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Attorneys for Plaintiff Ashley Hague
in a Representative capacity only, and on behalf of
other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF CONTRA COSTA

ASHLEY HAGUE, in a Representative
capacity only, and on behalf of
other members of the general public
similarly situated

Plaintiff,

v.

HILLTOP RADIOLOGY LLC, a
California Limited Liability Company, and
DOES 1 to 10, inclusive

Defendants.

Case No. C20-01132

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE**

1 This Joint Stipulation of Settlement and Release (hereinafter "Stipulation of Settlement") is
2 made and entered into by and between Ashley Hague ("Plaintiff" or "PAGA Representative"),
3 individually and on behalf of herself, the State of California and all other allegedly similarly
4 aggrieved individuals ("PAGA Members"), on the one hand, and Hilltop Radiology LLC
5 ("Defendant"), on the other.

6 This Stipulation of Settlement shall be binding on Plaintiff, the State of California, and
7 those persons she represents as PAGA Members as provided herein, and on Defendant and its
8 present and former parents, owners, members, affiliated or related companies, shareholders,
9 officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any
10 individual or entity which could be jointly liable with Defendant, and their respective counsel,
11 subject to the terms and conditions hereof and the Court's approval.

12 THE PARTIES STIPULATE AND AGREE as follows:

- 13 1. Plaintiff and Defendant are collectively referred to herein as "the Parties."
- 14 2. On or about April 9, 2020, Plaintiff filed online a Private Attorneys General Act
15 ("PAGA") letter with the Labor and Workforce Development Agency, asserting various
16 California Labor Code violations against Defendant ("LWDA Notice Letter"), including
17 violations of Labor Code sections 201-203, 226, 226(a), 226.7, 246, 432, 510, 512, 558, 1194,
18 1197.1, 1198.5 and 2802, as well as IWC Wage Order 4, codified as Title 8, California Code of
19 Regulations, section 11040 et seq., and also seeking attorneys' fees and costs. On or about July
20 16, 2020, Hague's counsel filed online with the Labor and Workforce Development Agency a
21 second notice letter asserting various California Labor Code violations against Joel Choe ("2nd
22 LWDA Notice Letter"), including but not limited to Labor Code Sections 201-203, 226, 226(a),
23 226.7, 246, 432, 510, 512, 558, 1194, 1197.1, 1198.5 and 2802, as well as IWC Wage Order 4,
24 codified as Title 8, California Code of Regulations, section 11040 et seq., and also seeking
25 attorneys' fees and costs. (Both will be referred to herein as "LWDA Notice Letters").
- 26 3. On June 18, 2020, Plaintiff filed a Complaint For Damages ("Complaint") against
27 Defendant in Contra Costa County Superior Court ("Lawsuit" or "Action").
- 28 4. Plaintiff's Complaint alleges six causes of action seeking statutory civil penalties

1 under the Private Attorneys General Act ("PAGA") (Lab. Code § 2698 et seq.) for alleged Labor
2 Code violations arising out of: (1) meal and rest break violations; (2) minimum wage violations;
3 (3) overtime violations; (4) inaccurate wage statements; (5) failure to reimburse business
4 expenses; and (6) failure to pay wages upon termination (collectively, the "Action"), and
5 attorneys' fees and costs.

6 5. Defendant denies all material claims and allegations and asserts numerous
7 affirmative defenses, including, but not limited to, failure to state a claim, failure to exhaust
8 administrative remedies, statute of limitations, waiver, laches, constitutionality, set off, lack of
9 willfulness, good faith dispute, unjust enrichment, estoppel, no subsequent violations, and not an
10 aggrieved employee.

11 6. Through arms-length, serious negotiations including a mediation conducted with a
12 qualified neutral third-party mediator, David Sarnoff of Sarnoff Mediations, the Parties have
13 reached a settlement of all PAGA claims brought in the Lawsuit ("Settlement"). The Parties have
14 reached a separate individual settlement agreement with respect to all potential claims by
15 Plaintiff, as well as all attorney's fees and costs with respect to any actual or potential claims by
16 Plaintiff, known or unknown, whether individually or in a representative capacity. The Parties
17 now enter into this detailed, formalized settlement agreement with respect to the PAGA causes of
18 action, subject to the Court's approval of the Settlement.

19 7. For purposes of this Settlement, the "Settlement Group" and/or "PAGA Members"
20 shall consist of all persons employed as non-exempt employees in California by Defendant
21 between April 9, 2019 and the date of final approval of the Settlement.

