Class Representative and Class Counsel shall not publicize the settlement in this
24 action or the terms thereof via (a) press releases, (b) Internet postings, or (c) other mass or social
25 media efforts. This shall not prohibit Class Counsel from discussing this case or any aspect of this
26 settlement with any Class Representative, any Class Member (absent or otherwise) in this case, or
27 any court or opposing counsel; also, this shall not prohibit Class Counsel from in any way
28

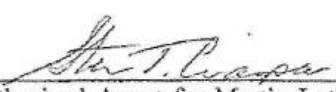
disclosing their mere status as counsel in the case or making objective and truthful reference to the case or its settlement and any attorneys' fee award in any future pleading in another litigation.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, and this Settlement Agreement is AGREED TO.

DATED: 11/27/2024

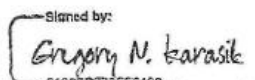
DocuSigned by:

JESUS ROLDAN, JR.
Plaintiff and Class Representative

DATED: 12/2/2024


Authorized Agent for Martin Luther King Jr. Los Angeles (MLK-LA) Healthcare Corporation.
Name:
Title:

APPROVED AS TO FORM:

DATED: 11/27/2024

Signed by:

Karasik Law Firm
GREGORY N. KARASIK
Majarian Law Group, APC
SAHAG MAJARIAN II
Attorneys for Plaintiff Roldan/Class Counsel

DATED: 12/3/2024


Munger, Tolles & Olson LLP
KATHERINE M. FORSTER
ABRAHAM B. DYK
PRISCILA CORONADO
Attorneys for Defendant Martin Luther King Jr. Los Angeles (MLK-LA) Healthcare Corporation

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EXHIBIT 1

**NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS ACTION AND NOTICE OF
HEARING ON PROPOSED SETTLEMENT**

*(Jesus Roldan, Jr. v. Martin Luther King, Jr. – Los Angeles (MLK-LA) Healthcare Corporation,
Superior Court of the State of California, County of Los Angeles, Case No. 24CV01475)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

This letter is being sent to current and former hourly non-exempt California employees of Martin Luther King, Jr – Los Angeles (MLK-LA) Healthcare Corporation (“MLK”), which is otherwise known as MLK Community Hospital. On January 19, 2024, former employee, Jesus Roldan, Jr. filed a class action lawsuit against MLK. Plaintiff asserts claims for (i) unpaid overtime and failure to pay minimum wages and wages due for all hours worked; (ii) failure to provide meal periods and failure to pay meal period premiums in lieu of providing meal periods; (iii) failure to provide compliant wage statements; (iv) failure to timely pay wages during employment; (v) failure to timely pay wages due at termination; (vi) unfair and unlawful business practices relating to or arising out of the previous claims; and (vii) a claim for civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”) for the alleged underlying violations. MLK denies any liability or wrongdoing of any kind with respect to the lawsuit’s allegations, and maintains that it has proper practices, but agreed to settle the lawsuit to avoid the disruption and cost of ongoing litigation.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

**Do Nothing and
Receive a Payment**

To receive a cash payment from the Settlement, you do **not** have to do anything.

Your estimated Individual Class Settlement Payment is: \$<< __ >>. See the explanation in Section 5 below.

After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.

**Exclude Yourself
from the Class
Settlement but not
the PAGA Settlement**

To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator as provided below. **If you request exclusion, you will receive no money from the class portion of the Settlement, you will not be bound by the class portion of the Settlement, and your Individual Class Settlement Payment will be allocated among the members of the Settlement Class.**

You cannot opt out of the PAGA portion of the proposed Settlement. If you are an Aggrieved Employee, you will receive an individual PAGA settlement payment and release the Released PAGA Claims (described below). **Your estimated individual PAGA settlement payment is: \$<< __ >>.**

Instructions are set forth in Section 7 below.

**Object to the Class
Settlement but You
cannot Object to the
PAGA Settlement**

If you do not exclude yourself from the settlement, you may write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection.

Directions are provided in Section 8 below.

**You Can Participate
in the _____ Final
Approval Hearing**

The Court’s Final Approval Hearing is scheduled to take place on [DATE]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. Settlement Class Members can orally object to the Settlement in person or write to the Court in advance.

