

CHRISTINA HUMPHREY LAW, P.C.

Christina A. Humphrey (SBN 226326)

1117 State Street

Santa Barbara, CA 93101

Telephone: (805) 618-2924

Facsimile: (805) 618-2939

christina@chumphreylaw.com

[Attorneys for Plaintiffs]

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley (SBN 174156)

Kiley L. Grombacher (SBN 245960)

31365 Oak Crest Dr. Suite 240

Westlake Village, CA 91361

Telephone: (805) 270-7100

Facsimile: (805) 270-7589

mbradley@bradleygrombacher.com

kgrombacher@bradleygrombacher.com

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ROSA AREVALO, MICHELLE
CORNEJO, ASIA FOWLER, THERESA
PHUONG T MAI, and LILLIAN MENA
individually and as representatives of a
Putative Class of Participants and
Beneficiaries, on behalf of all similarly
situated participants and beneficiaries on
behalf of the CEDARS-SINAI HEALTH
SYSTEM 403(B) RETIREMENT PLAN,

Plaintiffs,

v.

CEDARS-SINAI MEDICAL CENTER;
THE CEDARS-SINAI BOARD OF
DIRECTORS' PENSION INVESTMENT
COMMITTEE, THE CEDARS-SINAI
DEFINED CONTRIBUTION
RETIREMENT PLANS' COMMITTEE,
ANDY ORTIZ, DEBRA LEE, ERIC
HOLOMAN, JOSHUA LOBEL, LESLIE
VERMUT, RICHARD SINAICO,
STEVEN ROMICK, MARK
RAPAPORT, JAMES NATHAN, DAVID
WRIGLEY, JEFF SMITH, DAVID

Case No.: 5:23-cv-01124-JLS-SP

**AMENDED PLAN OF
ALLOCATION**

Judge: Hon. Josephine L. Staton

Courtroom: 8A

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MARSHALL, PASY WANG, BRYAN
CROFT and DOES 1 through 10,

Defendants.

PLAN OF ALLOCATION FOR CLASS ACTION SETTLEMENT

I. DEFINITIONS

Except as indicated in this Amended Plan of Allocation, the capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement.

II. CALCULATION OF ALLOCATION AMOUNTS

A. Pursuant to Article 2 of the Settlement Agreement and its subparts, the Recordkeeper shall provide the Settlement Administrator with the Class Member List (as defined in Section 1.11 of the Settlement Agreement, but modified by this Amended Plan of Allocation to include full social security numbers and the data need not contain dates of birth) to allow the Settlement Administrator to determine the amount of the Net Settlement Amount to be distributed to each Settlement Class Member in accordance with this Plan of Allocation.

B. The Net Settlement Fund will be allocated as follows:

1. Participant-Level Balances

a. For each Class Member, calculate the weighted sum of their positive account balances for each year (or partial year) of the Class Period using the data in the Class Member List, pursuant to Section 1.11 of the Settlement Agreement. For periods of less than a year, quarters (if available) will be weighted proportionally by the number of quarters that fall within the Class Period.

b. This calculated amount will constitute the Class Member's "Balance."

2. 60% General Allocation – Recordkeeping Claims

c. Allocate 60% of the Net Settlement Amount pro rata to all Class Members, in proportion to their Balance as compared to the sum of all

Class Members' Balances. The Class Member's share will be calculated as follows:

Class Member Share = (Class Member Balance/Total of All Balances) x 60% of Net Settlement Amount

3. **30% Investment-Based Allocation – Equity and Bond Funds**

d. Identify all Class Members who held investments during the Class Period in any of the following funds:

- Allspring Discovery SMID Cap Growth
- AB Discovery Value
- AB Global Bond

e. Allocate 30% of the Net Settlement Amount pro rata among these eligible Class Members, based on their weighted investment balances in the above-listed funds. The Class Member's share will be calculated as follows:

Class Member Share = (Class Member Balance in the above-listed funds/Total of All Balances in the above listed funds) x 30% of Net Settlement Amount

4. **10% Investment-Based Allocation – Stable Value Fund**

f. Identify all Class Members who held investments during the Class Period in the Voya Stable Value Fund.

g. Allocate 10% of the Net Settlement Amount pro rata among these eligible Class Members, based on their weighted investment balances in the Voya Stable Value Fund. The Class Member's share will be calculated as follows:

Class Member Share = (Class Member Balance in the Voya Stable Value Fund/Total of All Balances in the Voya Stable Value Fund) x 10% of Net Settlement Amount

1 C. The total of each Class Member's allocations from Sections B.2, B.3,
2 and B.4 will be summed and referred to as the Class Member's "Preliminary
3 Entitlement Amount."

