

1 DIVERSITY LAW GROUP, P.C.
 Larry Lee (SBN 228175)
 2 Kristen Agnew (SBN 247656)
 Nicholas Rosenthal (SBN 268297)
 3 Max Gavron (SBN 291697)
 515 S. Figueroa Street, Suite 1250
 4 Los Angeles, CA 90071
 Telephone: (213) 488-6555
 5 Facsimile: (213) 488-6554

6 Attorneys for Plaintiffs

7 SEYFARTH SHAW LLP
 Daniel Whang (SBN 223451)
 8 2029 Century Park East, Suite 3500
 Los Angeles, California 90067-3021
 9 Telephone: (310) 277-7200
 Facsimile: (310) 201-5219

10 SEYFARTH SHAW LLP
 Kerry Friedrichs (SBN 198143)
 11 Youlet Ovrachim (SBN 243578)
 560 Mission Street, 31st Floor
 12 San Francisco, California 94105
 Telephone: (415) 397-2823
 13 Facsimile: (415) 397-8549

14 Attorneys for Defendants
 15 LODI MEMORIAL HOSPITAL ASSOCIATION, INC.
 and ADVENTIST HEALTH SYSTEM/WEST
 16

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF SAN JOAQUIN

19 MARIA SANCHEZ, as an individual and on
 20 behalf of all other aggrieved employees,

21 Plaintiff,

22 v.

23 LODI MEMORIAL HOSPITAL ASSOCIATION,
 INC., a California corporation; ADVENTIST
 24 HEALTH SYSTEM/WEST, a California
 corporation; and DOES 1 through 50, inclusive,

25 Defendants.
 26

Case No. STK-CV-UOE-2019-09557

**PAGA REPRESENTATIVE ACTION
 SETTLEMENT AGREEMENT AND
 RELEASE**

Date Action Filed: July 24, 2019
 Trial Date: None Set

1 This Settlement and Release is made and entered into between: (1) Plaintiffs Maria Sanchez, Eric
2 Ridgeway, Michelle Bueno, Cindy Javier, Monica Barajas, Deborah Patterson, and Marry Gallegos,
3 individually and on behalf of all PAGA Members (as defined herein) and (2) Defendants Adventist
4 Health Systems/West, Lodi Memorial Hospital Association, Reedley Community Hospital, St. Helena
5 Hospital, San Joaquin Community Hospital, White Memorial Medical Center, Sonora Community
6 Hospital, and Hanford Community Hospital subject to approval from the Court, as provided below.

7 This Representative Action Settlement and Release is intended by the Parties to fully, finally,
8 and forever resolve, discharge, and settle the Released Claims in the Action (as defined below) and the
9 Released Claims (as defined below), upon and subject to the terms and conditions hereof, as follows:

10 **1. DEFINITIONS**

11 As used herein, for the purposes of this Settlement only, the following terms shall be defined as
12 set forth below:

13 **1.1. "Action"** refers to the civil action entitled *Maria Sanchez v. Lodi Memorial*
14 *Hospital Association, Inc., Adventist Health System/West, and DOES 1 through 50*, San Joaquin
15 Superior Court Case No. STK-CV-UOE-2019-09557. The Action is a representative action under
16 the Private Attorneys General Act of 2004 ("PAGA"). **"Agreement"** refers to this PAGA
17 Representative Action Settlement Agreement and Release.

18 **1.3. "Approval Order"** refers to the order issued and entered by the Court following
19 a Motion for approval of this Settlement.

20 **1.4. "Complaint"** refers to the Operative Second Amended Complaint filed on
21 August **, 2020 in this Action.

22 **1.5. "Defendants"** refers to Defendants Adventist Health Systems/West, Lodi
23 Memorial Hospital Association, Reedley Community Hospital, St. Helena Hospital, San Joaquin
24 Community Hospital, White Memorial Medical Center, Sonora Community Hospital, and Hanford
25 Community Hospital.

26 **1.6. "Defendants' Counsel"** refers to Seyfarth Shaw LLP. For purposes of providing
27 any notices required under this Settlement, Defendant's Counsel shall refer to Daniel Whang, 2029
28

Century Park East, Suite 3500, Los Angeles, California 90067 and Kerry Friedrichs, 560 Mission Street, 31st Floor, San Francisco, CA 94105.

1.7. "Early Format Wage Statements" refers to any wage statements issued by Defendants between February 1, 2018 and May 8, 2019. Defendants represent that there are 145,007 Early Format Wage Statements issued to the PAGA Members that contained shift premium wages, overtime compensation, or double time compensation during the PAGA Period.

1.8. "Effective Date" refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of San Joaquin, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

1.9. "Gross Settlement Amount" refers to the maximum settlement payment Defendants may be obligated to make in connection with the Settlement, which in this case is no more than \$2,473,187. This sum shall include all Individual Settlement Payments made to PAGA Members, administration costs, the Enhancement Payments, the LWDA Payment, and attorneys' fees and costs as set forth below.

1.10. "Individual Settlement Payment" refers to the amount calculated by the Settlement Administrator to be distributed to each individual PAGA Member.

1.11. "Judgment" refers to the final judgment by the Court after approval of the Settlement.

1.12. "Late Format Wage Statements" refers to any wage statements issued by Defendants after May 9, 2019.

1.13. "LWDA" refers to the California Labor & Workforce Development Agency.

1 **1.14. "LWDA Payment"** refers to a payment out of the Gross Settlement Amount to
2 the LWDA as the LWDA's share of the settlement of civil penalties paid under this Settlement pursuant
3 to the PAGA.

4 **1.15. "Net Settlement Amount"** refers to the Gross Settlement Amount minus the
5 administration costs, the Enhancement Payments, and attorneys' fees and costs. The Net Settlement
6 Amount is the maximum amount that shall be available for distribution to the LWDA and PAGA
7 Members.

8 **1.16. "PAGA"** refers to the Private Attorneys General Act of 2004.

9 **1.17. "PAGA Group"** refers to the following group of individuals:

10 **1.17.1. "Reedley Community Hospital PAGA Group"** refers to all non-
11 exempt employees of Reedley Community Hospital who were paid shift premium wages, overtime
12 compensation, or double time compensation at any time between February 1, 2018 through the date of
13 approval of the Settlement

14 **1.17.2. "St. Helena Hospital PAGA Group"** refers to all non-exempt
15 employees of St. Helena Hospital who were paid shift premium wages, overtime compensation, or
16 double time compensation at any time between March 14, 2018 through the date of approval of the
17 Settlement.

