

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Settlement Agreement**,” “**Settlement**,” or “**Agreement**”) is made and entered by and between Plaintiff Kimberly Simonds (“**Plaintiff**”) and Defendant Prime Healthcare Services – Sherman Oaks, LLC (“**Defendant**”) to settle the action entitled *Simonds v. Prime Healthcare Services, Inc., et al.* (Case No. 20VECV01127) (“**Lawsuit**”). Plaintiff and Defendant are collectively referred to herein as the “Parties,” and each may be individually referred to herein as a “**Party**.”

RECITALS

This Agreement is made in consideration of the following facts:

- A. Plaintiff is a former hourly-paid, non-exempt employee of Defendant.
- B. On July 22, 2020, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“**LWDA**”) asserting Defendant failed to comply with various provisions of the Labor Code and the theories supporting the contentions (“**PAGA Notice**”). Plaintiff seeks penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”) as set forth in Labor Code section 2698, *et seq.*, on behalf of all persons who were employed by Defendant in the State of California as non-exempt, hourly-paid employees at any time during the PAGA Period as defined in section 6(b), for asserted violations of Labor Code and applicable Wage Orders. Plaintiff also seeks an award of reasonable attorneys’ fees and costs as permitted by the PAGA, Labor Code section 2699.
- C. On October 7, 2020, Plaintiff filed a PAGA action in the Superior Court of California, County of Los Angeles, Case No. 20VECV01127. This Lawsuit alleges one cause of action for civil penalties under PAGA predicated on Defendant’s alleged: (1) failure to pay minimum and overtime wages; (2) failure to pay for medical and physical examinations; (3) failure to provide meal periods and rest breaks; (4) failure to timely pay wages during employment; (5) failure to timely pay wages upon termination; (6) provide to provide complete and accurate wage statements; and (7) failure to reimburse business expenses (“**PAGA Claims**”).
- D. On September 29, 2022, the Court, granting Defendant’s motion, compelled Plaintiff to submit Plaintiff’s individual claims to arbitration, and stayed the remaining representative, non-individual PAGA Claims. On October 27, 2022, Plaintiff submitted Plaintiff’s individual claims to arbitration against Defendant, JAMS Ref# 1220073588 (“**Arbitration**”).
- E. After engaging in discovery, investigations, and negotiations, on August 13, 2025, the Parties attended mediation with the mediator Brandon McKelvey. While the Parties did not initially settle at mediation, they continued negotiations, which eventually resulted in the settlement of this Lawsuit in November 2025, subject to the Court’s approval.
- F. Defendant denies all the allegations in the Lawsuit, the PAGA Notice, and any contention that it committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code or applicable Wage Orders.

G. The Parties have analyzed and investigated the facts and law relevant to this Lawsuit. Defendant produced documents and data, including, but not limited to, information pertaining to the employment policies, practices, and procedures which concern, in whole or in part, the allegations in PAGA Claims, as well as a sampling of time and payroll records.

H. The Parties acknowledge that there is a bona fide dispute as to the merits of Plaintiff's claims. The Parties further desire to compromise, settle, and release any and all claims for PAGA civil penalties predicated on the alleged Labor Code violations to Plaintiff, individually, and all allegedly aggrieved employees as set forth in the PAGA Notice and/or this Lawsuit.

I. The Parties believe and agree that the Settlement herein provides for a fair, adequate, and reasonable resolution of the PAGA Claims and have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

J. By this Agreement, the Parties have settled, fully and finally, all claims for PAGA civil penalties that Plaintiff has alleged or might have alleged based on the facts pled in the PAGA Notice and/or this Lawsuit against Defendant concerning the PAGA Period (*defined below*).

SETTLEMENT TERMS

1. **Court Approval of this Agreement.** Plaintiff's Counsel (*defined below*) shall file a motion with the Court to enter the Order Approving Settlement and entering Judgment thereon. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed in order to obtain approval of this Agreement ("Approval Motion"). The Court's approval of this Agreement shall be embodied in a written Order and Judgment. The Parties shall also jointly request and reserve the Court's continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Settlement in accordance with its terms, and over the administration and distribution of the Settlement proceeds pursuant to Code of Civil Procedure section 664.6 and other applicable law.

