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 CENTER; FRESNO COMMUNITY HOSPITAL
 AND MEDICAL CENTER dba COMMUNITY
 MEDICAL CENTERS; COMMUNITY
 REGIONAL MEDICAL CENTER; and CLOVIS
 COMMUNITY MEDICAL CENTER,

Attorneys for Plaintiff
 CHRISTINA ZAMORA

Additional counsel listed on next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

CHRISTINA ZAMORA, KEISHA ISCH, and
 ZAVEN OHANIAN, on behalf of themselves and
 all others similarly situated,

Case No. 20CECG01220

Assigned: Hon. Kimberly Gaab, Dept. 503

Plaintiffs,

**JOINT STIPULATION OF PAGA
 SETTLEMENT AND RELEASE OF
 CLAIMS**

v.

Original Complaint Filed: May 4, 2020

COMMUNITY HOSPITALS OF CENTRAL
 CALIFORNIA dba COMMUNITY MEDICAL
 CENTERS and FRESNO HEART & SURGICAL
 CENTER, a California Corporation; FRESNO
 COMMUNITY HOSPITAL AND MEDICAL
 CENTER dba COMMUNITY MEDICAL
 CENTERS, COMMUNITY REGIONAL
 MEDICAL CENTER, and CLOVIS
 COMMUNITY MEDICAL CENTER, a California
 Corporation; and DOES 1 through 50,

FAC Filed: June 13, 2022

Defendants.

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JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

This Joint Stipulation of PAGA Settlement and Release of Claims is entered into by and between Plaintiffs Christina Zamora, Keisha Isch, and Zaven Ohanian, as representatives of the State of California Labor and Workforce Development Agency (“LWDA”), themselves and other allegedly aggrieved employees, as well as their respective counsel, on the one hand, and Defendants Fresno Community Hospital and Medical Center dba Community Medical Centers (“FCHMC”), Fresno Heart & Surgical Hospital/Center (“FHSB”), Community Regional Medical Center (“CRMC”), Clovis Community Medical Center (“CCMC”), and Community Hospitals of Central California dba Community Medical Centers (“CHCC”) (collectively, “Defendants”), on the other hand.

1. DEFINITIONS

1.1. Action. “Action” (or “Lawsuits”) means and includes each of the civil lawsuits originally entitled *Zamora v. Fresno Community Hospital and Medical Center*, Fresno County Superior Court Case No. 20CECG01220, filed on May 4, 2020; *Isch v. Community Hospitals of Central California, et al.*, Fresno County Superior Court Case No. 21CECG02047, filed on February 8, 2021; and *Ohanian v. Community Hospitals of Central California, et al.*, Fresno County Superior Court Case No. 21CECG01193, filed on April 27, 2021.

1.2. Agreement. “Agreement” means this Joint Stipulation of PAGA Settlement and Release of Claims, which includes the Definitions, Recitals, and all Exhibits attached hereto but excludes any caption pages which may or may not be filed with this Agreement.

1.3. Complaint. “Complaint” means the First Amended Complaint that was filed in the Action on June 13, 2022, and all its attachments. The Complaint brought together and consolidated all three matters that form the Action under one pleading.

1.4. Court. “Court” means the Superior Court of California, County of Fresno.

1.5. Defendants. “Defendants” means and includes FCHMC, FHSB, CRMC, CCMC, and CHCC.

1.6. Defendants’ Counsel. “Defendants’ Counsel” means Seyfarth Shaw LLP. For purposes of providing any notices required under this Agreement, Defendants’ Counsel shall refer to Andrew M. Paley, Seyfarth Shaw LLP, 2029 Century Park East, Suite 3500, Los Angeles, California 90067.

1 **1.7. Effective Date.** “Effective Date” means the date on which the settlement is approved, and
 2 the Court’s Order Granting Approval Of PAGA Settlement And Entering Judgment (“Final Judgment” or
 3 “Judgment”) becomes final and no longer subject to timely post-judgment motion or appeal. For purposes
 4 of this Agreement, the Judgment “becomes final” as follows: (a) if no appeal is filed, the expiration date of
 5 the time for the filing or noticing of any appeal from or any other challenge to the Court’s Judgment (this
 6 time period shall not be less than 60 calendar days after the Court’s judgment is entered); (b) the date
 7 affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure and
 8 California Rules of Court; or (c) the date of final dismissal of any appeal from the Judgment or the final
 9 dismissal of any proceeding on review of any Court of Appeal decision relating to the Judgment.

10 **1.8. LWDA Payment.** “LWDA Payment” means the payment, subject to Court approval, from
 11 the Settlement Amount to the LWDA in the amount of 75% of the PAGA Penalty Fund.

12 **1.9. Notice Of Settlement.** “Notice Of Settlement” means a notice sent by the Settlement
 13 Administrator to PAGA Members along with their PAGA Member Payment, in the form substantially
 14 similar to that attached hereto as **Exhibit B.**

15 **1.10. Order Granting Approval Of PAGA Settlement And Entering Judgment.** “Order
 16 Granting Approval Of PAGA Settlement And Entering Judgment” means an order executed and filed by
 17 the Court approving of this Agreement and entering judgment thereon, in the form substantially similar to
 18 that attached hereto as **Exhibit A.**

19 **1.11. PAGA Counsel.** “PAGA Counsel” means Scheppach Bauer PC, Sansanowicz Law Group,
 20 P.C., United Employees Law Group, PC, Work Lawyers, PC, and Mahoney Law Group.