**You Can Challenge
the Calculation of
your Workweeks**

The amount of your Individual Class Settlement Payment depends on how many workweeks you worked during the Class Period, and, if you are an Aggrieved Employee, the amount of your individual PAGA settlement payment depends on how many pay periods you worked during the PAGA Period. If you disagree with the information in section 5 below, you must challenge it by [Response Deadline].

MARTIN LUTHER KING, JR.-LOS ANGELES (MLK-LA) HEALTHCARE CORPORATION will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the "Court") has been reached between Plaintiff Jesus Roldan, Jr. ("Plaintiff") and Defendant Martin Luther King, Jr. Los Angeles (MLK-LA) Healthcare Corporation ("Defendant") and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Class, defined as:

All non-exempt employees who worked for Defendant in California during the period from June 22, 2022, through August 17, 2024 (the "Class Period"), other than Class Members bound by the judgment in Los Angeles Superior Court Case No. 21STCV02745 who did not work for Defendant after June 22, 2023. The Settlement Class includes a subclass (the "Meal Period Subclass") consisting of non-healthcare workers who worked shifts over twelve hours.

The Class Period is the period of time from June 22, 2022, through August 17, 2024. This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On January 19, 2024, Plaintiff filed a class action complaint against Defendant Martin Luther King, Jr. Los Angeles (MLK-LA) Healthcare Corporation for alleged violations of the California Labor Code in Los Angeles County Superior Court, Case No. 24CV01475 ("Action"). The complaint was later amended to include a claim under PAGA for the same alleged underlying violations, after appropriate notice to the Labor and Workforce Development Agency (the "PAGA Notice").

The Parties in this Action engaged in arm's-length settlement negotiations, engaged in informal discovery, and held a settlement conference on June 12, 2024, which resulted in this Settlement.

Defendant denies and disputes all of the claims asserted against it. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Class Members properly received all meal periods or meal period premiums in lieu of meal periods; that Defendant complied with California wage statement requirements; that Defendant timely paid all wages during employment and upon separation or termination of employment; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on [PRELIMINARY APPROVAL DATE]. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and for Gregory N. Karasik of Karasik Law Firm and Sahag Majarian II of Majarian Law Group, APC as Class Counsel.

1 **3. What are the terms of the Settlement?**

2 Gross Settlement Amount. Defendant has agreed to pay a total of Four Hundred and Fifty Thousand Dollars
3 (\$450,000) (the "Gross Settlement Amount") with no reversion to Defendant. The Gross Settlement Amount
4 includes all payments of Individual Class Settlement Payments to Settlement Class Members contemplated
5 by the Settlement, each Aggrieved Employee's portion of the PAGA Settlement Amount (the "AE Settlement
6 Amount"), the Settlement Administration Costs, Attorneys' Fees and Litigation Expenses to Class Counsel,
7 Enhancement Payment to the Class Representative, and a payment to the Labor and Workforce Development
8 Agency ("LWDA") for its share of the PAGA Settlement Amount. Any employer-side payroll taxes on the
9 portion of the Individual Class Settlement Payments allocated to wages shall be separately paid by Defendant.

10 Your payment will be distributed following the Final Fairness Hearing. If your mailing address changes, you
11 are responsible for updating it with the Settlement Administrator at the phone number below.

12 Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to
13 be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and
14 which will be deducted from the Gross Settlement Amount before Individual Class Settlement Payments are
15 paid to Class Members who do not request exclusion ("Settlement Class Members"):

- 16 • Settlement Administration Costs. Payment to the Settlement Administrator, not to exceed \$15,000,
17 for expenses, including without limitation expenses of notifying Class Members of the Settlement,
18 processing opt outs, distributing Individual Class Settlement Payments, the AE Settlement Amount,
19 and tax forms, and handling inquiries and uncashed checks.
- 20 • Attorneys' Fees and Litigation Costs to Class Counsel. Payment to Class Counsel of reasonable
21 attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently
22 \$150,000.00, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff
23 not to exceed \$2,500. 50% of the Attorney's Fees awarded to Class Counsel shall be allocated to
24 Karasik Law Firm and 50% of the Attorney's Fees awarded to Class Counsel shall be allocated to
25 Majarian Law Group, APC.
- 26 • Enhancement Payment. Plaintiff is requesting an Enhancement Payment in an amount not to exceed
27 Five Thousand Dollars (\$5,000.00), or such lesser amount as may be approved by the Court, to
28 compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for
the risks he undertook.
- PAGA Payment. A PAGA Settlement Amount of \$30,000 will be paid out of the Gross Settlement
Amount, of which 75% (\$22,500) shall be allocated to the LWDA as the LWDA's share of the
settlement of civil penalties paid under the Settlement and 25% (\$7,500) will be distributed to the
Aggrieved Employees on a pro rata basis based on pay periods worked during the PAGA Period.