18 **1.17.4. "San Joaquin Community Hospital PAGA Group"** refers to all
19 non-exempt employees of St. Helena Hospital who were paid shift premium wages, overtime
20 compensation, or double time compensation at any time between July 3, 2018 through the date of
21 approval of the Settlement.

22 **1.17.5. "Lodi Memorial PAGA Group"** refers to all non-exempt employees
23 of Lodi Memorial Hospital Association, Inc. who were paid shift premium wages, overtime
24 compensation, or double time compensation at any time between July 9, 2018 through the date of
25 approval of the Settlement.

26 **1.17.6. "White Memorial Medical Center PAGA Group"** refers to all non-
27 exempt employees of White Memorial Medical Center who were paid shift premium wages, overtime
28

1 compensation, or double time compensation at any time between August 2, 2018 through the date of
2 approval of the Settlement.

3 **1.17.7. "Sonora Community Hospital PAGA Group"** refers to all non-
4 exempt employees of Sonora Community Hospital who were paid shift premium wages, overtime
5 compensation, or double time compensation at any time between August 26, 2018 through the date of
6 approval of the Settlement.

7 **1.17.8. "Hanford Community Hospital PAGA Group"** refers to all non-
8 exempt employees of Lodi Memorial Hospital Association, Inc. who were paid shift premium wages,
9 overtime compensation, or double time compensation at any time between February 20, 2019 through
10 the date of approval of the Settlement.

11 **1.18. "PAGA Member"** means any individual in the PAGA Group during the PAGA
12 Period. Defendants represent that as of July 6, 2020, there were approximately 12,194 unique
13 individuals that comprise of the PAGA Members.

14 **1.19. "PAGA Period"** refers to the following PAGA Periods for each PAGA Group:

15 **1.19.1. PAGA Period for the Reedley Community Hospital PAGA Group.**
16 For the Reedley PAGA Group, the PAGA Period is February 1, 2018 through the date of approval of the
17 Settlement.

18 **1.19.2. PAGA Period for the St. Helena Hospital PAGA Group.** For the
19 St. Helena PAGA Group, the PAGA Period is March 14, 2018 through the date of approval of the
20 Settlement.

21 **1.19.3. PAGA Period for the San Joaquin Community Hospital PAGA**
22 **Group.** For the San Joaquin PAGA Group, the PAGA Period is July 3, 2018 through the date of
23 approval of the Settlement.

24 **1.19.4. PAGA Period for the Lodi Memorial Hospital PAGA Group.** For
25 the Lodi Memorial PAGA Group, the PAGA Period is July 9, 2018 through the date of approval of the
26 Settlement.

1 **1.19.5. PAGA Period for the White Memorial Medical Center PAGA**

2 **Group.** For the White Memorial PAGA Group, the PAGA Period is August 2, 2018 through the date of
3 approval of the Settlement.

4 **1.19.6. PAGA Period for the Sonora Community Hospital PAGA Group.**

5 For the Sonora Community PAGA Group, the PAGA Period is August 26, 2018 through the date of
6 approval of the Settlement.

7 **1.19.7. PAGA Period for the Hanford Community Hospital PAGA**

8 **Group.** For the Hanford PAGA Group, the PAGA Period is February 20, 2019 through the date of
9 approval of the Settlement.

10 **1.20. "Parties"** refer to Plaintiffs and Defendants.

11 **1.21. "Plaintiffs"** refer to Maria Sanchez, Eric Ridgeway, Michelle Bueno, Cindy
12 Javier, Monica Barajas, Deborah Patterson, and Mary Gallegos.

13 **1.22. "Plaintiffs' Counsel"** refers to Diversity Law Group, P.C., Polaris Law Group
14 LLP, and Ferraro Employment Law Inc. For purposes of providing any notices required under this
15 Settlement, Plaintiffs' Counsel shall refer to Larry Lee, 515 S. Figueroa Street, Suite 1250, Los Angeles,
16 CA 90071.

17 **1.23. "Released PAGA Claims"** refers to those claims defined in Paragraph 5.1 of this
18 Settlement. The Released PAGA Claims shall apply to all PAGA Members.

19 **1.24. "Released Parties"** refers to Defendants and its current or former subsidiaries,
20 parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials,
21 directors, attorneys, personal representatives, executors, and shareholders, including their respective
22 pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors
23 of such plans, and those plans' respective current or former trustees and administrators, agents,
24 employees, and fiduciaries.

25 **1.25. "Settlement"** refers to terms of this Agreement.

26 **1.26. "Settlement Administrator"** refers to the third-party administrator, who has
27 been mutually selected by the Parties, subject to Court approval, to perform the notice, claims
28 administration, and distribution of payment functions further described in this Settlement. The

1 Settlement Administrator shall establish its own employer identification number and file an Internal
2 Revenue Service Form W-9. The Settlement Administrator shall meet all of the requirements to
3 establish a Qualified Settlement Fund ("QSF") pursuant to U.S. Treasury Regulation Section 468B-1.

4 **2. PROCEDURAL HISTORY AND RECITALS**

5 **2.1. The Action.** On July 9, 2019, Plaintiff Maria Sanchez submitted a letter to the
6 LWDA alleging that Lodi Memorial Hospital Association, Inc. and Adventist Health System/West did
7 not comply with Labor Code section 226(a). On July 24, 2019, Plaintiff Maria Sanchez filed a Class
8 Action Complaint in San Joaquin Superior Court, Case No. STK-CV-40E-2019-9557, asserting a claim
9 for statutory penalties under Labor Code section 226(e) and civil penalties under PAGA. On or about
10 October 4, 2019, Plaintiff Maria Sanchez filed a First Amended Complaint dismissing the class
11 allegations. On or about August 28, 2020, Plaintiff Maria Sanchez filed a Second Amended Complaint
12 adding the other Plaintiffs and Defendants as parties to the Action.

13 **2.2. The Other Pending Cases.** The Plaintiffs other than Maria Sanchez filed their
14 own separate PAGA actions against other hospitals and Adventist Health System/West. These other
15 actions are the following:

16 **2.2.1. The Ridgeway Action.** On July 2, 2018, Plaintiff Eric Ridgeway
17 submitted a letter to the LWDA alleging that Reedley Community Hospital and Adventist Health
18 System/West did not comply with Labor Code section 226(a). On July 16, 2018, Plaintiff Eric
19 Ridgeway filed a complaint in Fresno County Superior Court (Case No. 18CECG02609). On August
20 30, 2018, Plaintiff Eric Ridgeway filed a first amended complaint alleging a single cause of action for
21 violation of the PAGA predicated on Reedley Community Hospital and Adventist Health System/West's
22 alleged violation of Labor Code section 226(a).

