PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Alma Chavez Foronda ("Plaintiff") and Community Hospitals of Central California ("CHCC"), Fresno Community Hospital and Medical Center ("FCHMC"), Community Health System ("CHS"), Clovis Community Medical Center ("Clovis"), Fresno Heart & Surgical Center ("Fresno Heart"), Community Regional Medical Center ("CRMC") and Community Medical Centers ("CMC"), (collectively, CHCC, FCHMC, CHS, Clovis, Fresno Heart, CRMC, and CMC are hereinafter referred to as "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations on a PAGA representative basis against Defendants captioned *Foronda v. Fresno Community Hospital and Medical Center, et al.*, currently pending in the Fresno Superior Court, Case No. 24CECG01863.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Approval Order and Final Judgment" and "Judgment" mean the Court Order Granting Approval of PAGA Settlement and Entering Final Judgment.

1.5. "Court" means the Superior Court of California, County of Fresno.

1.6. "Defense Counsel" means Seyfarth Shaw, LLP.

1.7. "Effective Date" means the date on which the Court's order approving the settlement and its entry of judgment becomes Final.

1.8. "Enhancement Award" means the special payment made to Plaintiff to compensate her for initiating and pursuing the Action and undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful in the prosecution of the Action.

1.9. "Final" shall mean the date on which the later of the following events has occurred: (a) the period for filing any appeal, writ, or other appellate proceeding opposing approval of the Settlement and final judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (*i.e.*, 61 days following final judgment being entered); (b) when any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ, or other appellate proceeding has upheld the Court's final approval Order with no right to pursue further remedies or relief.

1.10. "Gross Settlement Amount" means $2,875,000.00, which is the amount Defendants shall pay in full and complete settlement of the Action. The GSA is the maximum amount to be paid by Defendants in settlement of the Action, including the LWDA PAGA Payment, PAGA Members' Settlement Shares, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and any Enhancement Award for Plaintiff.

1.11. "LWDA" means the California Labor and Workforce Development Agency.

1.12. "LWDA PAGA Payment" means the 75% of the PAGA Penalties payable to the LWDA under Labor Code section 2699, subdivision (i).

1.13. "Net Settlement Amount" ("NSA") shall be the amount remaining after deducting the following Court-approved amounts from the Gross Settlement Amount: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award, LWDA PAGA Payment, and Administration Expenses Payment. The NSA shall be fully allocated as PAGA penalties under Labor Code § 2699, of which (75%) will be sent to the LWDA and the remaining (25%) will be allocated to PAGA Members based on the number of pay periods each PAGA Representative Action Member worked for Defendants during the PAGA Period.

1.14. "Notice of Settlement" means the notice that PAGA Members will receive setting forth information about the Settlement, as evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.

1.15. "PAGA" means the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq*.

1.16. "PAGA Counsel" means Koul Law Firm, APC, the attorneys representing Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Members" are all current and former non-exempt hourly employees of Defendants, including but not limited to those individuals alleged to be hourly-paid non-exempt employees who are, or were, staffed at Defendants' facilities by third parties (*i.e.*, traveling nurses and other healthcare professionals), in California at any time from February 23, 2023, to June 15, 2025, subject to the escalator clause in paragraph 8, below. (the "PAGA Period").

1.19. "PAGA Member Data" means each PAGA Member's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.20. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with PAGA Members.

1.21. "PAGA Notice" means the Notice Letters to Defendants and the LWDA dated February 23, 2024 and April 23, 2025, providing notice of the claims against Defendants pursuant to Labor Code section 2699.3, subdivision (a).

1.22. "PAGA Pay Period" means any Pay Period within the PAGA Period during which a PAGA Member worked for Defendants in a non-exempt position in California for at least one day.

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members as Settlement Shares and 75% to the LWDA as the LWDA PAGA Payment in settlement of PAGA claims.

1.24. "PAGA Period" means the period from February 23, 2023, to June 15, 2025, subject to Defendants' option in Paragraph 8, below.

1.25. "Plaintiff" means Alma Chavez Foronda, the named plaintiff in the Action.

1.26. "Released Parties" shall include Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, DBAs, vendors, contractors, and any other persons acting by or through, under, or in concert with any of them.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Settlement Share" means a PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the PAGA members worked.