22 Calculation of Payments to Settlement Class Members. After all of the payments of the court-approved
23 Enhancement Payment, the Attorneys' Fees and Litigation Costs, the PAGA Settlement Amount, and the
24 Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion,
25 called the "Net Class Settlement Amount", shall be distributed as Individual Class Settlement Payments to
26 the Settlement Class Members. The Net Class Settlement Amount is estimated to be approximately \$247,500
27 based upon the above proposed deductions. The Net Class Settlement Amount payable to Class Members
28 shall be divided into an amount payable to all members of the Settlement Class and an amount payable only
to members of the Meal Period Subclass pursuant to the following allocation: 66 % of the Net Class
Settlement Amount will be allocated to the Settlement Class and 34% of the Net Class Settlement Amount
will be allocated to the Meal Period Subclass. The Settlement Administrator will pay an Individual Class
Settlement Payment from the Net Settlement Amount to each Settlement Class Member based on the number
of total workweeks that each Settlement Class Member worked during the Class Period, excluding
workweeks which are in their entirety subject to the judgment in Los Angeles Superior Court Case No.

1 21STCV02745 ("Individual Workweeks"). The "Class Workweeks" is total number of workweeks that all
2 Settlement Class Members collectively worked during the Class Period, excluding workweeks that are in
3 their entirety subject to the judgment in Los Angeles Superior Court Case No. 21STCV02745. For the
4 Settlement Class, the Individual Class Settlement Payment shall be determined by dividing the Settlement
5 Class Member's Individual Workweeks by the Class Workweeks and multiplying the result by the Net Class
6 Settlement Amount allocated to the Settlement (66% of the Net Class Settlement Amount). For the Meal
7 Period Subclass, the payment shall also include an amount to be determined by dividing the Meal Period
8 Subclass Member's Individual Workweeks by the Class Workweeks and multiplying the result by the Net
9 Class Settlement Amount allocated to the Meal Period Subclass (34% of the Net Class Settlement Amount).
10 The Individual Class Settlement Payments will be reduced by any required legal deductions for each
11 Settlement Class Member (e.g., withholding of taxes).

12 Calculation of Payments to Aggrieved Employees. 25% of the PAGA Settlement Amount, i.e., \$7,500, will
13 be distributed to current Class Members who worked for Defendant during the PAGA Period, other than
14 those bound by the judgment in Los Angeles Superior Court Case No. 21STCV02745 who did not work for
15 Defendant after December 1, 2023 ("Aggrieved Employees"). The PAGA Period is from July 20, 2023,
16 through August 17, 2024. Aggrieved Employees will receive an individual PAGA settlement payment based
17 on the number of Pay Periods during which a particular Aggrieved Employee worked during the PAGA
18 Period, excluding pay periods which are in their entirety subject to the judgment in Los Angeles Superior
19 Court Case No. 21STCV02745 ("Individual Pay Periods"). Aggrieved Employees will receive an individual
20 PAGA settlement payment regardless of whether they exclude themselves from the Settlement. The
21 individual PAGA settlement payment will be calculated by dividing the Aggrieved Employee's Individual
22 Pay Periods by the total number of pay periods that all Aggrieved Employees collectively worked during the
23 PAGA Period, excluding pay periods which are in their entirety subject to the judgment in Los Angeles
24 Superior Court Case No. 21STCV02745, and multiplying the result by \$7,500.00.