21 **1.12. PAGA Counsel’s Fees and Costs Payment.** “PAGA Counsel’s Fees and Costs Payment”
 22 means the payment, subject to Court approval, from the Settlement Amount for PAGA Counsel’s
 23 attorneys’ fees and costs associated with the litigation and resolution of the Action (excluding any
 24 Administration Expenses specifically identified and defined herein).

25 **1.13. PAGA Member.** “PAGA Member” means any individual who is or previously was
 26 employed by Defendants in California as a non-exempt employee at any time during the PAGA Period.
 27 During the PAGA Period, Defendants estimate that there are approximately 12,975 PAGA Members.

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1 **1.14. PAGA Member List.** “PAGA Member List” means information regarding PAGA
2 Members that Defendants will in good faith compile from their records and provide to the Settlement
3 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include the full name,
4 last known address, and Social Security Number or Tax ID of each PAGA Member for whom
5 Defendants possess such information, as well as their start dates and end dates of employment in the
6 PAGA Period. The Settlement Administrator will utilize this information to calculate each PAGA
7 Member’s pay periods worked during the PAGA Period.

8 **1.15. PAGA Member Payment.** “PAGA Member Payment” means the payment, subject to
9 Court approval, from the PAGA Penalty Fund to PAGA Members.

10 **1.16. PAGA Penalty Fund.** “PAGA Penalty Fund” means the portion of the Settlement Amount
11 available after deductions for any Court-approved Administration Expenses, PAGA Counsel’s Fees and
12 Costs Payment, or any other Court-required payments.

13 **1.17. PAGA Period.** “PAGA Period” means the period from January 30, 2019, through April
14 25, 2022.

15 **1.18. Parties.** “Parties” means Plaintiffs and Defendants.

16 **1.19. Plaintiffs.** “Plaintiffs” means Christina Zamora, Keisha Isch, and Zaven Ohanian.

17 **1.20. Plaintiffs’ PAGA Notices:** “Plaintiffs’ PAGA Notices” means all the notices attached to the
18 Complaint.

19 **1.21. Settlement Amount.** “Settlement Amount” means the gross settlement amount—which is
20 inclusive of any and all PAGA penalties (or the PAGA Penalty Fund, 75% of which is designated for the
21 LWDA Payment and 25% of which is designated for all PAGA Member Payments), Administration
22 Expenses, PAGA Counsel’s Fees and Costs Payment, and any other Court-required payments—that
23 Defendants may be required to pay in connection with an order granting approval of the settlement or
24 entering final judgment in the Action. This Agreement creates a common fund settlement, and the
25 Settlement Amount is subject to Section 3.2.

26 **1.22. Released Party.** “Released Party” means Defendants, and all their present and former
27 parents, subsidiaries, DBAs, affiliates, and joint ventures, and all of Defendants’ shareholders, owners,
28 members, officers, directors, employees, agents, agencies, vendors, contractors, servants, registered

representatives, attorneys, insurers, predecessors, successors and assigns, and any other persons acting by through, under or in concert with any of them.

1.23. Settlement Administrator. “Settlement Administrator” means the independent third-party settlement administrator mutually agreed on by the Parties, subject to Court approval, to administer the settlement. The Parties have agreed to use Phoenix Class Action Administration Solutions.

1.24. Administration Expenses. “Administration Expenses” means the payment, subject to Court approval, payable from the Settlement Amount to the Settlement Administrator for administering the settlement, including but not limited to printing, distributing, or tracking mailings or distributions, processing any required tax payments or reportings, providing any required tax forms, distributing the PAGA Member Payments, PAGA Counsel’s Fees and Costs Payment, and LWDA Payment, and providing any necessary reports or declarations requested by both PAGA Counsel and Defendants’ Counsel. Administration Expenses shall not exceed Thirty-Two Thousand Dollars (\$32,000.00).

2. RECITALS

2.1. Authorization for PAGA Actions. On or about January 30, 2020, Plaintiff Zamora sent written notice to the LWDA to seek authorization to litigate PAGA claims. On or about December 4, 2020, and June 8, 2021, Plaintiff Keisha Isch sent written notice to the LWDA to seek authorization to litigate PAGA claims. On or about February 19, 2021, Plaintiff Ohanian sent written notice to the LWDA to seek authorization to litigate PAGA claims. Plaintiffs alleged violations of, or relief under, Labor Code sections 201, 202, 203, 204, 208, 210, 218, 226, 226.3, 226.7, 256, 510, 512, 515, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 *et seq.*, and the applicable Wage Orders.

2.2. Initiation of Zamora Action. On or about May 4, 2020, Plaintiff Zamora filed a complaint as a representative of the State of California and the LWDA, as well as on behalf of herself and all FCHMC’s current and former non-exempt employees. The Zamora Action pursued PAGA penalties for alleged (i) failure to provide meal periods in violation of California Labor Code section 512; (ii) failure to provide rest periods in violation of California Labor Code section 226.7; (iii) failure to provide compliant, accurate wage statements in violation of California Labor Code section 226; (iv) failure to provide overtime wages in violation of California Labor Code sections 510 and 1194; (v) failure to provide minimum wages in violation of California Labor Code sections 1194 and 1197; (vi) failure to timely pay

1 wages during employment in violation of California Labor Code section 204; and (vii) failure to pay
2 wages due to discharged and quitting employees in violation of California Labor Code sections 201, 202,
3 and 203.