22 8. Defendant denies any liability or wrongdoing of any kind whatsoever associated
23 with the claims and allegations alleged in Plaintiff's Complaint and LWDA Notice Letters. As to
24 Plaintiff's representative PAGA claims, Defendant further denies that, for any purpose other than
25 settling this Lawsuit, these claims are appropriate for PAGA representative treatment, and
26 contends, among other things, that it has complied with all applicable state, federal and local laws
27 regarding the payment of wages, the calculation of the regular rate of pay for overtime and
28 minimum wage compensation, accurate wage statements, meal period and rest break provisions,

1 and business expense reimbursement.

2 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
3 discharge all disputes and claims that were alleged in Plaintiff's Complaint and LWDA Notice
4 Letters in this case and that could have been alleged. To achieve a full and complete release of
5 Defendant, Plaintiff, PAGA Counsel, and each PAGA Member acknowledges that this
6 Stipulation of Settlement is intended to include in its effect all claims alleged, and that could have
7 been alleged, in the LWDA Notice Letters and the Action, and all Released Claims against all
8 Released Parties (as defined herein) as of the date of the Court's approval of this Settlement.

9 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
10 full and complete settlement and release of all PAGA claims alleged in or that could have been
11 alleged in, and arising from or related to the allegations of, the Complaint and the LWDA Notice
12 Letters brought against Joel Choe and Defendant, which release includes in its effect Joel Choe,
13 Hilltop Radiology LLC and all other present and former parents, affiliated or related companies,
14 shareholders, owners, members, officers, directors, employees, agents, attorneys, insurers, and
15 successors and assigns of Defendant, and any individual or entity which could be jointly liable
16 with Defendant.

17 11. Counsel for the PAGA Members has conducted a thorough investigation into the
18 facts of this representative case, including an extensive review of relevant documents and data,
19 and has diligently investigated PAGA Members' claims against Defendant. Based on their own
20 independent investigation and evaluation, PAGA Counsel are of the opinion that the Settlement
21 with Defendant for the consideration and on the terms set forth in this Stipulation of Settlement is
22 fair, reasonable and adequate and is in the best interest of Plaintiff and PAGA Members in light
23 of all known facts and circumstances, including the risk of Defendant's bankruptcy, significant
24 delay, the numerous defenses asserted by Defendant, and various potential appellate issues.

25 12. The Parties agree to cooperate and take all steps necessary and appropriate to
26 consummate this Settlement and to effectuate a judgment. In the event that: (i) the Court does not
27 approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other
28 reason apart from the Court's refusal to approve, then this Settlement Agreement—and any

1 documents generated to bring it into effect—will be null and void, and the Parties will be returned
2 to their respective positions.

3 13. This Settlement provides for mailing of an explanatory notice (as set forth in
4 Exhibit A below) and payment of Settlement Awards to all PAGA Members according to a
5 specified formula as provided herein. The gross total payment under the Settlement, including all
6 settlement administration costs, interest, penalties (including pursuant to PAGA) and any other
7 payments provided by this Settlement is Nine-Thousand-Five-Hundred-Dollars-Even (\$9,500.00).
8 It is understood and agreed that Defendant's gross total liability under this Settlement shall not
9 exceed \$9,500.00. It is further understood and agreed that Defendant shall have no obligation to
10 pay any person, entity or organization more than its gross total liability under this Settlement as
11 set forth above, which includes the total amount of: (1) the Settlement Awards to the Settlement
12 Group; (2) the actual fees and expenses of the Settlement Administrator; and (3) payment to the
13 State of California pursuant to PAGA. Attorneys' fees, costs and expenses will be paid out of the
14 individual settlement to Plaintiff in full and final satisfaction of any and all attorneys' fees, costs
15 or expenses associated with the LWDA Letters, the Action, and counsel to and representation of
16 Hague in any capacity, whether individually or in a representative capacity.

17 TERMS OF SETTLEMENT

18 14. NOW THEREFORE, in consideration of the mutual covenants, promises and
19 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

20 a. It is agreed by and among Plaintiff and Defendant that any PAGA claims,
21 damages or causes of action arising out of the disputes which are the subject of the LWDA Notice
22 Letters and this Action or that could have been included in the LWDA Notice Letters and this
23 Action, be settled and compromised as between the Plaintiff, Settlement Group (including
24 Plaintiff), Joel Choe and Defendant, subject to the terms and conditions set forth in this
25 Stipulation of Settlement and approval by the Court.