25 **If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be
26 mailed a check for your Individual Class Settlement Payment to the same address as this Class Notice.
27 You do not have to do anything to receive a payment. If you are an Aggrieved Employee, you will
28 receive your individual PAGA settlement payment regardless of whether you request exclusion from
the Settlement. If your address has changed, you must contact the Settlement Administrator to provide your
correct address to ensure you receive your payment.**

Tax Matters. The Parties agree that the Individual Class Settlement Payments shall be allocated for tax
purposes 20% to wages ("wage portion") and 80% to non-wages (including penalties and interest). The AE
Settlement Amount shall be treated as 100% penalties. Neither Class Counsel nor Defendant's Counsel
intends anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax
issues for each individual are unique, and each individual may wish to consult a tax advisor concerning the
tax consequences of the payments received under the Settlement.

Need to Cash Payment Checks Promptly. The front of every check issued 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 money will be deposited with the California State Controller's Office, Unclaimed Property Division, in
your name.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final
approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date, each of the Settlement Class Members shall be deemed to
have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and
discharged the Defendant Releasees from any and all claims arising during the Class Period that were alleged
in, or reasonably arising out of the facts alleged in the First Amended Complaint or that could have been
asserted based on the facts alleged in the First Amended Complaint, including claims for (i) unpaid overtime

1 and failure to pay minimum wages and wages due for all hours worked, including, but not limited to, claims
2 based on rounding of time punches; (ii) failure to provide meal periods and failure to pay meal period
3 premiums in lieu of providing meal periods; (iii) failure to provide compliant wage statements; (iv) failure to
4 timely pay wages during employment; (v) failure to timely pay wages due at termination; (vi) unfair and
5 unlawful business practices relating to or arising out of the previous claims; (vii) claims, based on the facts
6 alleged in the First Amended Complaint, for injunctive relief, restitution, disgorgement, accounting,
7 declaratory relief or other equitable relief; and (viii) any and all claims for interest, costs, or attorney fees,
8 including without limitation claims under California Labor Code sections 218.5, 1194 and California Code
9 of Civil Procedure section 1021.5. Released Class Claims do not include claims for civil penalties under
PAGA, Labor Code §§ 2698 et seq. Each Settlement Class Member may hereafter discover facts in addition
to or different from those which they now know or believe to be true with respect to the subject matter of the
Released Class Claims; such discovery will not affect or abridge the release in any manner. For the avoidance
of doubt, the Released Class Claims encompass any claim which could have been alleged by reason of or in
connection with any matter or fact set forth or referred to in the First Amended Complaint. Released Class
Claims do not include claims for wrongful termination, unlawful harassment, retaliation, Workers'
Compensation, or other claims that do not arise from the facts alleged in the First Amended Complaint.

Released PAGA Claims. Upon the Effective Date, each of the Aggrieved Employees shall be deemed to
have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and
discharged the Defendant Releasees from all claims for PAGA penalties arising during the PAGA Period that
were alleged, or reasonably could have been alleged, based on facts stated in the First Amended Complaint,
the PAGA Notice, included but not limited to claims for civil penalties based on (i) unpaid overtime and
failure to pay minimum wages and wages due for all hours worked; (ii) failure to provide meal periods and
failure to pay meal period premiums in lieu of providing meal periods; (iii) failure to provide compliant wage
statements; (iv) failure to pay wages timely during employment; and (v) failure to pay wages due timely at
termination. Released PAGA Claims include claims for civil penalties under California Labor Code section
2698 et seq. based on the facts alleged in the First Amended Complaint or the PAGA Notice, including,
but not limited to, claims based on the following sections of the California Labor Code: 201, 202, 203, 204,
226, 226.3, 226.7, 510, 511, 512, 516, 558, 1182.12, 1194, 1197, 1197.1, and 1198, 2751 and 2810.5.
Released PAGA Claims do not include underlying wage and hour claims upon which the claims for civil
penalties under PAGA were or could have been asserted based on the facts alleged in the First Amended
Complaint or PAGA Notice.

The "Defendant Releasees" mean Defendant Martin Luther King, Jr. - Los Angeles (MLK-LA) Healthcare
Corporation and all of its employees, agents, and affiliates, including without limitation parents and
subsidiaries, predecessors, successors, divisions, investors, joint ventures and assigns, any benefit plan
maintained by any of them and the trustees, fiduciaries, and administrators of any such plan, and each and all
of these entities' past or present directors, officers, employees, agents, partners, members, principals, agents,
underwriters, insurers, co-insurers, re-insurers, shareholders, attorneys, accountants or auditors, banks or
investment banks, associates, and personal or legal representatives.