(a) If the Court should for any reason fail to approve this Agreement, then: (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither been entered into nor filed with the Court.

(b) If any essential term identified in the following list is found to be invalid or unenforceable, the Agreement shall be rendered void in its entirety unless the Parties subsequently agree in writing that the remainder shall continue in full force and effect. These essential terms include: (i) definition of PAGA Employees; (i) definition of Effective Date; (iii) definition of PAGA Period; (iv) definition of Representative PAGA Claims; (v) definition of Released Parties; (vi) definition of Gross Settlement Amount; and (vii) requirement that the Court approve this Agreement and enter Judgment. All other terms of this Agreement may be modified by the Court, and such modification shall not be sufficient grounds to void the Settlement or to appeal the Judgment. These terms include: (1)

allocation of attorneys' fees and costs; (2) amount of the settlement administration costs; and (3) amounts paid to Plaintiff for Plaintiff's service and release.

2. **Delivery of Agreement to the LWDA.** As required by Labor Code section 2699(1)(2), Plaintiff will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Court for approval.

3. **Effective Date.** This Agreement shall become fully effective when both of the following have occurred: (a) the Court enters, and Plaintiff files and serves notice of, a Judgment on its Order Approving the Settlement; and (b) the Judgment is final and is no longer appealable. The Judgment is final and no longer appealable upon the later of: (i) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval order may be timely filed and none is filed (*i.e.*, 61 days after Judgment is entered, and notice of Judgment file and served); (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the order approving the settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the order approving the Settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the order can be requested ("**Effective Date**").

4. **Plaintiff's Counsel.** The Parties agree to the designation of Douglas Han, Shunt Tatavos-Gharajeh, and Christopher Petersen of Justice Law Corporation as counsel for Plaintiff and the PAGA Employees (*defined below*) for all purposes in the Lawsuit ("**Plaintiff's Counsel**").

5. **No Admission of Liability.**

(a) The Parties acknowledge and agree that this Agreement is the result of a compromise and settlement of disputed claims in this Lawsuit. The Parties acknowledge that the execution of this Agreement and payment of consideration or any other obligation hereunder is not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Defendant, or any other person or business entity. Defendant denies all the allegations made by Plaintiff in this Lawsuit and denies that it is liable or owes any damages, penalties, or other compensation or remedies to anyone regarding the PAGA Claims. Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims and contends that it complied in all respects with applicable state and federal laws and regulations. The Parties intend to settle this Lawsuit merely to avoid the burden, expense, delay, and uncertainty of continued litigation.

(b) The Parties concur that this Agreement is a settlement document and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

6. **PAGA Employees and PAGA Period.**

(a) **PAGA Employees.** This Agreement shall include all current and former hourly-paid or non-exempt employees of Defendant within the State of California at the Sherman Oaks location at any time during the PAGA Period (“**PAGA Employees**”).

(b) **PAGA Period.** This Agreement shall cover the period from February 19, 2023, through December 19, 2026, the time period released by this settlement (“**PAGA Period**”).

(i) Defendant estimates that there are approximately 1,457 PAGA Employees that worked approximately 59,000 pay periods as of March 24, 2026.

(ii) There will be no reversion to Defendant and no claims process for the PAGA Employees to receive payment.

(iii) There will be no right of PAGA Employees to opt out of or object to the Settlement.

7. **Settlement Administration.**

(a) The Parties will retain Phoenix Class Action Administration Solutions to serve as the “**Settlement Administrator**” to administer the Settlement. All the Settlement Administrator’s costs and fees shall be paid from the Gross Settlement Amount (*defined below*).

(b) The Administrator shall establish a Qualified Settlement Fund pursuant to 26 U.S.C. section 486B for the purpose of administering the Settlement, making all payments required by this Agreement, handling all required tax withholding and reporting related thereto to the extent necessary, and issuing all appropriate tax forms to Plaintiff, Plaintiff’s Counsel, PAGA Employees, and the LWDA resulting from the settlement payments under this Agreement.

