

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement” or “Settlement”) is entered into between Plaintiffs Raymond Espinosa (“Espinosa”) and Anthony Rice (“Rice”) (collectively, the “Plaintiffs”), on their behalf and as proxies on behalf of the California Labor and Workforce Development Agency (the “LWDA”) and as representatives of the “Aggrieved Employees” described herein, on the one hand, and Defendant Alliance HealthCare Services, Inc. (“Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.”

DEFINITIONS

A. Definition of “Aggrieved Employees” and “Settlement Period”

1. “Aggrieved Employees” shall mean all persons who were employed in an hourly-paid, patient-facing role by Defendant (including, but not limited to, all such Patient Coordinators and Technologists) at any time from March 17, 2019 through June 7, 2022 or the date of approval of the settlement by the Court, whichever occurs later.

2. “Settlement Period” means the inclusive time period from March 17, 2019 through June 7, 2022 or the date of approval of the settlement by the Court, whichever occurs later.

B. Additional Definitions

When used in this Agreement, along with the specified terms set forth above and elsewhere in this Agreement, the following terms have the meanings specified below:

3. “Net Settlement Amount” means \$435,000, less Court-approved attorneys’ fees and litigation costs, and final costs of settlement administration, 75% of which will be distributed to the LWDA and 25% of which will be distributed to the Aggrieved Employees pursuant to the methodology described below.

4. “Court” means the Superior Court of the State of California for the County of San Diego.

5. “Effective Date” means 65 days after service of notice of entry of the Court’s Order approving this Settlement and judgment thereon, or if an appeal is taken from any aspect of the

Court's Order regarding approval of this Agreement and/or the judgment entered thereon, then 21 days after the later of either (i) the appeal being withdrawn or (ii) the exhaustion of all available appellate review and an appellate decision affirming the Order granting approval of the Settlement or judgment thereon becoming final and not subject to further appellate review.

6. "General Release Payments" means the \$5,000 payment to Espinosa and \$10,000 payment to Rice, to be paid directly by Defendant to Plaintiffs within five (5) business days after the Effective Date, in exchange for Plaintiffs' general releases of all known and unknown claims against Defendant, as set forth herein. The General Release Payments are in addition to Plaintiffs' respective share of the Net Settlement Amount as an Aggrieved Employee under the terms of this Agreement.

7. "Gross Settlement Fund" means Four Hundred and Thirty-Five Thousand Dollars (\$435,000), which is the total maximum sum that Defendant has agreed to pay to settle the Lawsuits in accordance with the terms of this Agreement. Aside from the General Release Payments, in no event will Defendant be required to pay more than this amount under the terms of this Agreement including but not limited to governmental and other penalties payments (including to the LWDA as set forth below), if any, settlement administration fees and costs, and attorneys' fees and costs. None of the Gross Settlement Fund will be payable by Defendant prior to approval by the Court of the settlement and the occurrence of all conditions precedent as set forth in this Settlement Agreement as approved by the Court.

8. "Labor Code" shall mean the California Labor Code.

9. "Lawsuits" shall mean the civil actions styled as *Espinosa v. Alliance Healthcare Services, Inc., et al.*, filed on February 28, 2020 in San Diego Superior Court, Case No. 37-2020-00011228-CU-OE-CTL and *Rice v. Alliance Healthcare Services, Inc., et al.*, filed on December 21, 2020 in Sacramento Superior Court, Case No. 34-2020-00291025-CU-OE-GDS.

10. "PAGA" shall mean the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. "Plaintiffs" or "Named Plaintiffs" shall refer to Plaintiffs Raymond Espinosa and

Anthony Rice.

12. “Plaintiffs’ Counsel” means Raul Perez, Esq., Mark Ozzello, Esq., and Brandon Brouillette, Esq. of Capstone Law APC (Counsel for Espinosa) and James Hawkins, Esq. and Isandra Fernandez, Esq. of James Hawkins APLC (Counsel for Rice). As set forth below, Plaintiffs’ Counsel may apply to the Court for an award to be paid from the Gross Settlement Fund of attorneys’ fees and costs and expenses incurred in connection with the prosecution of this matter, and all of the work remaining to be performed by Plaintiffs’ Counsel in documenting the Settlement, securing Court approval of the Settlement (including all related appellate work, if any), carrying out their duties to see that the Settlement is fairly administered and implemented, and obtaining dismissal of the action.

13. The “Released Claims” means any claim for civil penalties under the PAGA for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys’ fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon the facts in the PAGA claims filed in the Lawsuits (including the consolidated amended complaint to be filed as a Second Amended Complaint in the Espinosa Action as a condition of this settlement), and/or the facts and primary rights at issue in any notice provided pursuant to PAGA by Espinosa or Rice to the LWDA and Defendant (including, without limitation, in Espinosa’s March 17, 2020 PAGA notice letter and Rice’s December 21, 2020 PAGA notice letter, respectively), arising out of, based on or related to any violation of Labor Code §§ 201, 202, 203, 204, 222.5, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5 that occurred, arose or accrued at any time during the Settlement Period.