If you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any
other lawsuit against Defendant and any other Defendant Releasees about the Released Class Claims resolved
by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally
bind you.

5. How much will my payment be and can I challenge my workweeks and/or pay periods?

Defendant's records reflect that you worked << ____ >> Individual Workweeks for Defendant as an
hourly non-exempt employee in California during the Class Period [and << ____ >> Individual Pay
Periods for Defendant as an hourly non-exempt employee in California during the PAGA Period.]

Based on this information, your estimated Individual Class Settlement Payment is << ____ >> [and
your estimated individual PAGA settlement payment is << ____ >>]

1 If you wish to challenge the information set forth above, then you must submit a signed dispute explaining
2 the reasons for such a dispute, the number of Individual Workweeks (and/or the number of Individual Pay
3 Periods) you contend are correct, and any supporting documents, to the Settlement Administrator no later
than [Response Deadline]. You may submit your challenge via email, fax, or mail using the contact
information in section 7 below.

4 **6. How can I get a payment?**

5 To get money from the settlement, you do not have to do anything. A check for your Individual Class
6 Settlement Payment and, if applicable, your individual PAGA settlement payment, will be mailed
7 automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must
notify the Settlement Administrator. The Settlement Administrator is: _____ (800)

8 The Court will hold a Final Approval Hearing on _____, at _____ to decide whether
9 to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals,
10 payments will be mailed approximately 45 business days after this hearing. If there are objections or appeals,
resolving them can take time, usually more than a year. Please be patient.

11 **7. What if I don't want to be a part of the Settlement?**

12 If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt
13 out." **If you opt out, you will not receive an Individual Class Settlement Payment from the Settlement,**
14 **and you will not be bound by the class portion of the Settlement which means you will retain the right**
15 **to sue Defendant for Released Class Claims. The Gross Settlement Amount will remain the same, and**
16 **your Individual Class Settlement Payment will be allocated among the members of the Settlement**
17 **Class.**

18 To opt out, you must mail the Settlement Administrator, a written, signed, and dated request ("Request for
19 Exclusion") no later than [Response Deadline]. The Request for Exclusion and must (a) state the Class
20 Member's name, address, telephone number, and last four numbers of their social security number or
21 employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-
22 out of the settlement (e.g., "I want to exclude myself from this settlement. I also understand that I retain all
23 rights to sue the Defendant for the claims asserted in this lawsuit."); (c) be addressed to the Settlement
Administrator; (d) be signed by the Class Member or their lawful representative; (e) be postmarked no later
than [Response Deadline].

24 **You cannot opt-out of the PAGA portion of the Settlement.** Settlement Class Members who exclude
25 themselves from the Class Settlement but are Aggrieved Employees will receive an individual PAGA
26 settlement payment and will be bound by the release of PAGA Claims described above.

27 The address for the Settlement Administrator is _____. Written
28 requests for exclusion that are postmarked after [Response Deadline], will be rejected, and those Settlement
Class Members will remain bound by the Settlement and the release described above.

29 **8. How do I tell the Court that I don't agree with the Settlement?**

30 Any Class Member who has not opted out (i.e., Settlement Class Member) and believes that the Settlement
31 should not be finally approved by the Court for any reason may object to the proposed Settlement, the
32 attorneys' fees, the litigation costs and/or the enhancement payment, either in writing or in person. Any
33 objections shall state: (a) the case name (*Jesus Roldan, Jr. v. Martin Luther King, Jr. - Los Angeles (MLK-
34 LA) Healthcare Corporation*) and case number (24CV01475); (b) the objecting person's or their attorney's
35 full name, address, and telephone number; (c) the words "Notice of Objection" or "Formal Objection"; and
36 (d) describe the basis for the objection. Objections must be postmarked by [Response Deadline] and returned
37 to the Settlement Administrator at the specified address, email address, or fax number stated in Section 7.

1 Alternatively, a Settlement Class Member may appear at the Final Approval hearing (detailed below), either
2 in person or through their own attorney, if they wish to object to the Settlement. Class Members may appear
and object at the Final Approval Hearing without first having submitted a written objection.