8. **Settlement Payments.**

(a) **Gross Settlement Amount.** In exchange for a full and complete settlement and in release and discharge of the Representative PAGA Claims (*as defined herein*) with respect to the PAGA Employees, Defendant shall pay the maximum gross sum of \$549,000 (“**Gross Settlement Amount**”) in the manner and method set forth herein. Nothing in this Agreement shall require Defendant to pay more than the Gross Settlement Amount to fully and finally settle and resolve the Representative PAGA Claims. Defendant shall provide the Gross Settlement Amount to the Settlement Administrator pursuant to the timing listed below. With the approval of the Court, and upon the Settlement Administrator’s receipt of the funds, the Settlement Administrator will then disburse payment pursuant to the timing listed below and according to the terms of this Agreement.

(b) **Allocation of the Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following payments: (i) attorneys' fees to Plaintiff's Counsel ("**Plaintiff's Counsel Fees Payment**"); (ii) litigation costs and expenses to Plaintiff's Counsel ("**Plaintiff's Counsel Litigation Expenses Payment**"); (iii) Service Payment to Plaintiff ("**Service Payment**"); (iv) Administration Expenses Payment to the Settlement Administrator ("**Administration Expenses Payment**"); and (v) civil penalties to the LWDA and PAGA Employees ("**PAGA Penalties Fund**").

(i) **Plaintiff's Counsel Fees Payment.**

(A) Plaintiff's Counsel will submit an application to the Court for the Plaintiff's Counsel Fees Payment not to exceed \$192,150 (35% of the Gross Settlement Amount). Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' fees except as provided for in this Agreement. The Settlement Administrator shall issue appropriate IRS Form 1099 to Plaintiff's Counsel. Plaintiff and Defendant shall bear their/its own attorney's fees and costs, except as provided herein.

(B) Any Plaintiff's Counsel Fees Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all claims that Plaintiff may have for attorneys' fees arising out of this Lawsuit through the Effective Date.

(C) This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Plaintiff's Counsel Fees Payment that is less than the amount set forth herein. The Court's refusal to approve the requested Plaintiff's Counsel Fees Payment does not give Plaintiff, PAGA Employees, or Plaintiff's Counsel any basis to nullify this Settlement. Furthermore, any denial or modification by a Court of this term will not create a basis to appeal the Judgment.

(D) If any portion of the Plaintiff's Counsel Fees Payment is not approved by the Court, only the approved amount shall be paid, and payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Plaintiff's Counsel Fees Payment. Any difference between the requested Plaintiff's Counsel Fees Payment and Court-approved amount will be added to the PAGA Penalties Fund.

(ii) **Plaintiff's Counsel Litigation Expenses Payment.**

(A) Plaintiff's Counsel will submit an application to the Court for the Plaintiff's Counsel Litigation Expenses Payment as reimbursement of litigation costs and expenses incurred by Plaintiff's Counsel in connection with this Lawsuit not to exceed \$30,000. Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' costs except as provided for in this Agreement. The Settlement

Administrator shall issue appropriate IRS Form 1099 to Plaintiff's Counsel. Plaintiff and Defendant shall bear their/its own attorney's fees and costs, except as provided herein.

(B) Any Plaintiff's Counsel Litigation Expenses Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all claims that Plaintiff may have for litigation costs and expenses arising out of this Lawsuit through the Effective Date.

(C) This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Plaintiff's Counsel Litigation Expenses Payment that is less than the amount set forth herein. The Court's refusal to approve the requested Plaintiff's Counsel Litigation Expenses Payment amount does not give Plaintiff, PAGA Employees, or Plaintiff's Counsel any basis to nullify this Settlement. Furthermore, any denial or modification by a Court of this term will not create a basis to appeal the Judgment.

(D) If any portion of the Plaintiff's Counsel Litigation Expenses Payment is not approved by the Court, only the approved amount shall be paid, and payment of that amount shall constitute full satisfaction of Defendant's obligations with respect to Plaintiff's Counsel Litigation Expenses Payment. Any difference between the requested Plaintiff's Counsel Litigation Expenses Payment and Court-approved amount will be added to the PAGA Penalties Fund.