14. “Released Parties” means Defendant Alliance HealthCare Services, Inc. and each of its affiliates, parent companies (including Akumin Inc. and Akumin Corp.), subsidiaries (including co-defendant Alliance Oncology, LLC), and including but not limited, shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal

representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, and any employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

15. “Settlement Administrator” means CPT Group, Inc., which is a qualified third-party settlement administrator retained by the Plaintiffs’ Counsel to issue checks, handle all tax reporting, issue appropriate tax forms to Plaintiffs, Plaintiffs’ Counsel, and all Aggrieved Employees, and such other related tasks as the Parties may request. The Settlement Administrator’s duties of administration shall include, without limitation, receiving and updating through normal and customary procedures the list of Aggrieved Employees to be produced by Defendant, so that it is updated prior to the Notice being mailed, printing and mailing the Court approved Notice of Settlement, performing necessary additional skip traces on Notices and/or checks returned as undeliverable, calculating Aggrieved Employees’ shares of the Settlement Amount, preparing and mailing of settlement checks, responding to Aggrieved Employees’ inquiries as appropriate, preparing any appropriate tax forms in connection with the settlement payments and remitting those forms and any required payments to the appropriate governmental agencies, and generally performing all normal and customary duties associated with the administration of such settlements. All administration fees for the Settlement Administrator’s services will be paid out of the Gross Settlement Fund.

BACKGROUND AND FACTUAL RECITALS

16. On February 28, 2020, Espinosa commenced a class action lawsuit in the San Diego Superior Court, styled as *Espinosa v. Alliance Healthcare Services, Inc., et al.*, Case No. 37-2020-00011228-CU-OE-CTL, against Defendant and Alliance Oncology, LLC, a subsidiary of Defendant, (hereinafter “AO”) on behalf of himself, and all persons who worked for Defendant

and AO as non-exempt, hourly-paid employees in California within four years prior to the filing of the complaint (the “Espinosa Action”). The Espinosa Action alleged claims for: (1) unpaid overtime, (2) unpaid minimum wages, (3) meal period violations, (4) rest break violations, (5) wage statement penalties, (6) wages not timely paid during employment and/or at termination, (7) failure to provide one day of rest in seven, (8) failure to provide reporting time pay, (9) failure to reimburse business expenses, and (10) violation of the UCL.

17. On March 17, 2020, Espinosa sent a letter via online submission to the LWDA and Defendant, respectively, providing notice of alleged violations of the Labor Code, including for alleged unpaid minimum wages, meal and rest break violations, final pay and pay timing violations, wage statement violations, unpaid reporting time pay and unreimbursed business expenses, allegedly in violation of Labor Code §§ 201, 202, 203, 204, 222.5, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5. The LWDA elected not to investigate the alleged violations. Accordingly, by operation of law (Labor Code § 2699(a) and § 2699.3(a)), Espinosa was “deputized” to proceed with a civil lawsuit for civil penalties on behalf of himself, the LWDA, and other allegedly “aggrieved employees.”

18. On May 26, 2020, after satisfying his PAGA administrative requirements with the LWDA, Espinosa filed a First Amended Compliant (“FAC”) adding a claim for PAGA penalties.

19. On May 26, 2020, based on Espinosa’s arbitration agreement in a prior class action settlement involving Defendant, Defendant and AO filed a Demand for Arbitration with JAMS against Espinosa to seek resolution of disputes as to whether Espinosa suffered any violations of the Labor Code, any applicable Wage Order of the California Industrial Welfare Commission, and/or the California Bus. & Prof. Code.

20. Defendant and AO also simultaneously filed a Motion to Compel Individual Arbitration of Espinosa’s claims and to stay proceedings pending ruling on the motion and completion of the arbitration, which was granted on October 23, 2020, with the Court dismissing Espinosa’s putative class action claims, staying the litigation of PAGA claims, and ordering that Espinosa’s individual claims be arbitrated pursuant to his arbitration agreement. Espinosa’s

pursuit of reconsideration at the trial court, and then a petition for review to the California Court of Appeal, were both rejected. Espinosa then petitioned the Supreme Court of California for review or, in the alternative, for a grant and transfer order, which was denied on March 30, 2021.

21. On August 18, 2021, Espinosa filed a cross-claim against Defendant and AO in the JAMS matter initiated by Defendant and AO, asserting the same claims alleged in the Espinosa FAC. In late September, 2021, Espinosa, enter into an individual settlement agreement that would resolve the JAMS arbitration proceedings and his individual statutory claims asserted in the Espinosa FAC. The parties acknowledged and agreed that Espinosa's cause of action for PAGA civil penalties was not being resolved and he would remain free to pursue it.

22. On December 21, 2020, Rice commenced a class action lawsuit in Sacramento Superior Court, styled as *Rice v. Alliance Healthcare Services, Inc., et al.*, Case No. 34-2020-00291025-CU-OE-GDS, against Defendant on behalf of himself and all non-exempt employees of Alliance "who occupied positions of medical technicians and similar position[s]" (the "Rice Action"). The Rice Action alleged claims for: (1) failure to provide lawful wages owed, (2) meal period violations, (3) rest break violations, (4) waiting time penalties, (5) wage statement penalties, and (6) violation of Bus. & Prof. Code Section 17200 et seq. (the "Unfair Competition Law" or "UCL").

23. On the same day he filed his Complaint, Rice sent a letter via online submission and certified mail to the LWDA and Defendant, respectively, providing notice of alleged violations of the Labor Code, including for alleged unpaid minimum wages, meal and rest break violations, final pay and pay timing violations and wage statement violations, and unreimbursed business expenses allegedly in violation of Labor Code §§ 201, 202, 203, 226, 226.7, 512, 1194, and 1197. The LWDA elected not to investigate the alleged violations. Accordingly, by operation of law (Labor Code § 2699(a) and § 2699.3(a)), Rice was "deputized" to proceed with a civil lawsuit for civil penalties on behalf of himself, the LWDA, and other allegedly "aggrieved employees."

24. On April 26, 2021, after satisfying his PAGA administrative requirements with the LWDA, Rice filed a First Amended Complaint ("Rice FAC") adding claims for failure to pay

wages during and/or at termination, failure to indemnify employees for business expenditures and a claim for PAGA penalties.