23 **2.2.2. The Bueno Action.** On March 14, 2019, Plaintiff Michelle Bueno
24 submitted a letter to the LWDA alleging that St. Helena Hospital did not comply with Labor Code
25 section 226(a). On March 15, 2019, Plaintiff Michelle Bueno filed a complaint in Napa County
26 Superior Court (Case No. 19CV000429). On May 3, 2019, Plaintiff Michelle Bueno filed a first
27 amended complaint alleging a single cause of action for violation of the PAGA predicated on St. Helena
28 Hospital's alleged violation of Labor Code section 226(a).

1 **2.2.3. The Javier Action.** On July 3, 2019, Plaintiff Cindy Javier submitted
2 a letter to the LWDA alleging that San Joaquin Community Hospital and Adventist Health System/West
3 did not comply with Labor Code section 226(a). On July 24, 2019, Plaintiff Cindy Javier filed a
4 complaint in Kern County Superior Court (Case No. BCV-19-102053). On October 4, 2019, Plaintiff
5 Cindy Javier filed a first amended complaint alleging a single cause of action for violation of the PAGA
6 predicated on San Joaquin Community Hospital and Adventist Health System/West's alleged violation
7 of Labor Code section 226(a).

8 **2.2.4. The Barajas Action.** On August 2, 2019, Plaintiff Monica Barajas
9 submitted a letter to the LWDA alleging that White Memorial Medical Center and Adventist Health
10 System/West did not comply with Labor Code section 226(a). On September 30, 2019, Plaintiff Monica
11 Barajas filed a complaint in Los Angeles County Superior Court (Case No. 19STCV34668). The
12 complaint alleges a single cause of action for violation of the PAGA predicated on White Memorial
13 Medical Center and Adventist Health System/West's alleged violation of Labor Code section 226(a).

14 **2.2.5. The Patterson Action.** On August 26, 2019, Plaintiff Deborah
15 Patterson submitted a letter to the LWDA alleging that Sonora Community Hospital and Adventist
16 Health System/West did not comply with Labor Code section 226(a). On August 30, 2019, Plaintiff
17 Deborah Patterson filed a complaint in Calaveras County Superior Court (Case No. 19CV44295). On
18 April 20, 2020, Plaintiff Deborah Patterson filed a first amended complaint alleging a single cause of
19 action for violation of the PAGA predicated on Sonora Community Hospital and Adventist Health
20 System/West's alleged violation of Labor Code section 226(a).

21 **2.2.6. The Gallegos Action.** On February 20, 2020, Plaintiff Mary Gallegos
22 submitted a letter to the LWDA alleging that Hanford Community Hospital and Adventist Health
23 System/West did not comply with Labor Code section 226(a). On February 24, 2020, Plaintiff Mary
24 Gallegos filed a complaint in Kings County Superior Court (Case No. 20C-0064). On April 17, 2020,
25 Plaintiff Mary Gallegos filed a first amended complaint alleging a single cause of action for violation of
26 the PAGA predicated on Hanford Community Hospital and Adventist Health System/West's alleged
27 violation of Labor Code section 226(a).
28

1 **2.3. Plaintiffs' Counsel's Investigation.** Plaintiffs' Counsel investigated the claims
2 against Defendants in the Action and also analyzed all applicable defenses raised by Defendants.

3 **2.4. Defendants' Denials.** Defendants deny and continue to deny: (a) all of the
4 allegations made in the Action and the other pending cases; (b) that it violated any applicable laws; and
5 (c) that it is liable or owes damages, penalties, or other compensation or remedies to anyone with respect
6 to the alleged facts or claims asserted in the Action and the other pending cases. Defendants emphasize
7 that the Court has not made any findings of liability as to Defendants. Nonetheless, without admitting or
8 conceding any liability or wrongdoing whatsoever and without admitting or conceding that
9 representative treatment is appropriate for any purpose other than settlement purposes alone, Defendants
10 have agreed to settle the Action and the other pending cases on the terms and conditions set forth in this
11 Settlement, to avoid the burden, expense, and uncertainty of continuing the Action and the other pending
12 cases. Any stipulations or statements by Defendants contained in this Settlement are made for
13 settlement purposes only.

14 **2.5. Plaintiffs' Counsel's Evaluation.** Based on Plaintiffs' Counsel's investigation
15 and evaluation, Plaintiffs' Counsel is of the opinion that the terms set forth in this Settlement are fair,
16 reasonable, adequate, and in the best interest of the PAGA Members. Plaintiffs' Counsel diligently and
17 effectively investigated Plaintiffs' claims, drafted the Complaint, interviewed witnesses, prepared and
18 responded to discovery, deposed percipient witnesses and Defendants' corporate representatives,
19 reviewed and analyzed documents produced, and attended more than one mediation. Plaintiffs' Counsel
20 is of the belief that the risk of further litigation resulting in no recovery of any relief for Plaintiff sand
21 PAGA Members was a very significant factor in determining that this Settlement is fair, reasonable, and
22 adequate.

23 **2.6. The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever
24 settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of
25 action, obligations or liability of any and every kind that were or could have been asserted in the Action
26 or the other pending cases, to the extent that such claims arise out of the alleged facts, circumstances,
27 and occurrences underlying the allegations as set forth in the claims filed in the Action and the other
28 pending cases.

1 **2.7. The Parties' Agreement to Cooperate.** The Parties agree to cooperate and to
2 take all steps necessary and appropriate to effectuate all aspects of this Settlement.

3 **3. SETTLEMENT ADMINISTRATOR**

4 **3.1. Settlement Administrator.** The Parties request that the Court appoint Phoenix
5 Settlement Administrators as Settlement Administrator. All disputes relating to the Settlement
6 Administrator's performance of its duties, after good-faith efforts by the Parties to first resolve such
7 disputes, will be referred to the Court, if necessary, which will have continuing jurisdiction over this
8 Settlement until all payments and obligations contemplated by this Settlement have been fully
9 completed.

10 **3.2. Data For Settlement Administrator.** Within 30 calendar days of the entry of the
11 Approval Order, Defendants shall provide to the Settlement Administrator the following information:
12 (1) name of each PAGA Member; (2) last known address of each PAGA Member; (3) the number of
13 Early Format Wage Statements issued to each PAGA Member that contained shift premium wages,
14 overtime compensation, or double time compensation; and (4) Social Security Numbers for each PAGA
15 Member.