(iii) **Service Payment.**

(A) In recognition of Plaintiff's effort and work in prosecuting this Lawsuit, Plaintiff will submit an application to the Court for the Service Payment not to exceed \$10,000 for the time and effort and risk undertaken in bringing this Lawsuit. Defendant will not oppose or object to this application. The Parties intend this amount to represent compensation for Plaintiff as the PAGA representative on behalf of the PAGA Employees. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff regarding this payment.

(B) This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Service Payment in an amount less than the amount set forth herein. The Court's refusal to approve the Service Payment as requested herein does not give Plaintiff, PAGA Employees, or Plaintiff's Counsel any basis to nullify this Settlement. Furthermore, any denial or modification by a Court of this term will not create a basis to appeal the Judgment.

(C) If any portion of the Service Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to Plaintiff from the Gross Settlement Amount. Any difference between the requested Service Payment and Court-approved amount will be added to the PAGA Penalties Fund.

(iv) **Administration Expenses Payment.**

(A) Subject to approval by the Court, the Administration Expenses Payment that is currently estimated at \$12,000 will be paid out of the Gross Settlement Amount to the Settlement Administrator to cover the costs of the settlement administration process.

(B) Any Administration Expenses Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of any and all costs and expenses owed to the Settlement Administrator for its services.

(C) This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Administration Expenses Payment in an amount that is less than the amount set forth herein. The Court's refusal to approve the Administration Expenses Payment requested does not give Plaintiff, PAGA Employees, or Plaintiff's Counsel any basis to nullify this Settlement. Furthermore, any denial or modification by a Court of this term will not create a basis to appeal the Judgment.

(D) If any portion of the Administration Expenses Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to the Administrator out of the Gross Settlement Amount. Any difference between the requested Administration Expenses Payment and Court-approved amount will be added to the PAGA Penalties Fund.

(v) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the deduction of the Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment, Service Payment, and Administration Expenses Payment shall be designated the PAGA Penalties Fund from which payments deemed to constitute full and complete satisfaction of any and all claims in this Lawsuit for civil penalties under PAGA shall be made. Subject to approval by the Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **LWDA Payment.** Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA.

(B) **Individual PAGA Payments.** Twenty-five percent (25%) of the PAGA Penalties Fund shall be designated as the Net Settlement Amount and will be paid to the PAGA Employees on a pro-rata basis. Each PAGA Employee will receive a pro-rata share of the Net Settlement Amount based on the total number of pay periods that the PAGA Employee worked for Defendant during the PAGA Period (“**Individual PAGA Payment**”).

(C) The Individual PAGA Payments will be calculated as follows: $\text{Net Settlement Amount} \times [(\text{total number of pay periods worked by the PAGA Employee}) \div (\text{total number of pay periods worked by all the PAGA Employees})]$.

(c) **Tax Allocation.**

(i) **Payment to Plaintiff’s Counsel.** The Administrator shall issue an IRS Form 1099 to Justice Law Corporation in connection with its Plaintiff’s Counsel Fees Payment and Plaintiff’s Counsel Litigation Expenses Payment.

(ii) **Payment to the LWDA.** The seventy-five percent (75%) of the PAGA Penalties Fund payable to the LWDA shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payment to the PAGA Employees.** An IRS Form 1099 will be issued by the Settlement Administrator to each PAGA Employee in connection with their Individual PAGA Payment.

(d) **Tax Liability.** Plaintiff, Plaintiff’s Counsel, PAGA Employees, and applicable governmental authorities are responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of the Settlement payments pursuant to this Agreement. Neither Defendant nor Defendant’s counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any settlement payment pursuant to this Agreement.

(e) **No Effect on Employee Benefits.** The payments made to the PAGA Employees herein shall not be utilized to calculate any additional benefits under any benefit plans to which any PAGA Employee may be eligible for, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the PAGA Employees.