26 b. Effective Date: "Effective Date" means the date by which all of the
27 following have occurred: (i) Plaintiff, Plaintiff's Counsel, Joel Choe and Defendant's Counsel
28 have executed this Agreement; and (ii) the Court has held a hearing, approved the Parties'

1 Agreement and entered a Final Order and Judgment. It is the Parties' intention that if no
2 objections to the settlement are filed, or if objections are filed and resolved prior to the Final
3 Order and Judgement, the Effective Date of the Settlement will be the same date as the Court
4 enters its Final Order and Judgment. In the event that an aggrieved member of the Settlement
5 Group fails to object to the settlement, but nonetheless files an appeal of the Final Order and
6 Judgment, William B. Sullivan, of Sullivan Law Group, APC, and Sullivan Law Group, APC,
7 jointly and severally, agree to act as guarantors on any sums of money paid out by Defendant
8 pursuant to the Final Order and Judgment. Mr. Sullivan and Sullivan Law Group, APC further
9 agree that in the event said appeal results in any money that was paid out by Defendant to have to
10 be returned by any recipient, and/or re-allocated (which includes any change in the amount of
11 such payment), and/or the approval of this Agreement is not confirmed by the appellate court,
12 (these three events are each "triggering events"), they will act as personal guarantors to Defendant
13 and promise that they will be personally responsible, and jointly and severally liable, for returning
14 any monies back to Defendant. Mr. Sullivan and Sullivan Law Group, APC further agree to place
15 in an escrow account, within fourteen (14) days of any notice of such appeal, the amounts paid by
16 Defendant and which Mr. Sullivan and Sullivan Law Group, APC are guaranteeing and authorize
17 the distribution of the proceeds of the escrow account, including interest, to Defendant within
18 twenty-one (21) days of any triggering event.

19 Additionally, it is agreed by the Parties that this Settlement will not become
20 effective if Defendant, contrary to Paragraph 13 above, is required to pay to any person, entity or
21 organization more than its maximum total liability under the Settlement as set forth in Paragraphs
22 13 and 14(c).

23 c. Gross Settlement Amount, and Net Settlement Amount: to implement the
24 terms of this Settlement, Defendant agrees to pay a gross settlement amount of Nine-Thousand-
25 Five-Hundred-Dollars-Even (\$9,500.00) ("Gross Settlement Amount").

26 i. At no time shall Defendant have the obligation to segregate the
27 funds comprising the Gross Settlement Amount, and Defendant shall retain exclusive authority
28 over and responsibility for those funds subject to disbursement of funds necessary for the

1 payment of the Settlement Awards, the actual settlement administration fees and expenses, and
2 any other payments provided by this Settlement. All Settlement Awards for the PAGA Members,
3 and the fees and expenses of the Settlement Administrator provided by this Settlement shall be
4 paid out of the Gross Settlement Amount.

5 The Net Settlement Amount shall be calculated by deducting the actual fees and
6 expenses of the Settlement Administrator, and the payment to the State of California Labor
7 Workforce Development Agency (the "LWDA") pursuant to PAGA, ("Net Settlement Amount").
8 Any amount of the Gross Settlement Amount not required to pay administration costs provided
9 by this Settlement, shall be paid as Settlement Awards to the PAGA Members, as set forth below,
10 and is inclusive of all applicable interest and penalties. The Settlement Awards will be calculated
11 by the Settlement Administrator based on Defendant's records, and paid out of the Net Settlement
12 Amount as detailed in section (d.) below. The Gross Settlement Amount shall be deposited by
13 Defendant with the Settlement Administrator within 14 days of the Court's entry of a Final Order
14 and Judgment or May 9, 2021, whichever is later.

15 d. Settlement Awards: The Settlement Administrator shall first determine for
16 each PAGA Member the pay periods he or she actively worked for Defendant during the PAGA
17 Period. The Settlement Administrator shall divide the amount of the Net Settlement Amount by
18 the sum of all PAGA Members' pay periods worked to calculate an "Estimated Amount Per Pay
19 Period." For each PAGA Member, the Settlement Administrator shall then multiply the
20 Estimated Amount Per Pay Period by the PAGA Member's pay periods worked in the Settlement
21 Period to determine each individual Settlement Award. The Settlement Award process is
22 discussed further below.

23 e. California Private Attorneys' General Act Allocation: The entire sum of
24 Nine-Thousand-Five-Hundred-Dollars (\$9,500.00.00) (the Gross Settlement Amount) is allocated
25 to Plaintiff's claims under the California Private Attorneys General Act. After deduction of
26 actual fees and expenses of the Settlement Administrator, estimated to be approximately \$602.50,
27 the remainder shall be distributed as follows: 75% to the State of California LWDA pursuant to
28 PAGA and 25% to PAGA members. These amounts will be distributed by the Settlement

1 Administrator within 30days after the Court enters its Final Order and Judgment or by May 9,
2 2021 whichever is later.

3 f. Allocation and Taxability of Settlement Awards: The individual
4 Settlement Awards payable to PAGA Members shall be allocated entirely to alleged unpaid
5 penalties and unpaid interest, for which IRS Forms 1099 MISC will issue to PAGA Members.
6 Each PAGA Member shall be individually responsible for the employee's share of taxes
7 attributable to receipt of any payments under this Settlement.