16 **3.3. Confidentiality of Contact Information and Data.** The contact information is
17 being provided confidentially, and the Settlement Administrator shall treat the information as private
18 and confidential and take all necessary precautions to maintain the confidentiality of contact information
19 of the PAGA Members. This information is to be used only to carry out the Settlement Administrator's
20 duties as specified in this Settlement. The Settlement Administrator shall return the data to Defendants
21 or confirm its destruction upon completion of the Settlement Administrator's duties in administering the
22 Settlement.

23 **4. DISTRIBUTION OF SETTLEMENT PROCEEDS**

24 **4.1. Gross Settlement Amount.** Defendants agree to pay a maximum of \$2,473,187
25 toward the Gross Settlement Amount.

26 **4.2. Attorneys' Fees and Costs.** Plaintiffs' Counsel intends to request—and
27 Defendants agree not to oppose—that the Court approve an attorneys' fees and costs award for
28 (a) attorneys' fees in the amount up to one-third of the Gross Settlement Amount; and (b) costs

supported by adequate documentation by Plaintiffs' Counsel. 62.31% of all attorneys' fees approved by the Court shall be paid to Diversity Law Group, P.C., 28.72% of all attorneys' fees approved by the Court shall be paid to Polaris Law Group LLP, and 8.97% of all attorneys' fees approved by the Court shall be paid to Ferraro Employment Law Inc. Except as provided in this Settlement, Defendants shall have no liability for any other attorneys' fees or costs.

4.2.1. Approval of Attorneys' Fees and Costs Award. If the Court does not approve or approves only a lesser amount than that requested by Plaintiffs' Counsel for attorneys' fees or costs, the other terms of this Settlement shall still apply. The Court's refusal to approve the attorneys' fees or costs award requested by Plaintiffs' Counsel does not give Plaintiffs or Plaintiffs' Counsel any basis to abrogate the Settlement. Any amount of an attorneys' fees and costs award requested by Plaintiffs' Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

4.2.2. Timing of Payment of Attorneys' Fees and Costs. The Settlement Administrator shall pay to Plaintiffs' Counsel any approved attorneys' fees and costs award within 21 calendar days after the Effective Date. Plaintiffs' Counsel agrees that Plaintiffs' Counsel is responsible for allocating this payment among themselves and any other counsel for Plaintiffs settling claims through this Settlement. The Settlement Administrator shall issue an Internal Revenue Service Form 1099 to Plaintiffs' Counsel for any attorneys' fees and costs award payment. Plaintiffs' Counsel shall be solely and legally responsible for paying all applicable taxes on any attorneys' fees and costs award payments and shall indemnify and hold harmless Defendants from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

4.3. Enhancement Payments. Plaintiffs' Counsel intends to request—and Defendants agree not to oppose—that the Court approve an Enhancement Payment of up to \$10,000 for each of the Plaintiffs, and such payments shall not be subject to payroll taxes or withholdings. Any Enhancement Payments is in addition to Plaintiffs' Individual Settlement Payment. The Enhancement Payments approved by the Court will be paid from the Gross Settlement Amount.

4.3.1. Enhancement Payments Not Material. The Court's approval of Enhancement Payments is not a material term of the Settlement. If the Court does not approve or

1 approves only a lesser Enhancement Payment amounts than that requested by Plaintiffs' Counsel, the
2 other terms of this Settlement shall apply. The Court's refusal to approve the Enhancement Payments
3 requested by Plaintiffs' Counsel does not give the Plaintiffs or Plaintiffs' Counsel any basis to abrogate
4 the Settlement. Any amount of an Enhancement Payment requested by Plaintiffs' Counsel but
5 unapproved by the Court shall be allocated to the Net Settlement Amount.

6 **4.3.2. Timing of Enhancement Payments.** The Settlement Administrator
7 shall pay to Plaintiffs any approved Enhancement Payments within 21 calendar days after the Effective
8 Date. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for any Enhancement
9 Payments. Plaintiffs shall be solely and legally responsible for paying all applicable taxes on any
10 Enhancement Payments and shall indemnify and hold harmless Defendants from any claim or liability
11 for taxes, penalties, or interest arising as a result of the payment.

12 **4.4. Settlement Administration Costs.** Plaintiffs' Counsel intends to request—and
13 Defendants agree not to oppose—that the Court approve Settlement Administration Costs. The
14 Settlement Administration Costs approved by the Court will be paid from the Gross Settlement Amount.
15 Any amount of Settlement Administration Costs requested by Plaintiffs' Counsel but unapproved by the
16 Court shall be allocated equally to the Net Settlement Amount. Upon completion of administration of
17 the settlement set forth in this Settlement, the Settlement Administrator shall provide written
18 certification of such completion to Plaintiffs' Counsel and Defendants' Counsel.

19 **4.4.1. Timing of Settlement Administration Costs Payment.** The
20 Settlement Administrator shall deduct any approved Settlement Administration Costs within 21 calendar
21 days after the Effective Date.

22 **4.5. LWDA Payment.** The Parties will seek approval from the Court for an LWDA
23 Payment consisting of seventy-five percent (75%) of the Net Settlement Amount as the LWDA's share
24 of the settlement of civil penalties paid under this Settlement pursuant to PAGA. The remaining twenty-
25 five percent (25%) of the Net Settlement Amount will constitute the PAGA Fund for distribution to
26 PAGA Members.

27 **4.6. Distribution to PAGA Members.** Twenty-five percent (25%) of the Net
28 Settlement Amount will be distributed to the PAGA Members in the following order: First, each PAGA

1 Member shall be issued a flat payment of \$5.00 from the Net Settlement Amount (the "Initial Five
2 Dollar Payment"). Second, after the Initial Five Dollar Payment, the remainder shall be distributed to all
3 PAGA Members based on the number of Early Format Wage Statements that contained shift premium
4 wages, overtime compensation, or double time compensation during their respective PAGA Period as a
5 proportion of the total number of Early Format Wage Statements issued to all PAGA Members that
6 contained shift premium wages, overtime compensation, or double time compensation during their
7 respective PAGA Period.

8 **4.6.1. Payroll Records.** Defendants' payroll records shall be determinative
9 for purposes of calculating the number of Early Format Wage Statements that contained shift premium
10 wages, overtime compensation, or double time compensation that each PAGA Member received during
11 the respective PAGA Period.

12 **4.7. Timing of Individual Settlement Payment.** The Settlement Administrator shall
13 issue the checks constituting the Individual Settlement Payments no later than 21 calendar days after the
14 Effective Date.