4 Pursuant to paragraph 5.4 of the Settlement, "[n]o Former Participant
5 whose entitlement to payment pursuant to the Plan of Allocation would be
6 otherwise less than five dollars (\$5) shall receive any payment." Amounts less
7 than \$5 that were initially allocated to such Former Participants shall be
8 allocated to the remaining Settlement Class Members in proportion to their
9 Preliminary Entitlement Amounts and shall be added to their Preliminary
10 Entitlement Amounts to create their Final Entitlement Amounts. The sum of the
11 Final Entitlement Amounts for the remaining Settlement Class Members must
12 equal the dollar amount of the Net Settlement Amount.

13 **D. Settlement Class Members With Accounts In the Plan.** For Class
14 Members with an Active Account with a positive account balance, each Class
15 Member's Final Entitlement Amount will be contributed to the Plan and allocated
16 into their Plan account (unless that Plan account has been closed in the
17 intervening period, in which case that Class Member will receive their allocation
18 in accordance with II.E, below).

19 Contemporaneously with the contribution of the Net Proceeds into the Plan,
20 the Settlement Administrator shall forward to the Recordkeeper the
21 information/data needed for allocating into each Settlement Class Member's
22 account under the Plan his or her Class Member's Final Entitlement Amount. The
23 deposited amount shall be mapped by the Recordkeeper pursuant to the provisions
24 of the Plan and the instructions of the Participant governing
25 Participant deferrals.

26 **E. Settlement Class Members Without Accounts Under the Plan.**
27 Former Participants shall be paid directly by the Settlement Administrator by check.
28 No federal or state taxes will be withheld from the distributions and the

1 distributions will be reported on a 1099-miscellaneous form. The distributions are
2 not eligible for rollover. Checks issued to Former Participants pursuant to this
3 paragraph shall be valid for 180 days from the date of issue.

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5 F. The Settlement Administrator shall utilize the calculations required to be
6 performed herein for making the required distributions of the Final Entitlement
7 Amount, less any required tax withholdings or penalties, to each Class Member. In
8 the event that the Settlement Administrator determines that the Plan of Allocation
9 would otherwise require payments exceeding the Net Proceeds, the Settlement
10 Administrator is authorized to make such changes as are necessary to the Plan of
11 Allocation such that said totals do not exceed the Net Proceeds. The Settlement
12 Administrator shall be solely responsible for performing any calculations required
13 by this Plan of Allocation.

14 G. If the Settlement Administrator concludes that it is impracticable to
15 implement any provision of the Amended Plan of Allocation, it shall be authorized
16 to make such changes to the methodology as are necessary to implement as closely
17 as possible the terms of the Settlement Agreement, so long as the total amount of
18 distributions does not exceed the Net Proceeds.

19 H. All checks issued pursuant to this Plan of Allocation shall expire one
20 hundred eighty (180) calendar days after their issue date. All checks that are
21 undelivered or are not cashed before their expiration date shall be paid to the
22 designated cy pres, Pension Rights Center, per paragraph 5.6 of the Class Action
23 Settlement Agreement.

24 I. No sooner than three hundred ninety-five (395) calendar days following
25 the Settlement Effective Date, any Net Settlement Amount remaining in the
26 Qualified Settlement Fund after payments, including costs and taxes, shall be paid to
27 the designated cy pres, Pension Rights Center, per paragraph 5.7 of the Class Action
28 Settlement Agreement.

1 J. Neither the Released Parties, Defense Counsel, nor Class Counsel shall
2 have any responsibility for or liability whatsoever with respect to any tax advice or
3 tax events given to or as to any Class Members, including Former Participants.
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5 **III. QUALIFICATIONS AND CONTINUING JURISDICTION**

6 The Court will retain jurisdiction over the Amended Plan of Allocation to the
7 extent necessary to ensure that it is fully and fairly implemented.
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