25. On June 15, 2021, Defendant filed a Motion to Compel Individual Arbitration of Rice's FAC. In response, on August 11, 2021, Rice filed an Opposition to Defendant's motion as well as a Request for Dismissal of Plaintiff's Individual and Class Action Claims without prejudice in light of the arbitration agreement he executed while employed by Defendant, which contains a class and representative PAGA action waiver. Rice's Request for Dismissal thereby transformed the Rice FAC into a "PAGA only" action. The Court denied Defendant's Motion to Compel Rice's "PAGA only" action to arbitration and dismissed Rice's individual and class claims without prejudice. Defendant appealed the Court's denial of its motion to compel Rice's PAGA action to arbitration, and the Rice's state court action is stayed pending Appeal.

26. After the Court denied Defendant's Motion to Compel Rice's "PAGA only" action to arbitration, the Parties and counsel in the Espinosa Action and Rice Action agreed to participate in private mediation.

27. The Parties have engaged in significant litigation and both informal and formal discovery, including numerous motions, and appellate proceedings. In connection with mediation, Defendant provided Plaintiffs' Counsel with adequate data to perform an exposure analysis.

28. On March 8, 2022, the Parties participated in a full-day mediation with private mediator Louis Marlin. After the exchange of data and materials and extended negotiations, the Parties reached a global PAGA settlement of the Lawsuits (Espinosa Action and Rice Action), subject to the negotiation, preparation and execution of this Agreement and the Court's approval thereof. As part of this Settlement, the Parties have agreed to file this Agreement and move for settlement approval in the Espinosa Action, which approval shall concurrently provide for leave to file a Second Amended Complaint in the Espinosa Action, in a form to be approved by Defendant, asserting, *inter alia*, all of the underlying claims, causes of action, and factual theories pled in the Espinosa Action and the Rice Action, and/or in any notices provided pursuant to PAGA by Espinosa and/or Rice to the LWDA and Defendant (including, without limitation, in Espinosa's

March 17, 2020 PAGA notice letter and Rice's December 21, 2020 PAGA notice letter, which shall be attached as exhibits with their "facts and theories" to be expressly incorporated by reference in the Second Amended Complaint), which are being settled pursuant to this Agreement, and adding Rice as a PAGA representative and Rice's Counsel as Plaintiffs' Counsel in the Espinosa Action. Concurrently, the Parties agreed to stay the Rice Action in furtherance of the settlement process, and to advise the Rice Action Court that Rice will be joining in the Espinosa Action for purposes of settlement, and will be dismissing his claims upon the Effective Date of the Settlement. The Parties agreed that in the event the Court does not grant approval of the Settlement, then the Second Amended Complaint will be deemed withdrawn ab initio. For purposes of the Settlement only, Defendant will waive any defenses to the timeliness of any PAGA letters sent to the LWDA and any PAGA claims alleged in the Second Amended Complaint, and treat all such PAGA claims as running from the earliest possible PAGA limitations period applicable to either of the Lawsuits.

29. Defendant at all times has denied liability or wrongdoing with respect to Plaintiffs' claims and maintains this position. Nonetheless, Defendant has concluded that further litigation will be protracted and expensive, and would also divert management and employee time. Defendant has taken into account the uncertainty and risks inherent in litigation and has, therefore, concluded that it is desirable that the claims in the Lawsuits be settled in the manner and upon the terms and conditions set forth in this Agreement.

30. The Parties expressly acknowledge that nothing in this Agreement, nor the fact of the Agreement itself, shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing of any kind by Defendant, nor shall it constitute an admission on behalf of Defendant of any fact or allegations against it. Defendant at all times has denied Plaintiffs' claims and maintains this position.

31. Plaintiffs and Plaintiffs' Counsel believe that the claims asserted in the Lawsuits have merit. Plaintiffs and Plaintiffs' Counsel, however, recognize and acknowledge the significant expense and length of continued proceedings necessary to prosecute the litigation of the Released

Claims against Defendant through trial and through appeals. Plaintiffs and Plaintiffs' Counsel are also mindful of the possible defenses to the Released Claims. After careful consideration and mediation, Plaintiffs and Plaintiffs' Counsel have concluded that it is desirable that the Lawsuits be settled in the manner and upon the terms and conditions set forth in this Agreement.

32. Defendant contends that there is inherent risk in proceeding with these Lawsuits based on the current uncertainty of California jurisprudence with respect to the PAGA and the underlying claims, including in light of the United States Supreme Court's recent grant of *certiorari* in *Viking River Cruises, Inc. v. Moriana*, U.S. Supreme Court Case No. 20-1573, which will answer the question of whether the Federal Arbitration Act "requires enforcement of a bilateral arbitration agreement providing that an employee cannot raise representative claims, including under PAGA." Defendant asserts that a majority of aggrieved employees have entered into arbitration agreements with Defendant.

33. In light of the foregoing, the Parties agree that the Settlement set forth herein adequately balances the risk of proceeding with the claims against any potential recovery for the Plaintiffs, LWDA, and the Aggrieved Employees and, therefore, the Agreement represents a fair and just compromise of the Released Claims.

34. It is the desire of the Parties that Plaintiffs shall release fully and completely for the Settlement Period, with respect to Plaintiffs, the LWDA, and all Aggrieved Employees, all of the Released Claims.

35. The Parties and their respective counsel of record deem the Agreement to be fair and reasonable and have arrived at the Agreement in arms-length negotiations taking into account all relevant factors, present or potential.

COURT APPROVAL OF THE AGREEMENT

36. The Parties and their respective counsel shall, in good faith, take all necessary steps to implement this Agreement, any steps that may be requested by the Court relating to the approval of this Agreement as quickly as possible, and shall otherwise use their respective best efforts to obtain Court approval of this Agreement and implement this Agreement. The procedure for

obtaining Court approval of this Agreement and implementing this Agreement shall be as set forth below.