2. RECITALS.

2.1. Plaintiff Alma Chavez Foronda filed her PAGA Notice letter on February 23, 2024. She filed a PAGA Complaint on April 30, 2024. Plaintiff filed an Amended PAGA Notice letter on April 23, 2025. In connection with this settlement, the Parties stipulate to the filing of a First Amended Complaint, which shall be the "Operative Complaint" alleging that Defendants are liable for PAGA civil penalties premised on the following California Labor Code sections: 200-204, 204a, 206, 206.5, 208, 210, 212, 216, 218, 218.6, 221, 222, 223, 226, 226.3, 226.7, 226.8, 227.3, 245-248.5, 432, 432.5, 432.7, 510, 511, 512, 516, 551-552, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1197.5, 1198, 1199, 2698 et seq., 2699 et seq., 2802, and 2810.5. The First Amended Complaint shall add the following entities as Defendants: CHCC, CRMC, and Fresno Heart. Defendants have at all times denied and continue to deny the allegations, deny any failure to comply with the law, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA.

2.3. On March 17, 2025, the Parties participated in an all-day mediation presided over by Eve Wagner, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Defendants produced relevant documents, data, and information, including relevant policies and data reflecting the dates of employment, hours, and pay rates of PAGA Members, their hours worked, and the pay they received.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as provided in paragraph 8 below, Defendants promise to pay $2,875,000 and no more than the Gross Settlement Amount ("GSA"). The Gross Settlement Amount includes the individual Settlement Share payments to the PAGA Members, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendants shall fund the GSA within 30 days of the Effective Date. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order and Final Judgment:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% of the Gross Settlement Amount (which is currently estimated to be $958,237.50) and a PAGA Counsel Litigation Expenses Payment of not more than $40,000. Plaintiff and/or PAGA Counsel will file an application or motion for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. The amount of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment approved by the Court is not a material term of this Agreement and shall not give rise to a basis to set aside or appeal the Settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment of less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA

Counsel or any other plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants and the other Released Partied harmless, and indemnifies Defendants and the other Released Parties, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiff: An Enhancement Award of not more than $5,000. Plaintiff and/or PAGA Counsel will file an application or motion for the Enhancement Award, and Defendants will not oppose the request for Court approval of these payments provided they do not exceed this amount. The amount of any Enhancement Award approved by the Court is not a material term of this Agreement and shall not give rise to a basis to set aside or appeal the Settlement. If the Court approves Enhancement Award of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Enhancement Award using one or more IRS 1099 Forms. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Representative Payment.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $30,000 except for a showing of good cause and as approved by the Court. The amount of any Administrator Expenses Payment is not a material term of this Agreement and shall not give rise to a basis to set aside or appeal the Settlement. To the extent the Administration Expenses are less or the Court approves payment less than $30,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and PAGA Members: PAGA Penalties, of which 75% shall be allocated to the LWDA PAGA Payment and 25% shall be allocated to the Settlement Shares pursuant to Labor Code section 2699(i).

3.2.4.1. The Administrator will calculate each Settlement Share by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Settlement Share.

3.2.4.2. No tax shall be withheld from the PAGA Payment, and the Administrator will report the Settlement Shares on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Members. The Parties estimate that as of the date of execution of this Agreement, there are approximately 15,782 PAGA Members.

4.2. PAGA Member Data. Within thirty (30) days after the Effective Date, Defendants will simultaneously deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. The PAGA Member Data shall not be shared with either Plaintiff or PAGA Counsel unless expressly approved by Defendants and Defense Counsel, or if a PAGA Member requests that their personal data be shared with PAGA Counsel. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Settlement Shares, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, the PAGA Counsel Fees Payment, and the Enhancement Award. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of Settlement Shares.

4.4.1. The Administrator will issue checks for the Settlement Shares and send them to the PAGA Members via First Class U.S. Mail, postage prepaid, together with a copy of the Notice of Settlement completed by the Parties to reflect information regarding the Approval Order and Final Judgment. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a PAGA Member Address Search for all PAGA Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Member Address Search. The Administrator need not take further steps to deliver checks to PAGA Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any PAGA Member whose original check was lost or misplaced if requested by the PAGA Member prior to the void date.

4.4.3. For any PAGA Member whose Settlement Share check is uncashed and cancelled after the void date, the Administrator shall distribute to the State of California LWDA.