4 **2.3. Initiation of the Isch Action.** On or about February 8, 2021, Plaintiff Isch filed an initial
5 complaint in Madera County Superior Court (Case No. MCV084662) as a putative class action on behalf
6 of all current and former non-exempt employees of Defendants who worked at any of Defendants'
7 locations in California at any time between February 8, 2017, and the present. The Isch Action pursued
8 claims for alleged (i) unpaid wages in violation of California Labor Code sections 204, 218, 510, 1194,
9 1194.2, 1197, and 1198; (ii) failure to provide compliant meal periods in violation of California Labor
10 Code sections 226.7 and 512; (iii) failure to provide compliant rest periods in violation of California Labor
11 Code section 226.7; (iv) unreimbursed business expenses in violation of California Labor Code section
12 2802; (v) failure to provide accurate wage statements in violation of California Labor Code section 226;
13 and (vi) failure to pay all wages due at separation in violation of California Labor Code sections 201, 202,
14 and 203. Based on these alleged failures, the Isch Action also pursued class action claims for unfair
15 competition and representative claims for penalties under PAGA. On March 22, 2021, Plaintiff Isch filed a
16 PAGA-only First Amended Complaint which removed the class action allegations. On May 21, 2021, the
17 parties stipulated to transfer Plaintiff Isch's case to Fresno County Superior Court and, on August 25,
18 2021, Isch filed her Second Amended Complaint in Fresno County Superior Court.

19 **2.4. Initiation of the Ohanian Action.** On or about April 27, 2021, Plaintiff Ohanian filed a
20 complaint on behalf of the State of California and all allegedly aggrieved employees. The Ohanian Action
21 pursued PAGA penalties for alleged (i) failure to pay wages in violation of California Labor Code sections
22 204, 510, 1182.12, 1194, 1197, 1198; (ii) failure to provide meal periods in violation of California Labor
23 Code sections 204, 226.7, 512, 516; (iii) failure to provide rest periods in violation of California Labor
24 Code sections 226.7 and 516; (iv) failure to reimburse business expenses in violation of California Labor
25 Code section 2802; (v) failure to furnish accurate itemized wage statements in violation of California
26 Labor Code section 226; and (vi) failure to provide timely payment of wages upon separation in violation
27 of California Labor Code sections 201, 202, and 203.

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1 **2.5. Consolidated Complaint.** On or about June 13, 2022, Zamora filed a First Amended
2 Complaint that consolidated the claims alleged in the *Zamora, Isch, and Ohanian* Actions. The separate
3 *Isch* and *Ohanian* Actions will be dismissed with prejudice after the Effective Date of this Agreement, and
4 Defendants will not seek costs in connection with those dismissals.

5 **2.6. Defendants' Denials.** Defendants denied and continue to deny (i) all the allegations made
6 by Plaintiffs in the Action, (ii) that they violated any applicable laws, (iii) that they would be liable or owe
7 penalties (or damages or any other type of remedy) to anyone with respect to any the claims asserted or
8 facts alleged in the Action, and (iv) that representative treatment of the Action or any alleged claims would
9 be proper.

10 **2.7. Mediation and Settlement.** On or about February 25, 2022, the Parties attended a
11 mediation before Tripper Ortman, an experienced mediator knowledgeable of both the wage and hour laws
12 and representative claims at issue in the Action. At that mediation, the Parties agreed to a settlement.

13 **2.8. Intent of the Parties.** The Parties agree to a settlement to resolve all disputes and litigation
14 between the Parties. It is the desire of the Parties to fully, finally, and forever settle, compromise, or
15 discharge any and all PAGA claims, rights, demands, charges, complaints, causes of action, obligations, or
16 liability of any and every kind under PAGA that were asserted in the Action or that could have been
17 asserted based upon the facts alleged in the Action. The settlement represents the Parties' good-faith
18 compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs
19 of further litigation. Although no class action claims are being alleged or resolved, the Parties agree to
20 adopt and apply Rule 3.769(h) of the California Rules of Court requiring entry of judgment.

21 **2.9. No Right to Opt Out.** The Parties agree that there is no statutory right for any PAGA
22 Member to opt out or otherwise exclude him or herself from the settlement.

23 **2.10. No Admission of Liability or Violation.** Although Defendants denied and continue to
24 deny all of the allegations made by Plaintiffs in the Action, Defendants—without admitting or conceding
25 any liability or wrongdoing whatsoever and without admitting or conceding that representative claims
26 would be appropriate for any purpose other than settlement—have agreed to settle the Action on the terms
27 and conditions set forth in this Agreement for the sole purpose of avoiding the burden, expense, and
28 uncertainty of continuing the Action. The Parties agree that the settlement does not constitute any

admission of either any liability or the accuracy of any alleged unlawful conduct. As a material term to the settlement, Plaintiffs and all of their counsel engaged in connection with the Action agree that the settlement does not constitute an initial violation under the Labor Code.

2.11. PAGA Counsel's Investigation and Evaluation. Based on PAGA Counsel's investigation and evaluation over the course of litigating the Action (including the review of Plaintiff's executed arbitration agreements with class and representative action waivers, extensive documentary evidence, and time and payroll data produced by Defendants for purposes of mediation), PAGA Counsel is of the opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of the PAGA Members and the State of California.

2.12. Stipulation for Settlement Only. This Agreement is contingent upon approval by the Court. Defendants do not waive and instead expressly reserve any and all rights to challenge the propriety of representative treatment for any other purpose should the Court not grant approval of the settlement. Defendants also do not waive and instead expressly reserve any and all rights to contest the merits of the claims being asserted by Plaintiffs in the Action.