37. As soon as practicable after this Agreement has been signed by all parties and their counsel, Plaintiffs shall submit a motion to the Court for approval of this Agreement pursuant to Labor Code § 2699(l). Plaintiffs will request entry of an order that accomplishes the following:

- a. Approves the Agreement;
- b. Provides that Plaintiffs have leave to file an amended complaint as described herein which shall be deemed to have been generally denied by Defendant, there has not been any tolling of the applicable statute of limitation periods as to any claims that are not Released Claims, and the Court shall retain continuing jurisdiction over the Parties, the LWDA, and the Aggrieved Employees to enforce the Agreement; and
- c. Enters judgment in accordance with the terms of this Agreement, including without limitation the permanent injunction provisions.

38. Neither Defendant, nor its counsel, shall oppose Plaintiffs' Motion as set forth in Paragraph 37, including Plaintiffs' Counsel's Request for Attorneys' Fees and Costs, if made in accordance with this Agreement.

39. Plaintiffs' Counsel shall be responsible for ensuring that all required submittals and notifications to the LWDA under PAGA regarding this Settlement are made by Plaintiffs, and that at least the following documents are filed with the Court in anticipation of the approval hearing:

- a. A duly-noticed motion, accompanying memorandum of points and authorities prepared by Plaintiffs' Counsel (and approved by Defendant's counsel), Plaintiffs' proposed amended complaint, and such other pleadings, evidence, or other documents as may be necessary for the Court to approve the Agreement.
- b. A [Proposed] Order and Judgment for the Court's signature (i) to approve this Agreement, (ii) to provide that Plaintiffs have leave to file the amended complaint as described herein and as attached to Plaintiff's motion, the allegations of which shall be deemed to have been generally denied by Defendant, there has not been

any tolling of the applicable statute of limitation periods as to any claims that are not Released Claims, and the Court shall retain continuing jurisdiction over the Parties, the LWDA, and the Aggrieved Employees to enforce the Agreement; (iii) to enter judgment consistent with this Agreement, including without limitation the permanent injunction provisions.

40. Plaintiffs' Counsel will prepare Plaintiffs' motion for approval of the settlement, and not later than five court days prior to the submission thereof to the Court, they will submit near-final drafts thereof (including the proposed amended complaint, all supporting papers and proposed order and judgment) to counsel for Defendant for their review and comment.

SETTLEMENT CALCULATIONS AND PAYMENTS

41. All amounts paid as part of this Settlement, aside from Plaintiffs' General Release Payments described herein, shall be paid out of the Gross Settlement Fund. These amounts shall be, subject to adjustment as set forth in this Agreement, as follows:

- a. Up to \$145,000 (one-third of the Gross Settlement Fund) for attorneys' fees to be paid to Plaintiffs' Counsel (or such other amount as the Court approves);
- b. Up to \$25,000 as reimbursement for litigation costs incurred to be paid to Plaintiffs' Counsel (or such other amount as the Court approves);
- c. Up to \$10,000.00 for costs of settlement administration to be paid to the Settlement Administrator (or such other amount as the Court approves);
- d. The Net Settlement Amount (\$435,000 less approved attorneys' fees, litigation costs, and final administration costs) of which 75% shall be paid to the LWDA and 25% shall be paid to the Aggrieved Employees.
- e. The Parties agree that the Settlement shall not be contingent upon the Court awarding Plaintiffs' Counsel any particular amount for attorneys' fees or costs.

42. Separate and apart from the Gross Settlement Fund, Defendant shall directly pay Plaintiffs' General Release Payments within five (5) business days after the Effective Date, without withholdings, as follows:

- a. \$5,000.00 be paid to Espinosa;
- b. \$10,000.00 to be paid to Rice.

43. Defendant shall have no obligation to make any payment whatsoever beyond what is set forth in Paragraphs 6 and 7 (i.e., the General Release Payments and Gross Settlement Fund). Defendant shall pay the Gross Settlement Fund Amount into a Qualified Settlement Fund (“QSF”) established by the Settlement Administrator within 10 business days after occurrence of all of the following: (1) the Effective Date, (2) Plaintiffs’ filing of the amended complaint, and (3) establishment of the QSF and Defendant being provided wiring instructions for the same.

44. Separate from the Gross Settlement Fund, Defendant shall directly pay Espinosa and Rice, five-thousand dollars (\$5,000) and ten thousand dollars (\$10,000), respectively, without withholdings, within five (5) business days after the Effective Date.

45. In the event that a lesser sum is awarded for the attorneys’ fees and costs referenced above in Paragraph 41(a)-(c), the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiffs’ Counsel and/or Plaintiffs to terminate the Settlement, but such an order shall be appealable by them. In the event that such an appeal is filed, administration of the Settlement shall be stayed pending resolution of the appeal. Thereafter, if after the exhaustion of such appellate review, any additional amounts remain which are distributable to the Aggrieved Employees, the cost of administration of such additional payments will be paid out of such additional amounts, and will not be chargeable to or payable by Defendant. Any amount not awarded in fees and/or costs, but which is not challenged via appeal by Plaintiffs and/or Plaintiffs’ Counsel, shall be added to the Net Settlement Amount and distributed to the LWDA and the Aggrieved Employees in accordance with the terms of this Agreement.