9. **Distribution of Settlement Payments.**

(a) **List of PAGA Employees.** No later than thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with a list that contains the following for each individual falling within the definition of PAGA Employee for the entire PAGA Period: (i) full name; (ii) Social Security numbers; (iii) last known address; and (iv) number of pay periods worked during the PAGA Period (“**PAGA Employee List**”). Defendant agrees to consult with the Settlement Administrator as required to provide the PAGA Employee List in a format reasonably acceptable for the performance of its duties. The PAGA Employee List shall be held as private and confidential information and shall not be shared with Plaintiff’s Counsel or any third-party by the Settlement Administrator without the express written consent of Defendant’s counsel of record and/or court order.

(b) **Funding of the Gross Settlement Amount.** No later than twenty-one (21) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund created by the Settlement Administrator.

(c) **Disbursing the Settlement Payments.** No later than fourteen (14) calendar days following the funding of the Gross Settlement Amount, the Settlement Administrator shall distribute such funds under the allocation plan set forth in section 8 to the appropriate entities or persons. The Administrator shall first obtain approval of the calculations from all counsel by providing anonymized data before disbursing the settlement payments.

(d) **Payment of the Individual PAGA Payments.**

(i) The Individual PAGA Payments will be paid in the form of a check to be delivered to each PAGA Employee at their last known address. Each Individual PAGA Payment will be accompanied by an explanatory letter substantially in the form attached hereto as “**Exhibit A**” (“**PAGA Notice**”).

(ii) As the PAGA Action is not a class action, the Parties agree that Code of Civil Procedure section 384 shall not be applicable. The checks sent to the PAGA Employees will remain negotiable for one hundred eighty (180) calendar days after the date of their issuance (“**Check Stale Date**”). Any checks sent to the PAGA Employees that are not cashed, deposited, or negotiated after the Check Stale Date will be void. The amount of the uncashed checks sent to PAGA Employees will be directed to the California Controller’s Unclaimed Property Fund in the name of the PAGA Employee.

(iii) Any checks sent to the PAGA Employees that are returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall conduct a skip trace to locate a correct address. There will be one search by the Settlement Administrator, via U.S. Postal Service Records. One supplemental PAGA Notice will be mailed to each PAGA Employee whose PAGA Notice is returned to the Settlement Administrator within five (5)

calendar days of the initial mailing of the PAGA Notices by the Settlement Administrator, or other such notice as ordered by the Court.

(iv) Any PAGA Employee who cannot be located after the above procedures are followed will continue to be bound by this Agreement. The funds associated with such Individual PAGA Payments will be directed to the California Controller's Unclaimed Property Fund in the names of the PAGA Employees.

10. **Release.**

(a) **Released Parties.** The "**Released Parties**" include Defendant and any of its past, present, direct or indirect parents, subsidiaries, affiliates, holding companies, affiliated companies, partnerships, limited liability companies, non-profit entities, as well as each of its or their past, present officers, directors, employees, partners, members, managers, customers, subcontractors, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

(b) **Release of the PAGA Claims.** Upon approval of this Agreement by the Court and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff – in Plaintiff's individual capacity and on behalf of the State of California and LWDA and as a proxy for the PAGA Employees – shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and any and all Released Parties of and from any and all claims for the PAGA civil penalties pleaded or which could have been pleaded arising, in whole or in part, from the facts and/or allegations contained in the PAGA Notices (including any amended PAGA Notices) against the Released Parties, that arose during the PAGA Period ("**Representative PAGA Claims**").

(i) The Representative PAGA Claims include any claims for PAGA civil penalties alleged or which could have been alleged under the facts and/or allegations pleaded in the PAGA Notice, including as amended at any time, for: (1) unpaid wages (including minimum, regular, overtime, double time, regular rate); (2) paid sick leave; (3) untimely wage payments both during and at the end of employment; (4) non-compliant meal periods; (5) non-compliant rest periods; (6) non-compliant payment of meal and rest break premiums; (7) non-compliant wage statements; (8) failure to maintain records; (9) failure to reimburse necessary business expenses, based on alleged violation of Labor Code sections 201, 202, 203, 204, 205.5, 210, 218, 218.5, 218.6, 221, 222, 222.5, 223, 226(a), 226.3, 226.7, 510, 512(a), 558, 558.1, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and applicable IWC Wage Orders; and (10) claims for interest, penalties (including, but not limited to, waiting time penalties), or premiums in connection therewith, and unpaid business expenses and costs, attorneys' fees, costs, injunctive relief, or any other forms of relief arising from any of the aforementioned Representative PAGA Claims.