3. SETTLEMENT PROCEEDS

3.1. Settlement Amount. Defendants agree to pay a maximum, non-reversionary sum of \$3,240,000, which shall be inclusive of the PAGA Penalty Fund (75% of which is to be distributed to the LWDA and 25% of which is to be distributed to all PAGA Members) and any Court-approved PAGA Counsel's Fees and Costs Payment, Administration Expenses, or other Court-required payment that Defendants may be required to pay in connection with the approval of the settlement and entry of judgment.

3.2. Escalator Clause. The PAGA Period is premised on the PAGA Members having worked approximately 635,000 pay periods during the PAGA Period. If during the PAGA Period the number of pay periods worked by PAGA Members is more than 10% of this amount (*i.e.*, more than 698,500 pay periods), the Settlement Amount will increase proportionally based on the increase in pay periods greater than 10%. For example, if the number of pay periods in the PAGA Period is 711,200 (12% greater than that estimated by Defendants), the Settlement Amount will increase by 2% (to \$3,304,800).

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1 **3.3. PAGA Penalties.** All PAGA penalties shall be paid from the PAGA Penalty Fund, which
2 consists of the sum remaining from the Settlement Amount after deductions for any Court-approved
3 Administration Expenses, PAGA Counsel's Fees and Costs Payments, or any other Court-required
4 payment. The Settlement Administrator shall issue 75% of the PAGA Penalty Fund to the LWDA as the
5 LWDA Payment and 25% of the PAGA Penalty Fund to PAGA Members as PAGA Member Payments.
6 PAGA Member Payments shall be distributed to PAGA Members based on the number of pay periods
7 each PAGA Member worked during the PAGA Period as a percentage of the total number of pay periods
8 worked by all PAGA Members during the PAGA Period.

9 **3.4. Administration Expenses.** The Parties request that the Court appoint Phoenix Settlement
10 Administrators as Settlement Administrator. The amount of Administration Expenses requested for
11 allocation from the Settlement Payment shall not exceed the amount estimated by the bid submitted by the
12 Settlement Administrator to administrate the settlement. Except as otherwise provided herein, if the Court
13 does not grant approval of the settlement, PAGA Counsel and Defendants shall each pay one-half of any
14 Administration Expenses incurred.

15 **3.5. PAGA Counsel's Fees and Costs Payment.** PAGA Counsel will seek Court approval of
16 its Fees and Costs Payment that includes attorneys' fees of up to 1/3 of the Settlement Amount and costs in
17 an amount not to exceed \$35,000. Except as otherwise provided herein, the Parties will bear their own
18 attorneys' fees and other costs incurred, and Defendants shall have no liability for any attorneys' fees or
19 costs in connection with the Action. Plaintiffs and PAGA Counsel waive any additional claim for
20 attorneys' fees and costs incurred in connection with the Action.

21 **3.6. Court Approval of Allocations from Settlement Payment.** The requested Administration
22 Expenses and PAGA Counsel's Fees and Costs Payments for allocation from the Settlement Amount are
23 not material terms to the settlement. The Court's failure to approve the requested amounts does not give
24 Plaintiffs or PAGA Counsel any basis to abrogate this Agreement, although an appeal may be taken as to
25 such issues consistent with applicable laws. To the extent that the Court does not approve the requested
26 allocations or approves different allocations from the Settlement Amount, the remaining terms of this
27 Agreement shall remain binding on the Parties.

28 **3.7. Timing of Payments.** Within fifteen (15) days after the Effective Date, Defendants shall

1 deposit the Settlement Amount and the PAGA Member List with the Settlement Administrator. The
2 Settlement Administrator shall be responsible for making all required payments to the LWDA, PAGA
3 Counsel, and PAGA Members within thirty (30) days after receipt of the Settlement Amount, and for
4 mailing out the Notice of Settlement to the PAGA Members

5 (a) **Confidentiality of PAGA Member Data.** Names of PAGA Members and their
6 individual PAGA Member Payments shall be kept strictly confidential by the Settlement Administrator
7 unless it becomes necessary to the administration of the Settlement, and such information will not be
8 filed with the Court. To the extent it becomes necessary to file such information, it will be filed under
9 seal to the extent permitted by the Court.

10 **3.8. Uncashed Checks.** All checks not cashed within 180 days of payment, including all
11 undeliverable checks, shall be paid to the State Controller, Unclaimed Property Division, in the name of
12 the corresponding PAGA Member(s).

13 **3.9. No Tax Advice or Liability.** Except as otherwise stated within this Agreement, all
14 payments from the Settlement Amount shall be characterized as payments subject to Form 1099 reporting.
15 The Parties have had an opportunity to consult with independent tax counsel. The Parties are not giving
16 any tax advice in connection with the settlement or any payments to be made pursuant to this Agreement.
17 The Parties do not intend anything contained in this Agreement to constitute legal advice regarding the
18 taxability of any amount paid hereunder, nor shall anything in this Agreement be relied upon as such. Each
19 recipient of a settlement payment shall be solely and legally responsible for paying all applicable taxes on
20 their respective settlement payments and shall indemnify and hold harmless the Parties from any claim or
21 liability for taxes, penalties, or interest arising as a result of the payments.

22 **4. RELEASES**

23 **4.1. Acknowledgment of Release.** The Parties acknowledge that the State of California or the
24 PAGA Members may hereafter discover facts or law different from, or in addition to, the facts or law they
25 know or believe to exist with respect to a released claim. The Parties nonetheless acknowledge that this
26 Agreement and its releases shall be and shall remain effective in all respects notwithstanding such different
27 or additional facts or law regarding such released claims.