15 **4.8. Tax Treatment of Individual Settlement Payment.** Individual Settlement
16 Payments will be characterized as 100% Form 1099 income.

17 **4.9. Undeliverable or Uncashed Checks.** Any settlement checks distributing
18 Individual Settlement Payments returned to the Settlement Administrator as undeliverable shall be sent
19 within 5 calendar days via First Class U.S. Mail to the forwarding address affixed thereto. If no
20 forwarding address is provided, the Settlement Administrator shall attempt to determine the correct
21 address using a single computer skip-trace search, and it shall then perform a re-mailing within 5
22 calendar days. The amount of any Individual Settlement Payments that remain undeliverable or
23 uncashed 180 calendar days after the postmarked date of the initial mailing of the Individual Settlement
24 Payments will be sent to the California State Controller's Office to be held as "Unclaimed Property" in
25 the name of the PAGA Member. The Settlement Administrator shall notify Plaintiffs' Counsel and
26 Defendant's Counsel of any undeliverable checks.

1 **4.10. Final Funding of Gross Settlement Amount.** Defendants shall deposit the
2 Gross Settlement Amount into the Qualified Settlement Fund established by the Settlement
3 Administrator within 15 calendar days after the Effective Date.

4 **4.11. Tax Payment Considerations.** Plaintiffs' Counsel and Defendants are not giving
5 any tax advice in connection with the Settlement or any payments to be made pursuant to the Settlement.

6 **4.12. No Tax Advice or Liability.** Each PAGA Member agrees to indemnify, and to
7 hold harmless, Defendants from any liability for taxes, fees, costs, or assessments resulting from his or
8 her failure to timely pay taxes, interest, fees, or penalties owed.

9 **4.13. No ERISA Impact.** None of the payments made pursuant to the Settlement shall
10 be considered for purposes of determining eligibility for, vesting or participation in, or contributions to
11 any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income
12 Security Act of 1974 ("ERISA"). Any distribution of payments to Plaintiffs or PAGA Members shall
13 not be considered as a payment of wages or compensation under the terms of any applicable benefit plan
14 and shall not affect participation in, eligibility for, vesting in, the amount of any past or future
15 contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact
16 or modify any previously credited hours of service or compensation taken into account under any benefit
17 plan sponsored or contributed to by Defendants or any jointly-trusted benefit plan. For purposes of this
18 Settlement, "benefit plan" means each and every "employee benefit plan," as defined in 29 U.S.C.
19 Section 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock
20 purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance,
21 hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice,
22 program, or policy.

23 **5. RELEASES**

24 **5.1. Release by PAGA Members.** By operation of the entry of the Approval Order
25 and Judgment, and except as to such rights or claims as may be created by this Settlement, each PAGA
26 Member will release Defendants and Released Parties, including Defendant's past, present, and future
27 subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers,
28 officials, directors, attorneys, personal representatives, executors, and shareholders, including their

1 respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the
2 successors of such plans, and those plans' respective current or former trustees and administrators,
3 agents, employees, and fiduciaries of any claim under PAGA for the alleged failure to provide compliant
4 wage statements, which may have arisen during the PAGA Period, as defined in Section 1.19. This
5 includes claims for civil penalties under the PAGA, which are predicated on Defendants' alleged
6 violation of California Labor Code section 226, 226.3, and 2699 *et seq.*

7 **5.2. Additional Release by Plaintiffs.** By operation of the entry of the Approval
8 Order and Judgment, Plaintiffs will generally release any and all claims, known and unknown, against
9 Defendants and the Released Parties, including Defendants' past, present, and future subsidiaries,
10 parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials,
11 directors, attorneys, personal representatives, executors, and shareholders, including their respective
12 pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors
13 of such plans, and those plans' respective current or former trustees and administrators, agents,
14 employees, and fiduciaries. This general release of all claims includes any and all claims arising from
15 the employment relationship with the Released Parties, or the separation thereof, including, without
16 limitation, any claims for breach of any implied or express contract or covenant; claims for promissory
17 estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits
18 (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation,
19 invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law
20 or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion,
21 sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital
22 status, sexual preference, union activity, or veteran status; claims under Title VII of the Civil Rights Act
23 of 1964; the Civil Rights Act of 1991; the Americans With Disabilities Act; Section 1981 of the Civil
24 Rights Act of 1866; age discrimination under the Age Discrimination in Employment Act, as amended
25 by the Older Workers Benefit Protection Act; the Family and Medical Leave Act; claims for unfair
26 competition; claims based on legal restrictions on Defendants' right to terminate, not to hire or promote
27 employees, or to change an employee's compensation; and claims based on any federal, state or other
28 governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law

1 claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages,
2 interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under
3 the Fair Labor Standards Act, California Labor Code, or Industrial Welfare Commission Wage Orders,
4 or arising out of or based upon the following categories of allegations regardless of the forum in which
5 they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for unpaid
6 overtime; (ii) all claims for unpaid wages; (iii) all claims for meal break violations; (iv) all claims for
7 rest period violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure to timely
8 pay wages upon termination; (vii) all claims for the failure to timely pay wages during employment;
9 (viii) all claims for wage statement violations; and (ix) all other penalties recoverable for such claims
10 under PAGA, and the Employee Retirement Income Security Act ("ERISA").

11 **5.2.1. Release of Unknown Claims.** For the purpose of implementing a full
12 and complete release and discharge of Defendants and the Released Parties, Plaintiffs expressly
13 acknowledge that the release in this Paragraph is intended to include in its effect, without limitation, all
14 claims he did not know or suspect at the time of execution hereof, regardless of whether the knowledge
15 of such claims, or the facts upon which they might be based, would materially have affected the
16 settlement of this matter, and that the consideration given under this Settlement is also for the release of
17 those claims and contemplates the extinguishment of any such claims. In furtherance of this Settlement,
18 Plaintiffs expressly waive all rights provided by California Civil Code section 1542, or other similar
19 statutes that Plaintiffs may have against Defendants and the Released Parties. Section 1542 states:

20 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
21 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW**
22 **OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME**
23 **OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY**
24 **HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS**
25 **OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
26 **PARTY.**

27 This general release and waiver of rights under California Civil Code Section 1542 shall include
28 any and all claims based on conduct or omissions that occurred at any time prior to the date of the Final
Approval Order.