(ii) Pursuant to *Arias v. Superior Ct. (Dairy)* (2009) 46 Cal. 4th 969, no PAGA Employee has the right to exclude themselves from the settlement of the Representative PAGA Claims. All the PAGA Employees will be bound by the settlement of the Representative PAGA Claims, upon approval of this Agreement by the Court and subject to Defendant's full payment of the Gross Settlement Amount, regardless of whether he or she negotiates (*i.e.*, cashes or deposits) his or her settlement check from the PAGA Employee Fund.

11. **Acknowledgement of a Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations between experienced counsel. The Parties acknowledge, agree, and believe that this Agreement is fair, adequate, and reasonable. The Parties acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. The Parties agree and represent that they investigated the facts relevant to this Agreement and all matters pertaining thereto to the full extent that each Party deems necessary. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in this Lawsuit based on their assessment of the mutual risks and costs of further litigation and assessments of their counsel.

12. **Confidentiality.** Plaintiff and Plaintiff's Counsel agree not to disclose or publicize the settlement, including the fact of the settlement, its terms or contents, and negotiations underlying the settlement, in any manner or form, directly or indirectly, to any person or entity, except as may be strictly required to effectuate the terms of the settlement. For the avoidance of doubt, this section means Plaintiff and Plaintiff's Counsel agree not to: (a) issue press releases; (b) communicate with, or respond to any media or publication entities; or (c) publish information in manner or form, whether printed or electronic, on any medium; or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity regarding the Settlement, including the fact of the Settlement, its terms or contents, and negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, Plaintiff's Counsel may disclose the name of the Parties in this Lawsuit, venue/case number, and Settlement details available in the public record for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as class counsel in other actions or for purposes of seeking approval of an unrelated settlement.

13. **Waiver of Appeal Rights.** By accepting this Settlement and upon the Court granting approval of this Settlement, Plaintiff and Plaintiff's Counsel waive any and all rights that they may have to appeal any judgment, ruling, or order made by the Court. The waiver of appeal includes all rights to any post-judgment proceeding and appellate proceeding. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.

14. **Duty to Cooperate.** The Parties agree that they will abide by this Agreement and that the Parties and their counsel will cooperate to affect the implementation of this Agreement. The Parties pledge their good faith and fair dealing in supporting the approval of this Agreement by the Court. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the mediator who

facilitated the negotiations. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Court.

15. **Governing Law and Interpretation.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California, regardless of the conflicts of laws rules of any individual state. In addition, any action brought to enforce the provisions of this Agreement shall be commenced, prosecuted, and defended exclusively in the Superior Court of the State of California, County of Los Angeles.

16. **Discovery of Documents and Information.** Plaintiff and Plaintiff's Counsel agree that they will destroy all documents and information provided to them by Defendant during this Lawsuit no later than sixty (60) calendar days after the completion of the administration of this Settlement. Plaintiff's Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than this Settlement.

17. **Authority to Enter this Agreement.** The Parties represent and warrant that they have the right and authority to execute this Agreement. It is agreed that the PAGA Employees are so numerous that it is impossible or impractical to have each member execute this Agreement. It is agreed that this Agreement may be executed on behalf of the PAGA Employees by Plaintiff and Plaintiff's Counsel.

18. **Authorization of Counsel.** The Parties' counsel warrant and represent that they are authorized by the Parties whom they represent to negotiate this Agreement and to take all the appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate its terms.

19. **Severability.** Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission and electronic signatures (e.g., DocuSign) have the same force, validity, and effect as original signatures.

21. **Interpretation.** This Agreement, and any ambiguities or uncertainties herein, shall be equally and fairly interpreted, and construed, without reference to the identity of the Party drafting this document, upon the express understanding and agreement that the Parties participated equally in the negotiation and preparation of this Agreement, or have had equal opportunity to do so. Accordingly, the Parties, and each of them, expressly waive the benefits of Civil Code section 1654, and any successor or amended statute.