4.4.4. The payment of Settlement Shares shall not obligate Defendants to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Payments to PAGA Members pursuant to this Settlement Agreement are not intended by the Parties to be compensation for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

5. RELEASES OF CLAIMS.

5.1. Plaintiff's Release. Plaintiff and Defendants have entered into a separate agreement covering Plaintiff's individual claims, which will be disclosed to the Court under seal. Such separate agreement includes a general release, including a waiver of the rights and protections afforded by Civil Code section 1542.

5.2. Release by PAGA Members and State of California: Effective on the date Defendants fully fund the GSA, the LWDA and Plaintiff as a proxy for the State fully release the Released Parties from any and all claims for civil penalties for Labor Code violations during the PAGA Period that were or could have been alleged based on the facts set forth in any version of the complaint filed in or LWDA letter supporting the Action, irrespective of theory of liability. This release specifically includes but is not limited to all claims for PAGA civil penalties premised on the following California Labor Code sections: 200-204, 204a, 206, 206.5, 208, 210, 212, 216, 218, 218.6, 221, 222, 223, 226, 226.3, 226.7, 226.8, 227.3, 245-248.5, 432, 432.5, 432.7, 510, 511, 512, 516, 551-552, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1197.5, 1198, 1199, 2698 et seq., 2699 et seq., 2802, and 2810.5. This release includes all theories of liability predicated on the above Labor Code provisions (the "Released PAGA Claims"). All PAGA Members will release the Released PAGA Claims and receive a Settlement Share.

5.3. Release by PAGA Counsel: PAGA Counsel shall release on behalf of their present and former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Compliant and the PAGA Period facts stated in the Operative Complaint and the PAGA notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file a stipulation or motion for approval of this Settlement.

6.1. Joint Motion or Stipulation for Approval. The Parties agree to jointly prepare and file a motion or stipulation for approval of this Settlement. PAGA Counsel is responsible for delivering the Court's Approval Order and Final Judgment to the Administrator.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2), including (a) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Member Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (b) a signed declaration by PAGA Counsel attesting to their timely transmission to the LWDA of all necessary documents pursuant to Labor Code section 2699(*l*) and all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator; (c) a signed declaration by Plaintiff attesting to all facts relevant to any actual or potential conflict of interest with PAGA Members and/or the Administrator; and (d) a draft proposed Order granting approval of the PAGA Settlement.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc., agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities. All PAGA Penalties will be allocated to the settlement of disputed non-wage claims.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Defendants represent that PAGA Members worked approximately 530,000 pay periods between February 23, 2023, and March 17, 2025 (the "Pay Period Estimate"). The Parties anticipate that the number of Pay Periods in the PAGA Period will increase prior to Settlement approval. If it is determined that the actual number of Pay Periods in the PAGA Period exceeds the Pay Period Estimate by more than 10% (*i.e.*, if the total Pay Periods worked by PAGA Members during the PAGA Period is greater than 583,000), Defendants shall have the option to either: (a) end the PAGA Period on the date the PAGA Members have worked no more than 583,000 pay periods; or (b) increase the GSA proportionately based on the number of pay periods in excess of 583,000 (*e.g.*, if the number of Pay Periods worked by PAGA Members during the PAGA Period exceeds the Pay Period Estimate by 11%, Defendants may elect to increase the GSA by 1%).

9. CONTINUING JURISDICTION OF THE COURT.

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

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the material terms and conditions of this Agreement, the Parties and their respective counsel waive all appeals from the Court's Judgment, including all rights to post-judgment and appellate proceedings, the right to vacate judgment, motions for new trial, extraordinary writs and appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, consistent with Paragraph 1.9 above. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

9.2. PAGA Members. There is no statutory right for any PAGA Member to object, opt out, or otherwise exclude himself or herself from the Settlement. Further, there is no right or opportunity for any PAGA Member, with the exception of Plaintiff as provided herein, to appeal the approval of the Settlement by the Court.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the PAGA Notices or Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. Confidentiality and Press Releases. Plaintiff and Plaintiff's attorneys agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiff's attorneys agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the motion for approval of the Settlement, Plaintiff and Plaintiff's attorneys will not have any communication regarding the Settlement with anyone other than family members, clients, PAGA Members, financial advisors, retained experts, and vendors related to settlement administration.

10.12. Use and Return of PAGA Member Information. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of PAGA Member information provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to distribute all Settlement funds, PAGA Counsel shall destroy all paper and electronic versions of PAGA Member information received from Defendants unless, prior to the Administrator's distribution of all Settlement funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Member information.