1 **5.2.2. Plaintiffs' Acknowledgements.** Plaintiffs acknowledge that they have
2 read this Settlement in its entirety, including the above language from the California Civil Code, and that
3 they fully understand both this Settlement and the California Civil Code section. By executing this
4 Settlement, Plaintiffs expressly waive any benefits and rights granted pursuant to California Civil Code
5 Section 1542 or any statute, rule, or principle of common law or equity, in any jurisdiction, that is
6 similar, comparable, or equivalent, in whole or in part, to California Civil Code Section 1542. Plaintiffs
7 acknowledge and agree that this knowing and voluntary waiver is an essential and material term of this
8 Settlement, and the Settlement would not have been entered into without such a waiver.

9 **5.2.3. No Admission of Liability.** By entering into this Settlement,
10 Defendants in no way admits any violation of law or any liability whatsoever to PAGA Members,
11 individually or collectively, and expressly deny all such liability. Neither this Settlement, nor any other
12 Settlement documents, shall be offered in any case or proceeding as evidence of any admission by
13 Defendants of any liability on any claim for damages, penalties, restitution, or any other relief.
14 Likewise, by entering into this Settlement, Defendants in no way admit to the suitability of this case for
15 class action or representative litigation, other than for purposes of Settlement. Rather, Defendants enter
16 into this Settlement to avoid further protracted litigation and to resolve and to settle all disputes with the
17 Settlement Class. The Parties understand and agree that this Settlement shall be inadmissible for any
18 purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of
19 this Settlement. The Parties agree that, to the extent permitted by law, this Settlement may be pleaded as
20 a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or
21 other proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement.

22 **6. SETTLEMENT APPROVAL PROCEDURE**

23 **6.1. Settlement Approval.** The Parties shall submit to the Court a Joint Motion for
24 Approval of Settlement. This motion shall seek an order to approve the proposed Settlement. This
25 motion shall include the bases for the Gross Settlement Amount and why the amount is reasonable in
26 light of the facts and controlling authorities pertaining to the claims alleged.

27 **6.2. Effect of Failure to Obtain Approval.** If this Settlement or a substantially
28 similar settlement mutually agreed to by the Parties is not approved, the Action shall proceed as if no

1 settlement had been attempted, unless the Parties jointly agree to seek reconsideration of the ruling or
2 Court approval of a renegotiated settlement. Defendants retain the right to contest whether any aspect of
3 the Action should be maintained as a representative action, or to contest the merits of the claims being
4 asserted in the Action.

5 **6.3. Entry of Judgment.** Upon issuance of the Approval Order, the Parties shall
6 request that the Court enter Judgment in the case.

7 **6.3.1. Effect of Failure to Obtain Judgment.** In the event the Court fails to
8 enter Judgment in accordance with this Settlement, or such final judgment is vacated or reversed, the
9 Action shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek
10 reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement.
11 Defendants retain the right to contest whether any aspect of the Action should be maintained as a class
12 or representative action, or to contest the merits of the claims being asserted by Plaintiffs, or PAGA
13 Members in the Action.

14 **6.4. Waiver of Appeal Rights.** The Parties agree to waive any and all rights they
15 may have to appeal any judgment, ruling, or order made by the Court in this Action, including, without
16 limitation, any order granting approval of this Settlement or dismissing the Action with prejudice.
17 Except, however, that Plaintiffs or Plaintiffs' Counsel may appeal any reduction in the attorney's fee
18 award below the amount that Plaintiffs' Counsel requests, and either party may appeal any order that
19 materially alters the Settlement's terms. The waiver of appeal does not include any waiver of the right to
20 oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the
21 Judgment, the time for consummation of the Settlement (including making payments under the
22 Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment
23 becomes final.

24 **7. MISCELLANEOUS**

25 **7.1. Interim Stay of Proceedings.** The Parties agree to refrain from further litigation,
26 except such proceedings necessary to implement and to obtain an Approval Order of the terms of the
27 Settlement. If the Settlement is not finally approved, the Parties agree that they will revert to their
28 positions in the lawsuit prior to the time the Settlement was reached, and no agreements set forth in this

1 Settlement or any documents generated or orders issued related to the Settlement will be admissible in
2 any future proceeding in this or any other action.

3 **7.2. Parties' Authority.** The signatories hereto represent that they are fully
4 authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms stated
5 herein.

6 **7.3. Entire Agreement.** This Settlement, which includes the Definitions, Recitals,
7 constitutes the entire agreement between the Parties with regard to the subject matter contained herein,
8 and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed
9 merged into this Settlement.

10 **7.4. Materiality of Terms.** The Parties have arrived at this Settlement as a result of
11 arm's-length negotiations. Except as otherwise stated in this Settlement, all terms and conditions of this
12 Settlement in the exact form set forth in this Settlement are material to this Settlement and have been
13 relied upon by the Parties in entering into this Settlement.

14 **7.5. Counterparts.** This Settlement may be executed in counterparts, and when each
15 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
16 original, and when taken together with other signed counterparts, shall constitute one signed Settlement,
17 which shall be binding upon and effective as to all Parties.

18 **7.6. Facsimile or Scanned Signatures.** Any party may sign and deliver this
19 Settlement by signing on the designated signature block and transmitting that signature page via
20 facsimile or as an attachment to an e-mail to counsel for the other party. Any signature made and
21 transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this Settlement
22 shall be deemed an original signature for purposes of this Settlement and shall be binding upon the party
23 who transmits the signature page.

24 **7.7. Waivers and Modifications to Be in Writing.** This Settlement may be only
25 amended or modified by a written instrument signed by counsel for the Parties and approved by the
26 Court. No rights under this Settlement may be waived except in writing.

27 **7.8. Construction.** The determination of the terms and conditions of this Settlement
28 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this

1 Settlement, and the terms and conditions of this Settlement are not intended to be, and shall not be,
2 construed against any party by virtue of draftsmanship.

3 **7.8.1. Captions.** The captions or headings of the sections and paragraphs of
4 this Settlement have been inserted for convenience of reference only and shall have no effect upon the
5 construction or interpretation of any part of this Settlement.

6 **7.8.2. Invalidity of Any Provision.** Before declaring any provision of this
7 Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
8 possible consistent with applicable precedents so as to render all provisions of this Settlement valid and
9 enforceable.

10 **7.9. Further Acts and Cooperation Between the Parties.** The Parties shall
11 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this
12 Settlement and all of its terms. Each of the Parties, upon the request of another, agrees to perform such
13 further acts and to execute and to deliver such other documents as are reasonably necessary to carry out
14 the provisions of this Settlement.