46. Each of the Aggrieved Employees shall be allocated a portion of the 25% share of Net Settlement Amount to be paid to the Aggrieved Employees on a pro-rata basis (the “Aggrieved Employees PAGA Payment”). Each Aggrieved Employee’s Individual PAGA Payment shall be calculated, by multiplying the Aggrieved Employees PAGA Payment by a fraction, the numerator of which is the total number of pay periods in which an Aggrieved Employee received wages for

hours worked during the Settlement Period, and the denominator of which is the total aggregate number of pay periods in which all Aggrieved Employees received wages for hours worked during the Settlement Period. For purposes of mediation and reaching resolution, the Aggrieved Employees were estimated to have received wages for hours worked in a total of 12,073 pay periods through the date of the Parties' mediation.

47. The Parties are mindful that the total consideration payable hereunder is comprised of a number of separate and distinct claims by Plaintiffs, the Aggrieved Employees, and the LWDA. Accordingly, having considered the matter in detail, having performed their own separate and independent computations and estimation of the amounts potentially awardable to Plaintiffs, the Aggrieved Employees, and the LWDA at trial, and having done the foregoing with complete and satisfactory access to, and advice from, accounting and legal advisors, the Parties mutually consent and agree that the Gross Settlement Fund be apportioned among the various claims in this action as set forth above, as it is a reasonable and arm's length determination of the character of the distribution for all purposes.

48. Within 15 business days after the Effective Date, Defendant will provide to the Settlement Administrator an Excel spreadsheet including the following information for each Aggrieved Employee. Defendant shall provide for each Aggrieved Employee, his/her: (1) name; (2) last known address, (3) phone number, (4) hire date of record with Defendant, (5) termination date of record with Defendant, (6) Social Security Number, and (7) the number of pay periods in which the employee received wages for hours worked from Defendant during the Settlement Period. This data shall be collectively referred to as the "Database." The Database will be designated as Highly Confidential, Attorneys' Eyes Only, pursuant to a Court-approved Stipulated Protective Order, and provided by Defendant after the Settlement Administrator signs and returns to Defendant's Counsel the Acknowledgment and Agreement to be Bound attached as Exhibit A to such Protective Order. The Database shall not be provided to Plaintiffs or Plaintiffs' counsel, and shall be used only by the Settlement Administrator, and only for purposes of administering the Settlement as provided for in this Agreement, and the Settlement Administrator shall not disclose

the contents thereof except as expressly permitted under this Agreement. By taking on the administration of the Settlement, the Settlement Administrator agrees that it and its employees, agents and representatives are bound by such protective order.

49. Within 14 calendar days following its receipt of the Database, the Settlement Administrator shall disburse the Gross Settlement Fund by (a) sending to the Aggrieved Employees, by U.S. Mail, a check representing their pro-rata share of the 25% of the Net Settlement Amount, based on the formula set forth above in Paragraph 46, along with a copy of the Notice of Settlement Payment (a copy of which is attached hereto as **Exhibit A**); (b) issuing payment to Plaintiffs' Counsel for Plaintiffs' attorneys' fees as approved by the Court up to \$145,000 and up to \$25,000 for Plaintiffs' litigation costs as approved by the Court; (c) issuing payment to the LWDA for 75% of the Net Settlement Amount; and (d) issuing payment to the Settlement Administrator for its costs as approved by the Court.

50. In the event that any checks mailed to Aggrieved Employees remain uncashed after the expiration of 180 days, or an envelope mailed to an Aggrieved Employee is returned and no forwarding address can be located for the Aggrieved Employee after reasonable efforts have been made, then any such funds shall be transmitted by the Settlement Administrator pursuant to governing California law to the LWDA for remittance to the State of California.

51. All costs for administration of the settlement, whether foreseen or unforeseen, including, but not limited to, issuing and mailing settlement checks, printing and mailing of a notice to Aggrieved Employees, responding to inquiries from Aggrieved Employees, reasonable efforts to locate Aggrieved Employees, and preparing any required tax returns and tax reports, will be paid from the Gross Settlement Fund. The Settlement Administrator shall submit one invoice to Plaintiffs' Counsel and Defendant's counsel and, if within the amount approved by the Court, such invoice shall be deemed approved and paid out of the Gross Settlement Fund.

52. Defendant shall cooperate with and assist the approved Settlement Administrator as may be reasonably necessary in conjunction with the Settlement Administrator's calculations, issuance, distribution, and reporting of settlement award checks and related taxes. The Settlement

Administrator and Defendant will cooperate and coordinate with each other with respect to the calculation, reporting and payment of the settlement, in accordance with all applicable laws and requirements of government taxing authorities.

53. Any unused portion of the amount allocated in Paragraph 41.c to settlement administration costs shall be reallocated to the Net Settlement Amount.

ALLOCATION AND TAX TREATMENT

54. The portion of the Net Settlement Amount distributed to each of the Aggrieved Employees will be considered penalties and interest and will be reported by the Settlement Administrator as such to each of the Aggrieved Employees on an IRS Form 1099 or as otherwise required by applicable law.

55. The Parties represent that they have not received, and shall not rely on, advice or representations from the other party or their agents regarding the tax treatment of payments pursuant to this Settlement Agreement under federal, state, or local law. The Settlement Administrator must coordinate the calculation and remittance of all payroll taxes, if any, with Defendant to ensure compliance with the requirements of all taxing authorities related to payments made by qualified settlement funds.

56. No amount of any of the Aggrieved Employees' payments made under this Settlement Agreement will constitute wages with regard to any employment-related benefit or incentive compensation plan or program previously, now or hereafter offered by or on behalf of Defendant to any of the Aggrieved Employees.

57. Plaintiffs' Counsel will provide a completed IRS Form W-9 and a completed California Form 590 (using the most recent versions of the Form W-9 and the Form 590) and will be issued an IRS Form 1099 by the Settlement Administrator for their attorneys' fees and costs. Plaintiffs will each provide an IRS Form W-9 to the Settlement Administrator if necessary.