28 **4.2. Releases.** By operation of the Order Granting Approval Of PAGA Settlement And

1 Entering Judgement, and except as to the right to enforce the terms and conditions of the settlement,
2 Plaintiffs, as representatives of the State of California and on behalf of themselves and all PAGA
3 Members, hereby fully release Defendants and all Released Parties from any and all PAGA claims or
4 PAGA causes of action of whatever kind or nature which occurred during the PAGA Period that were
5 alleged in the Complaint irrespective of theory of recovery, or that reasonably could have been alleged
6 based on the facts alleged and statutes listed in Plaintiffs' PAGA Notices, including any PAGA claims or
7 relief recoverable under PAGA for alleged violations of Labor Code sections 201, 202, 203, 204, 208, 210,
8 218, 226, 226.3, 226.7, 256, 510, 512, 515, 516, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
9 1198, 2802, 2698 *et seq.*, and violations of all parallel provisions or requirements of the applicable Wage
10 Orders. This release applies to all PAGA Members. The release in this Agreement does not apply to any
11 non-PAGA claims.

12 **4.3. Covenant Not To Sue.** Plaintiffs and Plaintiffs' Counsel covenant not to assert in any
13 actions, lawsuits, proceedings, complaints, or charges in any court or before any administrative body
14 claims released in this Agreement against any Released Party.

15 **4.4. Non-Admission of Liability.** By entering into this Agreement, Defendants in no way
16 admit any violation of law or any liability whatsoever to Plaintiffs, PAGA Members, individually or
17 collectively, or the State of California, including the LWDA, and expressly deny all such liability. Neither
18 this Agreement nor any other settlement document shall be offered in any case or proceeding as evidence
19 of any admission by Defendants of any liability on any claim for relief. Likewise, by entering into this
20 Agreement, Defendants in no way admit the suitability of this case for representative litigation, other than
21 for purposes of settlement. Rather, Defendants enter into this Agreement to avoid further protracted
22 litigation and to resolve and settle all disputes with Plaintiffs, PAGA Members, or the State of California.
23 The Parties understand and agree that this Agreement and all exhibits thereto are settlement documents
24 and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve,
25 interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent permitted by law,
26 this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an
27 injunction against or dismissal of any action, suit, or other proceeding that may be instituted, prosecuted or
28 attempted in breach of this Agreement.

1 **5. COURT APPROVAL**

2 **5.1. Approval of PAGA Settlement.** PAGA Counsel shall request the entry of an order
3 granting approval, which shall include findings and orders: (i) approving the settlement, (ii) adjudging the
4 terms to be fair, reasonable, and adequate and binding on the State of California, (iii) reciting the release
5 terms, (iv) directing that the settlement's terms and provisions be carried out; (v) entering final judgment
6 in accordance with this Agreement and without further fees or costs to any party except as expressly set
7 forth in this Agreement; and (vi) retaining jurisdiction to oversee administration and enforcement of the
8 terms of this Agreement and the Court's orders. Plaintiffs' motion shall be unopposed by Defendants,
9 unless Plaintiffs' motion for approval of PAGA settlement seeks relief inconsistent with or not specified
10 by this Agreement. In such event, Defendants reserve their rights to address any assertions that are not
11 contained in this Agreement. No later than five (5) court days before the hearing on Plaintiffs' motion for
12 approval of PAGA settlement, Defendants will file a statement of non-opposition to the motion and,
13 therein, Defendants shall confirm the total number of PAGA Members, the total number of separated
14 PAGA Members during the PAGA Period, and the total number of pay periods worked by the PAGA
15 Members during the PAGA Period.

16 **5.2. Effect of Failure to Obtain Approval or Entry of Judgment.** This Agreement is
17 conditioned upon Court approval, including approval of the release. In the event the Court effects a
18 material change to this Agreement or fails to enter final judgment in accordance with this Agreement, or
19 such final judgment is vacated or reversed, then this entire Agreement will be voidable and unenforceable,
20 subject to the Parties' agreement to the contrary, and any Administration Expenses shall be split equally
21 between the Parties. In that event, except as otherwise stated in this Agreement, the Action shall proceed
22 as if no settlement had been attempted, unless either Plaintiffs or Defendants seek reconsideration or
23 appellate review of the ruling or seek Court approval of a renegotiated settlement. The Parties reserve all
24 substantive and procedural arguments, including whether these cases should proceed as a consolidated
25 matter, in the event the Court does not approve this Agreement. Any stipulations or statements by
26 Plaintiffs or Defendants contained herein are made for settlement purposes only.

27 **5.3. Compliance with PAGA Procedures.** PAGA Counsel shall comply with all requirements
28 and reportings to the LWDA for a PAGA settlement. PAGA Counsel shall draft a motion for approval of

PAGA settlement and simultaneously submit this Agreement to both the Court and LWDA, in compliance with Labor Code section 2699(1)(2). Within ten (10) calendar days of the Court's notice of entry of the Approval Order, Plaintiff, pursuant to Labor Code section 2699(1)(3), shall serve a copy of the Notice of Dismissal of the Action on the LWDA.

6. MISCELLANEOUS

6.1. Interim Stay of Proceedings. The Parties agree to refrain from further litigation of the Action, except such proceedings in furtherance of implementing the terms of this Agreement. If the settlement ultimately is not granted approval, the Parties agree that they will revert to their positions in the Action prior to the time the settlement was reached, and no agreements set forth in this Agreement or any other document related to the settlement will be admissible in any future proceeding in the Action or any other action. If the settlement is not finally approved, Defendants reserve their rights to make all arguments that representative treatment would not be appropriate.