15 **7.10. No Prior Assignments or Undisclosed Liens.** Plaintiffs and Plaintiffs' Counsel
16 represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of, or
17 purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the attorneys' fees
18 and costs award to be paid pursuant to this Settlement. Plaintiffs and Plaintiffs' Counsel further
19 represent and warrant that there are not any liens or claims against any of the amounts to be paid by
20 Defendants pursuant to this Settlement. Plaintiffs and Plaintiffs' Counsel agree to defend, to indemnify,
21 and to hold Defendants harmless from any liability, losses, claims, damages, costs, or expenses,
22 including reasonable attorneys' fees, resulting from a breach of these representations or from any lien or
23 assignment.

24 **7.11. Discovery of Confidential Documents and Information.** Plaintiffs' Counsel
25 agree that they will destroy all confidential documents and information provided to them by Defendants
26 within 60 calendar days after the completion of the administration of the Settlement, which they are not
27 required to maintain under the California Rules of Professional Conduct. Plaintiffs' Counsel further
28

1 agrees that none of the documents and information provided to them by Defendants shall be used for any
2 purpose other than prosecution of this Action or the defense or prosecution of a malpractice action.

3 **7.12. No Tax Advice.** Neither Plaintiffs' Counsel nor Defendant's Counsel intend
4 anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall
5 anything in this Settlement be relied upon as such within the meaning of United States Treasury
6 Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

7 **7.13. No Media Announcements.** Plaintiffs and Plaintiffs' counsel shall not publicize
8 the terms or existence of the Settlement on their websites, in advertising/marketing materials or on social
9 media, other than filing documents with the Court. The Parties and their counsel agree that they will not
10 issue any press releases or initiate any contact with the media about the fact, amount, or terms of the
11 Settlement. If counsel for any Party receives an inquiry about the Settlement from the media, counsel
12 may respond only after motion for approval of the Settlement has been filed. Nothing in this provision
13 shall prevent Defendants from making any required disclosure.

14 **7.14. Continuing Jurisdiction.** The Court shall retain jurisdiction over the
15 implementation of this Settlement as well as any and all matters arising out of, or related to, the
16 implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of the
17 Settlement without the consent of all of the Parties. Should either party be required to enforce the terms
18 of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

19 **7.15. Governing Law.** This Settlement was made and entered into in the State of
20 California. All terms of this Settlement shall be governed by and interpreted according to the
21 substantive laws of the State of California and the procedural laws of the United States of America.

22 **SO AGREED AND STIPULATED:**

23
24 DATED: September ², 2020

DocuSigned by:
By Eric Ridgeway
Eric Ridgeway

1
2 DATED: September 1, 2020

DocuSigned by:
By: Michelle Bueno
1FDB62C9-599E-43C6-8FE2-7F521C632C00

3
4
5
6 DATED: September __, 2020

By: _____
Cindy Javier

7
8
9 DATED: September __, 2020

By: _____
Maria Sanchez

10
11
12 DATED: September __, 2020

By: _____
Monica Barajas

13
14
15 DATED: September __, 2020

By: _____
Deborah Patterson

16
17
18 DATED: September __, 2020

REEDLEY COMMUNITY HOSPITAL

19
20
21 By: _____
22 Name:
23 Its:

1
2 DATED: September __, 2020

By: _____

Michelle Bueno

3
4
5
6 DATED: September ⁴ __, 2020

DocuSigned by:

By: Cindy Javier
Cindy Javier

7
8
9 DATED: September __, 2020

By: _____

Maria Sanchez

10
11
12
13 DATED: September __, 2020

By: _____

Monica Barajas

14
15
16
17 DATED: September __, 2020

By: _____

Deborah Patterson

18
19 DATED: September __, 2020

REEDLEY COMMUNITY HOSPITAL

20
21
22 By: _____

23 Name:

24 Its:

1
2 DATED: September __, 2020

By: _____

Michelle Bueno

3
4
5
6 DATED: September __, 2020

By: _____

Cindy Javier

7
8
9 DATED: September ³ __, 2020

DocuSigned by:

By: Maria Sanchez
Maria Sanchez

10
11
12
13 DATED: September __, 2020

By: _____

Monica Barajas

14
15
16 DATED: September __, 2020

By: _____

Deborah Patterson

17
18
19 DATED: September __, 2020

REEDLEY COMMUNITY HOSPITAL

20
21
22 By: _____

23 Name:

24 Its:

1
2 DATED: September __, 2020

By: _____

Michelle Bueno

3
4
5
6 DATED: September __, 2020

By: _____

Cindy Javier

7
8
9 DATED: September __, 2020

By: _____

Maria Sanchez

10
11
12
13 DATED: September 1, 2020

By: _____


Monica Barajas

14
15
16 DATED: September __, 2020

By: _____

Deborah Patterson

17
18
19 DATED: September __, 2020

REEDLEY COMMUNITY HOSPITAL

20
21
22 By: _____

23 Name:

24 Its:

1
2 DATED: September __, 2020

By: _____
Michelle Bueno

3
4
5
6 DATED: September __, 2020

By: _____
Cindy Javier

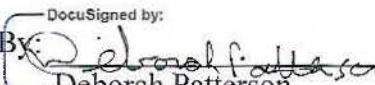
7
8
9 DATED: September __, 2020

By: _____
Maria Sanchez

10
11
12
13 DATED: September __, 2020

By: _____
Monica Barajas

14
15
16 DATED: September 1, 2020

DocuSigned by:
By: 
Deborah Patterson

17
18
19 DATED: September __, 2020

REEDLEY COMMUNITY HOSPITAL

20
21
22 By: _____

23 Name:

24 Its:

1
2 DATED: September __, 2020

By: _____
Michelle Bueno

3
4
5
6 DATED: September __, 2020

By: _____
Cindy Javier

7
8
9 DATED: September __, 2020

By: _____
Maria Sanchez

10
11
12
13 DATED: September __, 2020

By: _____
Monica Barajas

14
15
16 DATED: September __, 2020

By: _____
Deborah Patterson

17
18
19 DATED: September 14, 2020

REEDLEY COMMUNITY HOSPITAL

20
21
22 By:  _____

23 Name: Timothy Haydock

24 Its: Treasurer

1 DATED: September 14, 2020

HANFORD COMMUNITY HOSPITAL

2
3
4 By: 