58. Plaintiffs' respective General Release Payments will be treated as a non-wage payment and reported as such by Defendant to the appropriate government taxing authorities, with Plaintiffs being solely responsible for paying any and all taxes due on the General Release

Payments. Plaintiffs will provide completed IRS Form W-9s to Defendant (using the most recent version of the Form W-9) and will be issued IRS Form 1099s by Defendant in connection with their respective General Release Payments.

RELEASE OF CLAIMS

59. Effective upon payment of the Gross Settlement Fund Amount into the QSF established by the Settlement Administrator in accordance with its wire transfer instructions provided to Defendant, Plaintiffs, the LWDA, and all Aggrieved Employees shall, for the entire Settlement Period, be deemed to have fully released and discharged the Released Parties from any and all Released Claims. Beyond the Gross Settlement Fund, aside from the General Release Payments, and as set forth in this Settlement Agreement, Defendant shall not owe any further monies to Plaintiffs, the LWDA, or the Aggrieved Employees based upon the Released Claims. The release and discharge of the Released Claims is not contingent upon any Aggrieved Employees receiving or negotiating their settlement checks.

60. Effective upon Defendant's payment of the General Release Payments to Plaintiffs, Plaintiffs shall be deemed to have fully released and discharged the Released Parties from any and all Released Claims. Beyond the Gross Settlement Fund, and aside from the General Release Payments, and as set forth in this Settlement Agreement, Defendant shall not owe any further monies to Plaintiffs based upon the Released Claims.

61. In addition to the releases set forth in Paragraphs 59 and 60, Plaintiffs, for themselves only, release the Released Parties of and from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action of every kind or nature, contingent or accrued, which do or may exist as of the date of the execution of this Settlement Agreement and through and including the date of the Court's order approving this Agreement (the "Plaintiffs' Released Claims"). In connection therewith, Plaintiffs waive the provisions of California Civil Code Section 1542 which states:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**

**SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF
EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

62. As part of the Court's approval of this Settlement, Plaintiffs, Aggrieved Employees and the LWDA shall be enjoined from filing, initiating or continuing to prosecute any actions, claims, complaints, or proceedings in court, arbitration, with the California Division of Labor Standards Enforcement ("DLSE"), with the LWDA, or with any other entity, with respect to the Released Claims. This settlement is conditioned upon the release by Aggrieved Employees, Plaintiffs and the LWDA as described in Paragraphs 59, 60 and 61, above, and upon the preceding injunction, and neither Aggrieved Employees, Plaintiffs, nor the LWDA will contest or interfere with efforts by Defendant or by any other Released Parties to oppose any attempt to bring such released claims against any of them. Additionally, it is agreed herein that neither injunctive, declaratory or other equitable relief will be ordered by the Court against Defendant in approval of this Settlement, which will otherwise be grounds for Defendant rescinding and terminating this Settlement Agreement.

63. It is agreed that this Settlement does not constitute or effectuate any waiver or limitation of the applicability of any arbitration agreement, or any argument against the enforcement of any arbitration agreement, entered into between Defendant and its current and former employees, including Plaintiffs and the Aggrieved Employees and Defendant.

64. If this settlement is approved, within three (3) business days of the Effective Date of the Settlement, Rice will dismiss the Rice Action, without prejudice, and Defendant will dismiss the Appeal in the Rice Action, with both Rice and Defendant agreeing to bear their own fees and costs in both the Rice Action and the Rice Appeal.

VOIDING THE AGREEMENT

65. In the event: (i) the Court does not enter an order approving this Agreement as provided herein; (ii) the Court does not enter judgment as provided herein; (iii) the Effective Date

does not occur; or (iv) the settlement set forth in this Agreement does not become final for any other reason, this Agreement shall be null and void *ab initio* and any order, dismissal, judgment or pleading filed with or entered by the Court in furtherance of the Settlement set forth herein (including without limitation the amended complaint) shall be treated as withdrawn or vacated by stipulation of the Parties. In such case, the Parties shall be returned to their respective statuses as of the date immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from any aspect of the Court's order regarding approval of this Agreement prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

MUTUAL FULL COOPERATION

66. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendant and their counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

MISCELLANEOUS PROVISIONS

67. Confidentiality: As set forth in this paragraph, Plaintiffs and Plaintiffs' Counsel will maintain this settlement as confidential and not publicly disclose the same. Except as otherwise agreed in writing between the Parties, both before and following the execution of this Settlement Agreement by the Parties and their counsel, there will be no direct or indirect comment or publication by Plaintiffs and Plaintiffs' Counsel of the settlement in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content,

social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media or public at large. This shall not apply to or limit the public filing of motions or other case materials by Plaintiffs' Counsel in the Lawsuits related to seeking and obtaining Court approval of the proposed settlement and the related awards of attorneys' fees and costs and the other relief set forth in this Settlement Agreement, or to communications between Plaintiffs' Counsel and Plaintiffs or Aggrieved Employees in the Lawsuits, except that prior to the filing of the motion for approval of the Settlement in the Espinosa Action, Plaintiffs' Counsel shall not discuss the settlement with Aggrieved Employees other than the named Plaintiffs. The Parties understand and agree that there may be media coverage of the settlement of the Lawsuits not initiated by Plaintiffs or Plaintiffs' Counsel, directly or indirectly. If contacted, Plaintiffs' Counsel may otherwise state only that the Lawsuits have been settled on terms mutually agreeable to the parties. It is also agreed and understood that the Parties may disclose the settlement to their legal, tax, or accounting advisors, insurance companies, or as required by law, regulatory rules or regulatory requirements. The Parties agree that the Settlement Administrator will use U.S. Mail to provide notice and information about the settlement to the Aggrieved Employees. No information about the Action or the settlement may be posted on any of Plaintiffs' counsel's websites except as expressly set forth herein or in the final stipulation of settlement without Defendant's prior written consent.