22. **Captions And Headings.** The section headings, captions, and titles used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

23. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Released Parties, and to their heirs, representatives, executors, administrators, successors, and assignees.

24. **Ownership of Claims.** The Parties represent that they have not transferred assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. The Parties further agree to indemnify and hold harmless one another, and all of their present partners, officers, directors, and employees against any and all claims based upon, arising out of, or in any way connected with any such actual transfer or assignment.

25. **Integration.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. Any modifications in this Agreement must be in writing and signed by the Parties and approved by the Court.

26. **Admissibility of the Agreement.** Pursuant to Evidence Code section 1123, the Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement.

27. **No Representations.** Except as expressly set forth herein, the Parties acknowledge that no representation of any kind or character has been made to induce the execution of this Settlement Agreement.

28. **Attorneys' Fees.** Except as set forth in this Agreement, each side shall bear its own costs and attorneys' fees.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN PAGA CLAIMS.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement by affixing their signatures below.

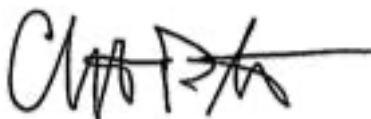
Dated: 09/15/2026

Kimberly Simonds

By: 

Dated: September 15, 2026

Justice Law Corporation [Approving as to Form Only]

By: 

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Christopher Petersen, Esq.
Attorneys for Plaintiff

Dated: _____

Prime Healthcare Services – Sherman Oaks, LLC

By: _____

On behalf of Prime Healthcare Services – Sherman Oaks, LLC

Dated: _____

Littler Mendelson, PC [Approving as to Form Only]

By: _____

Sarah E. Ross, Esq.
Jyoti Mittal, Esq.
Matthew Lerner, Esq.
Attorneys for Defendant

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN PAGA CLAIMS.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement by affixing their signatures below.

Dated: _____

Kimberly Simonds

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Christopher Petersen, Esq.
Attorneys for Plaintiff

Dated: 09/16/2026

Prime Healthcare Services – Sherman Oaks, LLC

By: 

On behalf of Prime Healthcare Services – Sherman Oaks, LLC

Dated: 9/16/26

Littler Mendelson, PC [Approving as to Form Only]

By: 

Sarah E. Ross, Esq.
Jyoti Mittal, Esq.
Matthew Lerner, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Simonds v. Prime Healthcare Services, Inc., et al.
Superior Court of California, County of Los Angeles
Case No. 20VECV01127

I. The Lawsuit

You have been identified as an individual who worked for Prime Healthcare Services – Sherman Oaks, LLC (“Sherman Oaks”), and are entitled to a settlement payment in the lawsuit entitled *Simonds v. Prime Healthcare Services, Inc., et al.*, Los Angeles County Superior Court, Case No. 20VECV01127 (“Lawsuit”).

The Lawsuit was brought on behalf of the State of California and all current and former hourly-paid or non-exempt employees of Sherman Oaks within the State of California at the Sherman Oaks location at any time during the period from February 19, 2023, through December 19, 2026.

Sherman Oaks denies all allegations and disputes all of the claims in the Lawsuit. Sherman Oaks maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Lawsuit was litigated and following an investigation, the Parties reached a settlement of all claims alleged in the Lawsuit which takes into account the uncertainties and risks of proceeding with litigation. The Court has made no determination on the merits of the Lawsuit, and by agreeing to settle, Sherman Oaks does not admit any violations or concede the merits of any claim.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the settlement.

II. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the number of pay periods that you worked for Sherman Oaks during the PAGA Period relative to all the other PAGA Employees.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing (“Check Stale Date”). The Check Stale Date is set to occur on [REDACTED]. If your settlement check is not cashed, deposited, or negotiated within this timeframe, it will be voided. The uncashed amount will then be directed to the California Controller’s Unclaimed Property Fund in your name.

If you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at [INSERT].

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is bitty@justicelawcorp.com

SETTLEMENT AGREEMENT

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Bitty Minnis Lemley

Bitty Minnis-Lemley