5 Name: Timothy Hyndorf

6 Its: Treasurer

7 DATED: September __, 2020

LODI MEMORIAL HOSPITAL ASSOCIATION

8
9 By: _____

10 Name: _____

11 Its: _____

12 DATED: September __, 2020

SAN JOAQUIN COMMUNITY HOSPITAL

13
14
15 By: _____

16 Name: _____

17 Its: _____

18 DATED: September __, 2020

SONORA COMMUNITY HOSPITAL

19
20 By: _____

21 Name: _____

22 Its: _____

23 DATED: September __, 2020

ST. HELENA HOSPITAL

24
25
26 By: _____

27 Name: _____

28 Its: _____

1 DATED: September __, 2020

HANFORD COMMUNITY HOSPITAL

2
3
4 By: _____

5 Name:

6 Its:

7 DATED: September __, 2020

LODI MEMORIAL HOSPITAL ASSOCIATION

8
9
10 By:  _____

11 Name: Daniel Wolcott

12 Its: President

13 DATED: September __, 2020

SAN JOAQUIN COMMUNITY HOSPITAL

14
15 By: _____

16 Name:

17 Its:

18 DATED: September __, 2020

SONORA COMMUNITY HOSPITAL

19
20
21 By: _____

22 Name:

23 Its:

24 DATED: September __, 2020

ST. HELENA HOSPITAL

25
26 By: _____

27 Name:

28 Its:

1 DATED: September __, 2020

HANFORD COMMUNITY HOSPITAL

2
3
4 By: _____

5 Name:

6 Its:

7 DATED: September __, 2020

LODI MEMORIAL HOSPITAL ASSOCIATION

8
9 By: _____

10 Name:

11 Its:

12 DATED: September 10, 2020

SAN JOAQUIN COMMUNITY HOSPITAL

13
14
15 By:  _____

16 Name: *Shane H. Cox*

17 Its: *Finance Officer*

18 DATED: September __, 2020

SONORA COMMUNITY HOSPITAL

19
20 By: _____

21 Name:

22 Its:

23 DATED: September __, 2020

ST. HELENA HOSPITAL

24
25
26 By: _____

27 Name:

28 Its:

1 DATED: September __, 2020

HANFORD COMMUNITY HOSPITAL

2
3
4 By: _____

5 Name:

6 Its:

7 DATED: September __, 2020

LODI MEMORIAL HOSPITAL ASSOCIATION

8
9 By: _____

10 Name:

11 Its:

12 DATED: September __, 2020

SAN JOAQUIN COMMUNITY HOSPITAL

13
14
15 By: _____

16 Name:

17 Its:

18 DATED: September __, 2020

SONORA COMMUNITY HOSPITAL

19
20 By: Michelle Fuentes

21 Name: Michelle Fuentes

22 Its: President

23 DATED: September __, 2020

ST. HELENA HOSPITAL

24
25
26 By: _____

27 Name:

28 Its:

1 DATED: September __, 2020

HANFORD COMMUNITY HOSPITAL

2
3
4 By: _____

5 Name:

6 Its:

7 DATED: September __, 2020

LODI MEMORIAL HOSPITAL ASSOCIATION

8
9 By: _____

10 Name:

11 Its:

12 DATED: September __, 2020

SAN JOAQUIN COMMUNITY HOSPITAL

13
14
15 By: _____

16 Name:

17 Its:

18 DATED: September __, 2020

SONORA COMMUNITY HOSPITAL

19
20 By: _____

21 Name:

22 Its:

23 DATED: September 10, 2020

ST. HELENA HOSPITAL

24
25 By: Steven Herber, MD

26 Name: Steven Herber, MD

27 Its: President

1 DATED: September __, 2020

WHITE MEMORIAL MEDICAL CENTER

2
3
4 By: John Raffone

5 Name: JOHN RAFFONE

6 Its: president

7 DATED: September __, 2020

ADVENTIST HEALTH SYSTEM/WEST

8
9 By: _____

10 Name:

11 Its:

12 DATED: September __, 2020

DIVERSITY LAW GROUP, P.C.

13
14
15 By: _____

16 Larry Lee
Attorneys for Plaintiffs

17 DATED: September __, 2020

POLARIS LAW GROUP LLP

18
19
20 By: _____

21 William Marder
Attorneys for Plaintiffs

22
23 DATED: September __, 2020

FERRARO EMPLOYMENT LAW, INC.

24
25
26 By: _____

27 Nicholas J. Ferraro
Attorneys for Plaintiffs

1 DATED: September __, 2020

WHITE MEMORIAL MEDICAL CENTER

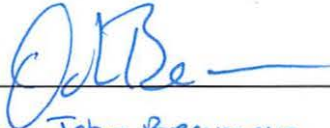
2
3
4 By: _____

5 Name:

6 Its:

7 DATED: September __, 2020

ADVENTIST HEALTH SYSTEM/WEST

8
9
10 By:  _____

11 Name: John Beaman

12 Its: Chief Business Officer

13 DATED: September __, 2020

DIVERSITY LAW GROUP, P.C.

14
15 By: _____

16 Larry Lee
Attorneys for Plaintiffs

17 DATED: September __, 2020

POLARIS LAW GROUP LLP

18
19
20 By: _____

21 William Marder
Attorneys for Plaintiffs

22
23 DATED: September __, 2020

FERRARO EMPLOYMENT LAW, INC.

24
25
26 By: _____

27 Nicholas J. Ferraro
Attorneys for Plaintiffs

1 DATED: September __, 2020

WHITE MEMORIAL MEDICAL CENTER

2
3
4 By: _____

5 Name:

6 Its:

7 DATED: September __, 2020

ADVENTIST HEALTH SYSTEM/WEST

8
9 By: _____

10 Name:

11 Its:

12 DATED: September 8, 2020

DIVERSITY LAW GROUP, P.C.

13
14
15 By:  _____

16 Larry Lee

Attorneys for Plaintiffs

17 DATED: September 2, 2020

POLARIS LAW GROUP LLP

18
19
20 By:  _____

21 William Marder

Attorneys for Plaintiffs

22
23 DATED: September 1, 2020

FERRARO EMPLOYMENT LAW, INC.

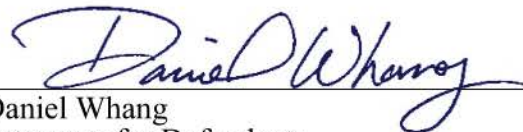
24
25
26 By:  _____

27 Nicholas J. Ferraro

Attorneys for Plaintiffs

1 DATED: September 15, 2020

SEYFARTH SHAW LLP

2
3 By: 
4 Daniel Whang
5 Attorneys for Defendants
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28