68. Each Party to Bear Own Costs. Except as specifically provided herein, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of or related to these Lawsuits, and will not seek reimbursement thereof from any Party to this Agreement. However, if an action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to his/its reasonable attorneys' fees and costs.

69. Severability. If any of the above provisions are found null, void, or inoperative, for any reason, the remaining provisions will remain in full force and effect. Notwithstanding, the

invalidation in whole or in part of any material term of this Agreement, including but not limited to all the terms and provisions specified in the releases of claims, will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will remain in force and effect.

70. Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute any part of this Agreement.

71. No Admission of Liability by the Defendant. Defendant, on behalf of itself and each and all of its respective, parents (including Akumin Inc. and Akumin Corp.), subsidiaries (including co-defendant Alliance Oncology, LLC) and affiliates, and their respective employees and agents, denies any liability or wrongdoing of any kind associated with the claims being released herein. Defendant contends, among other things, that it has complied at all times with all applicable laws regarding the payment of wages, meal and rest breaks, wage statement requirements, pay timing and final pay requirements, overtime pay, one day rest in seven, reporting time pay and reimbursement of business expenses, and asserts that the Aggrieved Employees were properly treated at all times in compliance with applicable laws. Neither this Settlement Agreement nor any exhibit thereto, nor any other document pertaining to the settlement contemplated herein, may be offered in any other case or proceeding as evidence of any admission by Defendant of any liability on any claims for damages or other relief. Any stipulation or admission by Defendant contained herein is made for settlement purposes only.

72. Agreement Jointly Prepared. The Parties and their attorneys have reviewed this Agreement. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

73. Non-Evidentiary Use. Neither the fact of this Agreement, the existence of this

Agreement, the terms of this Agreement, nor any order or action pursuant thereto may be referred to, relied upon, cited, or used as evidence by any of the Parties, Aggrieved Employees, or their respective counsel in the Lawsuits or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

74. Amendment or Modification. Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

75. Authorization to Enter Into Agreement. Each individual signing this Agreement warrants that he or she has the authority and is expressly authorized to enter into this Agreement on behalf of the party for which that individual signs.

76. Advice of Counsel. The Parties to this Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

77. Assignment. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiffs' Counsel, or Defendant's Counsel without the express written consent of each Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, the LWDA, and the Aggrieved Employees, and shall not be construed to confer any right or to avail any remedy to any other person.

78. Governing Law. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

79. Entire Agreement. This Agreement and any supplemental written agreement

subsequently incorporated constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein. With the exception of any arbitration agreements entered into between Defendant and any of the Aggrieved Employees, and the Parties' Memorandum of Understanding, which remain in force and are not superseded hereby, this Agreement, once it is fully executed, supersedes any and all prior agreements between the Parties.

80. Counterparts. This Agreement, and any amendments hereto, may be executed in any number of counterparts (and by facsimile, DocuSign or electronically-transmitted signatures, which shall be deemed to be originals) and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

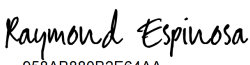
81. Cooperation. The Parties shall cooperate fully with one another and to use their best efforts to consummate the Agreement and cause the Court to enter an order and judgment as described herein. No Party to this Agreement shall seek to evade his, her or its good faith obligations to seek approval and implementation of the Agreement by virtue of any ruling, order, or other development, whether in the Lawsuits, in any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses of their relative bargaining power with respect to negotiating.

* * *

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IT IS SO STIPULATED AND AGREED:

DATED: 8/4/2022

DocuSigned by:

958AB880B2E64AA

Raymond Espinosa

DATED:

Anthony Rice

DATED:

ALLIANCE HEALTHCARE SERVICES, INC.

By: _____

Its: _____

APPROVED AS TO FORM:

DATED:

McGUIREWOODS LLP

By: _____

Sabrina A. Beldner
Attorneys for Defendant
Alliance HealthCare Services, Inc.

DATED: 8/4/2022

Capstone Law APC

By: _____



Raul Perez, Esq.
Mark A. Ozzello, Esq.
Brandon Brouillette, Esq.
Attorneys for Plaintiff
Raymond Espinosa

IT IS SO STIPULATED AND AGREED:

DATED:

Raymond Espinosa

DATED: 8/9/2022

DocuSigned by:
Anthony Rice

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Anthony Rice

DATED: August 8, 2022

ALLIANCE HEALTHCARE SERVICES, INC.

By: *Shana N. Bonica*

Its: General Counsel and Chief Risk Officer

APPROVED AS TO FORM:

DATED: August 8, 2022

McGUIREWOODS LLP

By: *Sabrina A. Beldner*
Sabrina A. Beldner
Attorneys for Defendant
Alliance HealthCare Services, Inc.

DATED:

Capstone Law APC

By: _____
Raul Perez, Esq.
Mark A. Ozzello, Esq.
Brandon Brouillette, Esq.
Attorneys for Plaintiff
Raymond Espinosa

IT IS SO STIPULATED AND AGREED:

DATED:

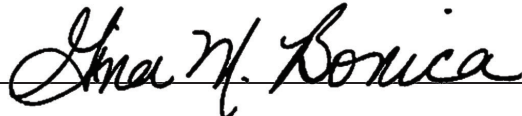
Raymond Espinosa

DATED:

Anthony Rice

DATED: August 8, 2022

ALLIANCE HEALTHCARE SERVICES, INC.

By: _____

Its: General Counsel and Chief Risk Officer

APPROVED AS TO FORM:

DATED: August 8, 2022

McGUIREWOODS LLP

By: _____
Sabrina A. Beldner
Attorneys for Defendant
Alliance HealthCare Services, Inc.