6.2. Entire Agreement. The Parties have arrived at this Agreement as a result of arm's-length negotiations. Except as otherwise stated herein, all terms and conditions of this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

6.3. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms stated herein.

(a) **Counterparts.** This Agreement may be executed in counterparts, and when all signatories have signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one signed Agreement, which shall be binding upon and effective as to all Parties.

(b) **Facsimile or Scanned Signatures.** Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile, DocuSign and/or as an attachment to an e-mail to counsel for the other party. Any signature made and transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an

original signature for purposes of this Agreement and shall be binding upon the party who transmits the signature page. This Agreement may be signed electronically, and such electronic signatures shall have the same force and effect as original wet-ink signatures.

(c) **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors, and with respect to Plaintiffs shall inure to the benefit of their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys, or assigns.

(d) **Waivers, Modifications, Etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

6.4. Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

(a) **Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

(b) **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to render all provisions of this Agreement valid and enforceable.

6.5. Further Acts and Cooperation Between the Parties. The Parties agree to cooperate and take all steps necessary and appropriate to effectuate all aspects of this Agreement, to obtain approval of the settlement, and to enter final judgment on all claims. The Parties shall cooperate fully with

1 each other and shall use their best efforts to obtain the Court's approval of this Agreement and all of its
2 terms. Each of the Parties, upon the request of another, agrees to perform such further acts and to execute
3 and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.
4 All papers to be filed with the Court by Defendants or Plaintiffs' Counsel in connection with this
5 Agreement shall be submitted to the other Party prior to filing. If the Court denies a request for approval of
6 the Settlement, but allows Plaintiffs to file another motion seeking approval (or supplemental briefing),
7 Defendants shall reasonably cooperate with Plaintiffs in supplying information, documentation,
8 declarations, or other items that the Court requests or believes is lacking.

9 **6.6. No Undue Publicity.** Neither Plaintiffs nor any of their counsel that they have engaged in
10 the Action shall cause to be publicized, directly or indirectly, any discussion resulting in or the existence of
11 this Agreement or its terms in any type of mass media, including, but not limited to, speeches, press
12 conferences, press releases, interviews, television or radio broadcasts, newspapers, website postings,
13 messages on the Internet, Facebook, Twitter or any other social media. Breach of this provision shall
14 entitle Defendants, in the exercise of their sole discretion, to nullify this Agreement and the settlement at
15 any time before the Effective Date. This provision does not apply to any publications ordered by the Court
16 or approved by Defendants. Likewise, this provision does not prohibit PAGA Counsel from discussing the
17 terms of this Agreement with any PAGA Member in response to their inquiries after a motion seeking
18 approval of this Agreement has been filed with the Court.

19 **6.7. No Impact on Employee Benefits.** No payment made under this Agreement shall be
20 considered as wages, compensation, or hours worked or hours paid for purposes of determining
21 eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For
22 purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan," as
23 defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1002(3).
24 The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock
25 appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization,
26 insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or
27 policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

28 **6.8. No Prior Assignments or Undisclosed Liens.** Plaintiffs and Plaintiffs' Counsel

represent that they have not assigned, transferred, conveyed, or otherwise disposed of the Action or their claim to the Plaintiff's Counsel Fees and Costs Payment to be paid under this Agreement. Plaintiffs' Counsel and Plaintiffs further represent and warrant that there are not any liens or claims against any amount that Defendants are paying under this Agreement. Plaintiffs and Plaintiffs' Counsel agreed to defend, indemnify, and to hold Defendants harmless from any liability, losses, claims, damages, costs, or expenses, including attorneys' fees, resulting from a breach of these representations or from any lien or assignment.

6.9. Continuing Jurisdiction. The Court shall retain jurisdiction over the Action, as well as any and all matters arising out of, or related to, the implementation of this Agreement and of the settlement contemplated thereby. Absent mutual agreement by the Parties, the Court shall not have jurisdiction to modify the terms of this Agreement.

6.10. Disputes. Any dispute between the Parties as to the terms of the Settlement Agreement may be presented to Tripper Ortman for resolution. The Parties will split the costs of the mediator and all Parties will bear their own attorneys' fees and other costs incurred.

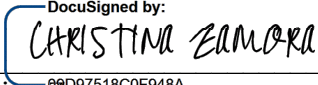
6.11. Governing Law. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of California.

DATED:

FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER
DBA COMMUNITY MEDICAL CENTERS; FRESNO HEART &
SURGICAL HOSPITAL; COMMUNITY REGIONAL MEDICAL
CENTER; CLOVIS COMMUNITY MEDICAL CENTER; AND
COMMUNITY HOSPITALS OF CENTRAL CALIFORNIA DBA
COMMUNITY MEDICAL CENTERS

By: _____

DATED: 9/30/2022

By: 
Christina Zamora

DATED:

By: _____
Keisha Isch

1 represent that they have not assigned, transferred, conveyed, or otherwise disposed of the Action or their
2 claim to the Plaintiff's Counsel Fees and Costs Payment to be paid under this Agreement. Plaintiffs'
3 Counsel and Plaintiffs further represent and warrant that there are not any liens or claims against any
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19 DBA COMMUNITY MEDICAL CENTERS; FRESNO HEART &
20 SURGICAL HOSPITAL; COMMUNITY REGIONAL MEDICAL
21 CENTER; CLOVIS COMMUNITY MEDICAL CENTER; AND
COMMUNITY HOSPITALS OF CENTRAL CALIFORNIA DBA
COMMUNITY MEDICAL CENTERS