3 To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your
4 objection, you will be bound by the terms of the Settlement in the same way as Settlement Class Members
who do not object and you will still be mailed a check for your Individual Class Settlement Payment.

5 The addresses for the Parties' counsel are as follows:

6 **Class Counsel:**

Gregory N. Karasik (SBN 115834)
7 **KARASIK LAW FIRM**
519 Arbramar Ave
8 Pacific Palisades, CA 90272
Tel. 310 463-9761
9 greg@karasiklawfirm.com

10 Sahag Majarian, II (SBN 146621)
Garen Majarian (SBN 334104)
11 **MAJARIAN LAW GROUP, APC**
18250 Ventura Blvd.
12 Tarzana, CA 91356
Tel: (818) 609-0807
13 Fax: (818) 609-0892
sahagii@aol.com
14 garen@majarianlawgroup.com

Counsel for Defendant:

Katherine M. Forster (SBN 217609)
Abraham B. Dyk (SBN 325499)
Priscila Coronado (SBN 355195)
MUNGER, TOLLES & OLSON LLP
350 South Grand Avenue
Fiftieth Floor
Los Angeles, California 90071-3426
Telephone: (213) 683-9100
Facsimile: (213) 687-3702

15 **9. When and where will the Court decide whether to approve the Settlement?**

16 The Court will hold a Final Approval Hearing at _____ on _____, at the Los Angeles
17 County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California
90012, in Department 7 before Judge Lawrence P. Riff. At this hearing the Court will consider whether the
18 Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether
to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing
19 may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final
Approval Hearing, although any Settlement Class Member is welcome to attend the hearing remotely using
20 the LA CourtConnect procedure at <https://www.lacourt.org/lacc/>. If the hearing is continued, notice will be
posted on the Settlement Administrator's website at _____. In
21 addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court
for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and
22 entering the Case No. 24STCV01475.

23 **10. How do I get more information about the Settlement?**

24 You may call the Settlement Administrator at _____.

25 This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may
receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by going to the
26 Settlement Administrator's website at _____. You may also get
more details by examining the Court's file on the Internet via the Case Access page for the California Superior
27 Court for the County of Los Angeles and entering the Case No. 24STCV01475. If you wish to view the
Court files in person, you must make an appointment with the Clerk's Office at the Stanley Mosk Courthouse
28 by calling (213) 830-0800.

1 **PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

2 **IMPORTANT:**

- 3 • You must inform the Settlement Administrator of any change of address to ensure receipt of your
4 settlement payment.
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1 **PROOF OF SERVICE**

2 Roldan v. Martin Luther King Jr. – Los Angeles (MLK-LA) Healthcare Corporation
3 Los Angeles County Superior Court, Case No. 24STCV01475

4 I am employed in the State of California, County of Los Angeles. I am over the age of
5 18 and not a party to the within action. My business address is 519 Arbramar Ave., Pacific
6 Palisades, California 90272.

7 I served the document described as **FURTHER REVUSED JOINT STIPULATION**
8 **RE CLASS ACTION SETTLEMENT** on the interested parties in this action listed below or
9 on the attached service list as follows:

10 [x]	11 BY E-MAIL: Based on court order requiring electronic service of documents or the 12 agreement of the parties to accept service by electronic transmission, I caused the 13 documents to be sent to the person(s) at the email address(es) listed below.
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14 **SERVICE LIST**

15 Katherine M. Forster
16 Katherine.forster@mto.com
17 Abraham B. Dyk
18 Abraham.dyk@mto.com
19 MUNGER, TOLLES & OLSON, LLP
20 350 South Grand Avenue, Fiftieth Floor
21 Los Angeles, California 90071-3426
22 Telephone: (213) 683-9100
23 Facsimile: (213) 687-3702

24 Attorneys for Defendant

25 Joseph Lavi
26 jlavi@lelawfirm.com
27 Vincent C. Granberry
28 vgranberry@lelawfirm.com
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Attorneys for Plaintiff

Attorneys for Plaintiff in Lara v.
Martin Luther King Jr.-Los Angeles (MLK-
LA) Healthcare Corp., LASC Case No.
21STCV00642

29 I declare under penalty of perjury under the laws of the State of California that the
30 foregoing is true and correct. Executed on December 4, 2024 at Pacific Palisades, California.

31 
32 Gregory N. Karasik