DATED:

Capstone Law APC

By: _____
Raul Perez, Esq.
Mark A. Ozzello, Esq.
Brandon Brouillette, Esq.
Attorneys for Plaintiff
Raymond Espinosa

DATED:

James Hawkins APLC

By:

James Hawkins, Esq.
Isandra Fernandez, Esq.
Attorneys for Plaintiff
Anthony Rice

EXHIBIT A

NOTICE OF SETTLEMENT PAYMENT

Espinosa v. Alliance HealthCare Services, Inc.
(San Diego Superior Court Case No. 37-2020-00011228-CU-OE-CTL)

[Address Line 1]
[Address Line 2]
[Address Line 3]

[Dear Mr./Ms. _____]:

You are receiving this letter and the accompanying check made payable to you pursuant to a court-approved settlement in the matter of *Espinosa v. Alliance HealthCare Services, Inc.* The check is in the amount of \$_____ and is for your share of the “Net Settlement Amount” under the approved settlement agreement in the above-referenced lawsuit. This check is valid for 180 days from the date of issuance, and for tax purposes, an IRS Form 1099 will be issued to you for this payment.

Please read this letter carefully. It explains the matter and how the settlement affects you.

A. Why Am I Receiving This Notice And This Check?

On February 26, 2020, Raymond Espinosa (“Espinosa”) filed an action against Alliance HealthCare Services, Inc. (“ALLIANCE” or “Defendant”), which was subsequently amended to solely allege violation of the California Labor Code Private Attorney General Act (“PAGA”) based on alleged violations of Labor Sections §§ 201, 202, 203, 204, 222.5, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5 (the “*Espinosa* Action”).

On December 21, 2020, Anthony Rice (“Rice”) filed an action against ALLIANCE, which was also subsequently amended to solely allege violation of PAGA based on alleged violations of California Labor Sections §§ 201, 202, 203, 226, 226.7, 512, 1194 and 1197 (the “*Rice* Action”). Espinosa and Rice will hereinafter be referred to collectively as the “Plaintiffs.”

Plaintiffs and ALLIANCE have reached a settlement, and you are eligible to receive a payment from this settlement because one or more wage statements were issued to you by ALLIANCE that included wages for work performed during the Settlement Period (as defined below).

Plaintiffs allege that ALLIANCE violated the California Labor Code by failing to provide wages to employees for all hours worked, failing to provide pay for overtime, failing to provide meal and rest breaks or break-related premium pay, failing to provide accurate wage statements, failing to timely pay wages, including final wages, failing to provide one day rest in seven, failing to pay reporting time pay and failing to reimburse for business expenses. By statute, the amounts recovered under PAGA must be paid 75% to the state and 25% to the impacted employees.

On [DATE], and as part of the Court’s Order Granting Approval of the Settlement, the San Diego Superior Court approved the filing of a Second Amended Complaint in the *Espinosa* Action, such that the *Espinosa* and *Rice* Plaintiffs and all the claims that have been or could have been pled in the *Espinosa* Action and *Rice* Action, respectively, are now consolidated in the *Espinosa* Action in San Diego Superior Court, Case No. 37-2020-00011228-CU-OE-CTL (hereinafter the, “Lawsuit”).

The individuals impacted by this settlement include all individuals who were employed in an hourly-paid, patient-facing role by ALLIANCE (including, but not limited to, all such Patient Coordinators and Technologists) at any time from March 17, 2019 through June 7, 2022 or the date of the Court approval of the settlement, whichever occurs later (the “Aggrieved Employees”). According to ALLIANCE’s records, you fall within this definition, and you are therefore receiving this notice and the enclosed check.

ALLIANCE denies Plaintiffs’ allegations. Specifically, ALLIANCE maintains that it has complied with all applicable laws in connection with respect to the payment of all wages, all overtime pay, one day rest in seven, the provision of meal and rest breaks, that it has provided employees with accurate wage statements, that it has timely paid all wages, including final wages, that it accurately paid reporting time pay, that it has reimbursed its employees for business expenses and that it has otherwise complied with applicable laws. ALLIANCE therefore disputes that any amounts are owed. **The settlement – and the amount you are receiving – represents a compromise resolution of disputed claims.**

B. How Has The Court Ruled?

The Court has not ruled on the merits of the claims, ALLIANCE’s defenses, or any of the contentions of the parties with respect to the PAGA claim being settled. No inferences regarding the merits of the Lawsuit should be drawn from the fact there is a settlement.

Instead, the parties agreed to a settlement, which entails a compromise by both sides. That way, each side avoids the costs, risks and uncertainty of a trial.

C. What Rights Am I Giving Up?

By operation of the court-approved settlement, the Aggrieved Employees are deemed to have fully released and discharged the “Released Parties” from any and all “Released Claims” during the “Settlement Period,” which means the inclusive time period from March 17, 2019 through June 7, 2022 or the date of the Court approval of the settlement, whichever occurs later.

“Released Parties” means ALLIANCE and each of its affiliates, parent companies (including Akumin Inc. and Akumin Corp.), subsidiaries (including Alliance Oncology, LLC), shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, and any employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

“Released Claims” means any claim for civil penalties under PAGA for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys’ fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon the facts alleged in the pleadings filed in the Lawsuit and/or the facts and primary rights at issue in any notice provided pursuant to PAGA by Plaintiffs to the LWDA and ALLIANCE, arising out of, based on or related to any violation of Labor Code Sections 201, 202, 203, 204, 222.5, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5 that occurred, arose or accrued at any time during the Settlement Period.

Note: Any valid and enforceable arbitration agreement entered into between you and ALLIANCE remains in full force and effect and is not waived or limited as a result of this settlement.

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).