22 By: Brianne Marriott

23
24 DATED:

25 By: Christina Zamora

26
27 DATED:

28 By: Keisha Isch

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2 claim to the Plaintiff's Counsel Fees and Costs Payment to be paid under this Agreement. Plaintiffs'
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18 DATED: FRESNO COMMUNITY HOSPITAL AND MEDICAL CENTER
19 DBA COMMUNITY MEDICAL CENTERS; FRESNO HEART &
20 SURGICAL HOSPITAL; COMMUNITY REGIONAL MEDICAL
21 CENTER; CLOVIS COMMUNITY MEDICAL CENTER; AND
22 COMMUNITY HOSPITALS OF CENTRAL CALIFORNIA DBA
23 COMMUNITY MEDICAL CENTERS

24 By: _____

25 DATED:

26 By: _____

Christina Zamora

27 DATED: Sep 30, 2022

28 By: Keisha Isch
Keisha Isch (Sep 30, 2022 13:06 PDT)

Keisha Isch

1 DATED: Sep 29, 2022

2 By: Zaven Ohanian
3 Zaven Ohanian

4 APPROVED AS TO FORM

5
6 DATED:

SEYFARTH SHAW LLP

7
8 By: _____
9 Andrew M. Paley
10 Geoffrey C. Westbrook
11 Bailey K. Bifoss
Attorneys for Defendants FCHMC, FHSH,
CRMC, CCMC, and CHCC

12 DATED:

SCHEPPACH BAUER PC

13
14 By: _____
15 John M. Scheppach
16 Attorneys for Plaintiff KEISHA ISCH

17 DATED:

WORK LAWYERS PC

18
19 By: _____
20 Justin Lo
21 Attorneys for Plaintiff CHRISTINA
22 ZAMORA

23 DATED: Sept. 29, 2022

SANSANOWICZ LAW GROUP P.C.

24
25 By: Leonard H. Sansanowicz
26 Leonard H. Sansanowicz
27 Attorneys for Plaintiff ZAVEN OHANIAN
28

1 DATED:

2 By: _____
3 Zaven Ohanian

4 APPROVED AS TO FORM

5
6 DATED:

SEYFARTH SHAW LLP

7
8 By: _____
9 Andrew M. Paley
10 Geoffrey C. Westbrook
11 Bailey K. Bifoss
12 Attorneys for Defendants FCHMC, FHSB,
13 CRMC, CCMC, and CHCC

14 DATED:

SCHEPPACH BAUER PC

15 By: _____
16 John M. Scheppach
17 Attorneys for Plaintiff KEISHA ISCH

18 DATED: September 30, 2022

WORK LAWYERS PC

19 By:  _____
20 Justin Lo
21 Attorneys for Plaintiff CHRISTINA
22 ZAMORA

23 DATED:

SANSANOWICZ LAW GROUP P.C.

24
25 By: _____
26 Leonard H. Sansanowicz
27 Attorneys for Plaintiff ZAVEN OHANIAN
28

1 DATED:

2 By: _____
3 Zaven Ohanian

4 APPROVED AS TO FORM

5
6 DATED:

SEYFARTH SHAW LLP

7 By: 
8 _____
9 Andrew M. Paley
10 Geoffrey C. Westbrook
11 Bailey K. Bifoss
12 Attorneys for Defendants FCHMC, FHSH,
13 CRMC, CCMC, and CHCC

14
15 DATED:

SCHEPPACH BAUER PC

16 By: _____
17 John M. Scheppach
18 Attorneys for Plaintiff KEISHA ISCH

19
20 DATED:

WORK LAWYERS PC

21 By: _____
22 Justin Lo
23 Attorneys for Plaintiff CHRISTINA
24 ZAMORA

25
26 DATED:

SANSANOWICZ LAW GROUP P.C.

27 By: _____
28 Leonard H. Sansanowicz
Attorneys for Plaintiff ZAVEN OHANIAN

1 DATED:

2 By: _____
3 Zaven Ohanian

4 APPROVED AS TO FORM

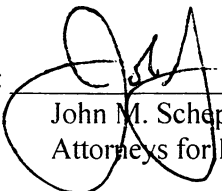
5
6 DATED:

SEYFARTH SHAW LLP

7
8 By: _____
9 Andrew M. Paley
10 Geoffrey C. Westbrook
11 Bailey K. Bifoss
Attorneys for Defendants FCHMC, FSHH,
CRMC, CCMC, and CHCC

12 DATED: 9/30/2022

SCHEPPACH BAUER PC

13
14 By:  _____
15 John M. Scheppach
16 Attorneys for Plaintiff KEISHA ISCH

17 DATED:

WORK LAWYERS PC

18
19 By: _____
20 Justin Lo
21 Attorneys for Plaintiff CHRISTINA
22 ZAMORA

23 DATED:

SANSANOWICZ LAW GROUP P.C.