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

10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Nazo Koulloukian
nazo@koullaw.com
KOUL LAW FIRM, APC
217 S Kenwood St.
Glendale, CA 91205
Telephone: (213) 325-3032
Facsimile: (818) 561-3938

To Defendants:

Andrew M. Paley
apaley@seyfarth.com
Bailey K. Bifoss
bbifoss@seyfarth.com
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, CA 90067-3021
Telephone: 310-277-7200
Facsimile: 310-201-521

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

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily execute this PAGA SETTLEMENT AGREEMENT as of the dates indicated below:

PLAINTIFF ALMA CHAVEZ FORONDA

Dated: 6/10/2025

DocuSigned by:
Alma Chavez
9CA88131CD7D4F9...

DEFENDANTS CHCC, FCHMC, CHS, CLOVIS, FRESNO HEART, CMC

Dated: ________________________

____
By:
Its:

APPROVED AS TO FORM ONLY:

KOUL LAW FIRM, APC

Dated: 6/10/2025

DocuSigned by:
Nazo Koulloukian
5F97388C1D414C7...
Nazo Koulloukian
Attorney for Plaintiff

SEYFARTH SHAW, LLP

Dated: ________________________

____
Andrew Paley
Bailey K. Bifoss
Attorneys for Defendants

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily execute this PAGA SETTLEMENT AGREEMENT as of the dates indicated below:

PLAINTIFF ALMA CHAVEZ FORONDA

Dated: ______________________ ____________________________

DEFENDANTS CHCC, FCHMC, CHS, CLOVIS, FRESNO HEART, CMC

Dated: 6/18/2025 Brianne Marriott

By: Brianne Marriott

Its: Senior Vice President and Chief Legal Officer

APPROVED AS TO FORM ONLY:

KOUL LAW FIRM, APC

Dated: ______________________ ____________________________

Nazo Koulloukian
Attorney for Plaintiff

SEYFARTH SHAW, LLP

Dated: July 22, 2025

Andrew Paley
Bailey K. Bifoss
Attorneys for Defendants

317518282v.1

EXHIBIT A

[Date]

[Settlement Administrator Name]
[Settlement Administrator Address]

[Employee Name]
[Employee Street Address]
[City, State Zip]

Re: **Notice of PAGA Settlement Payment**

Dear Current or Former Employee:

You have received this notice because Community Hospitals of Central California, Fresno Community Hospital and Medical Center, Community Health System, Clovis Community Medical Center, Community Medical Centers, Community Regional Medical Center, Community Medical Center, and Fresno Heart & Surgical Center's (the "Hospital") records indicate that you work or have worked for the Hospital in California at some time between February 23, 2023 and June 15, 2025 (the "PAGA Period"). This notice relates to the settlement of a lawsuit titled *Alma Chavez Foronda v. Fresno Community Hospital and Medical Center, et al.*, filed in the Fresno County Superior Court, Case No. 24CECG01863 (the "Lawsuit").

In the Lawsuit, Plaintiff Alma Chavez Foronda ("Plaintiff") seeks civil penalties pursuant to the California Private Attorneys General Act ("PAGA"), a law which allows a Plaintiff to attempt to recover penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were "aggrieved" by alleged wage and hour violations. In the Lawsuit, Plaintiff alleges that the Hospital is liable for violating the following California Labor Code sections: 200-204, 204a, 206, 206.5, 208, 210, 212, 216, 218, 218.6, 221, 222, 223, 226, 226.3, 226.7, 226.8, 227.3, 245-248.5, 432, 432.5, 432.7, 510, 511, 512, 516, 551-552, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.5, 1197, 1197.1, 1197.5, 1198, 1199, 2698 et seq., 2699 et seq., 2802, and 2810.5.

The Hospital strongly disputes Plaintiff's allegations and maintains that the Hospital has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Lawsuit. Nonetheless, to avoid the cost and distraction of litigation, the Hospital has made a business decision to settle the Lawsuit, which settlement has been approved by the Court.

The enclosed settlement check represents your portion of the Court-approved PAGA settlement. You will not be retaliated against for cashing your check. Checks that are not cashed within 180 days of issuance will be voided and the funds will be transmitted to the State of California Labor Workforce and Development Agency (LWDA).

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. This settlement does not release individual wage and hour claims you may have.

If you have any questions about this notice, please contact the Settlement Administrator, [NAME] at <<number/email>>.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUITS. PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.