24
25 By: _____
26 Leonard H. Sansanowicz
27 Attorneys for Plaintiff ZAVEN OHANIAN
28

1 DATED: October 3, 2022

UNITED EMPLOYEES LAW GROUP PC

2
3 By: 
4 Walter L. Haines
5 Attorneys for Plaintiff ZAVEN OHANIAN
6
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EXHIBIT A

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Ed@caworklawyer.com
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Attorneys for Plaintiff Zaven Ohanian

[Caption Continued On Next Page]

SUPERIOR COURT OF CALIFORNIA**COUNTY OF FRESNO**

CHRISTINA ZAMORA, KEISHA ISCH, and
ZAVEN OHANIAN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

COMMUNITY HOSPITALS OF CENTRAL
CALIFORNIA dba COMMUNITY MEDICAL
CENTERS and FRESNO HEART &
SURGICAL CENTER, a California Corporation;
FRESNO COMMUNITY HOSPITAL AND
MEDICAL CENTER dba COMMUNITY
MEDICAL CENTERS, COMMUNITY
REGIONAL MEDICAL CENTER, and CLOVIS
COMMUNITY MEDICAL CENTER, a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 20CECG01220

[Assigned for all purposes to Hon. Kimberly
Gaab, Dept. 503]

[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT AND
ENTERING JUDGMENT

Date: October 26, 2022

Time: 3:30 p.m.

Dept: 503

Date Action Filed: May 4, 2020

First Amended Complaint Filed: June 13, 2022

1 **ORDER APPROVING PAGA SETTLEMENT AND ENTERING JUDGMENT**

2 WHEREAS, this action is pending before this Court as an alleged representative action
3 under the Private Attorneys General Act of 2004; and

4 WHEREAS, the Court has considered the motion by Plaintiffs Christina Zamora, Keisha
5 Isch, and Zaven Ohanian ("Plaintiffs") for approval of the Parties' settlement in accordance with
6 the Parties' PAGA Settlement Agreement (the "Settlement Agreement"). The Court understands
7 that the Settlement Agreement sets forth the terms and conditions for a proposed settlement and
8 entry of judgment. Based on a review of the submissions by the Parties, and good cause
9 appearing;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. All terms used in the Settlement Agreement shall have the same meaning as
12 defined therein.

13 2. The terms of the Settlement Agreement are fair, adequate, and reasonable, and
14 therefore, are approved by the Court.

15 3. Compensation to the Labor and Workforce Development Agency (LWDA) and
16 the PAGA Settlement Group Members shall be effected pursuant to the terms of the Settlement
17 Agreement.

18 4. The Court hereby approves of the payment of attorneys' fees to Plaintiffs'
19 Counsel in the sum of One Million Eighty Thousand Dollars (\$1,080,000) and costs in the sum
20 of up to Thirty-Five Thousand Dollars (\$35,000.00) to be effected in the manner set forth in the
21 Settlement Agreement.

22 5. The Court hereby approves of the payment in the amount of up to Thirty-Two
23 Thousand Dollars (\$32,000) to Phoenix Class Action Administration Solutions, for performance
24 of its settlement administration services.

25 6. Upon entry of this Order, the LWDA and each and every Aggrieved Employee,
26 including Plaintiffs, shall be deemed and are deemed to have conclusively released and forever
27 discharged the Released Parties from the Released Claims, as defined in the Settlement
28

1 Agreement, and are permanently barred and enjoined from the institution or prosecution of all
2 Released Claims against the Released Parties.

3 7. Neither the settlement, nor any terms set forth in the Settlement Agreement, are
4 an admission of liability or any wrongdoing by the Released Parties. The Court's Order is not a
5 finding of the validity or merits of any claims in the lawsuit or of any wrongdoing by the
6 Released Parties.

7 8. This Order is intended to be a final disposition of the lawsuit in its entirety and is
8 intended to be immediately appealable.

9 9. The Court shall retain jurisdiction with respect to all matters related to the
10 administration and consummation of the settlement.

11 10. The Court hereby enters final judgment in this Action in accordance with terms
12 of the Settlement Agreement.

13 11. Without affecting the finality of this Order, pursuant to California Code of Civil
14 Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court reserves
15 exclusive and continuing jurisdiction over this Action, Plaintiffs, the Aggrieved Employees, and
16 Defendants for the purposes of supervising the implementation, enforcement, construction, and
17 interpretation of the Settlement Agreement.

18 IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.
19

20
21 Dated: _____

22 Honorable Kimberly Gaab
23
24
25
26
27
28

EXHIBIT B

[NAME]

[ADDRESS]

Re: *Christina Zamora, et al. v. Community Hospitals Of Central California, et al.*,
Case No. 20CECG01220 / Fresno County Superior Court

Dear [NAME],

As the Settlement Administrator in the above-referenced case (the “Case”), we write to inform you that you are entitled to a payment pursuant to the settlement of the Case. Your settlement check, which is for certain civil penalties on behalf of the state, is enclosed along with the appropriate IRS Form.

A settlement was reached in the Case with Fresno Community Hospital and Medical Center dba Community Medical Center, Fresno Heart & Surgical Hospital, Community Regional Medical Center, Clovis Community Medical Center, and Community Hospitals of Central California dba Community Medical Centers (altogether, “CMC”). CMC disputes the claims. The Case did not go to trial, and the Court has not found that Plaintiffs’ claims have any merit.

On [REDACTED], the Honorable Kimberly Gaab, Fresno County Superior Court Judge, approved the settlement. The settlement resolves claims for civil penalties during the period of January 30, 2019 through April 25, 2022. The settlement covers CMC’s non-exempt California employees from January 30, 2019 through April 25, 2022. Each person’s share of the settlement is based on the number of pay periods during which they worked at least one workday for CMC in California in the relevant time period. Based on records maintained by CMC, you worked a total number of [REDACTED] pay periods during this time and your individual settlement payment is \$ [REDACTED].

If you have any questions regarding your settlement payment, changes of name, changes of address, etc., please contact the Settlement Administrator, Phoenix Settlement Administrators, at [EMAIL] or [PHONE NUMBER].

Very truly yours,

[Settlement Administrator]