8 g. Settlement Awards Do Not Trigger Additional Benefits: All Settlement
9 Awards to PAGA Members shall be deemed to be income to such PAGA Members solely in the
10 year in which such awards actually are received by the PAGA Members. It is expressly
11 understood and agreed that the receipt of such Settlement Awards will not entitle any PAGA
12 Member to additional compensation or benefits under any company bonus, contest or other
13 compensation or benefit plan or agreement in place during the period covered by the Settlement,
14 nor will it entitle any PAGA Member to any increased retirement, 401(k) benefits or matching
15 benefits, or deferred compensation benefits. No deductions or contributions for 401(k) shall be
16 made from the Settlement Awards. It is the intent of this Settlement that the Settlement Awards
17 provided for in this Agreement are the sole payments to be made by Defendant to PAGA
18 Members in connection with this Settlement, and that the PAGA Members are not entitled to any
19 new or additional compensation or benefits as a result of having received the Settlement Awards
20 (notwithstanding any contrary language or agreement in any benefit or compensation plan
21 document that might have been in effect during the period covered by this Settlement).

22 h. Attorneys' Fees and Attorneys' Costs: There are no attorneys' fees and
23 costs to be paid by Defendant under this Settlement. All attorneys' fees, costs and expenses will
24 be paid pursuant to the individual settlement agreement with Plaintiff.

25 i. PAGA Representative Enhancement Award: There is no PAGA
26 Representative enhancement award to be paid by Defendant under this Settlement.

27 j. Settlement Administrator: The fees of the Settlement Administrator for
28 work done shall be paid from the Gross Settlement Amount. If the Settlement is ineffective for

1 any reason under Paragraph 14(b) above, the Parties shall evenly split the settlement
2 administration costs regardless of the outcome of the Settlement. The Court-approved Settlement
3 Administrator's expenses will be paid within 30 days after the Court enters its Final Order and
4 Judgment or by May 9, 2021 whichever is later. The Settlement Administrator is discussed
5 further below.

6 SETTLEMENT ADMINISTRATION

7 15. The Parties will agree to the appointment of CAC Services Group as the
8 Settlement Administrator; however, the Parties shall have the right to select or substitute a
9 different Settlement Administrator by mutual agreement at any time. The Settlement
10 Administrator will send an agreed upon explanatory notice of the Settlement, attached hereto as
11 Exhibit A, along with the Settlement Award to all PAGA Members as discussed herein. The
12 Settlement Administrator will calculate the Settlement Award amounts due to PAGA Members in
13 accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in
14 summary or narrative form, the substance of its findings. Upon receipt of funds from Defendant
15 and as provided by the terms of the Settlement, the Settlement Administrator will issue and send
16 out the Settlement Awards to PAGA Members. Tax treatment of the Settlement Awards will be
17 as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the
18 Settlement Administrator's performance of duties shall be referred to the Court, if necessary,
19 which will have continuing jurisdiction over the terms and conditions of this Stipulation of
20 Settlement until all payments and obligations contemplated by this Stipulation of Settlement have
21 been fully carried out.

22 SETTLEMENT AWARD ADMINISTRATION

23 16. Within fourteen (14) calendar days after the Parties have executed this Stipulation
24 of Settlement, Defendant shall provide to the Settlement Administrator a spreadsheet, which will
25 list for each PAGA Member the PAGA Member's name, last-known address, last-known
26 telephone number, social security number, and the number of pay periods worked through the
27 date of the report. The social security numbers will be used only by the Settlement Administrator
28 for the sole purpose of effectuating the Settlement. This spreadsheet shall be based on

1 Defendant's payroll and other business records. The Settlement Administrator will run a check of
2 the PAGA Members' address against those on file with the U.S. Postal Service's National Change
3 of Address Database. Within 30 calendar days after the Settlement becomes effective, the
4 Settlement Administrator will mail the Notice accompanying the Settlement Award to all PAGA
5 Members.

6 a. Prior to the mailing of the Notice and Settlement Award, the Settlement
7 Administrator will search for updated addresses through the U.S. Postal Service's National
8 Address Database. Notices returned to the Settlement Administrator as non-delivered shall be re-
9 mailed to the forwarding address, if any, on the returned envelope; any returned envelopes with
10 forwarding addresses will be used by the Settlement Administrator to forward the Notice to
11 PAGA Members. If no forwarding address is provided, the Settlement Administrator will
12 perform a computer search for a new address using the PAGA Member's social security number
13 and an additional skip tracing pursuant to its usual and customary procedures.

14 b. All costs associated with the Notices are part of, and included within, the
15 Gross Settlement Amount. PAGA Counsel shall provide to the Court, subject to prior approval
16 by Plaintiff's and Defendant's counsel, a declaration by the Settlement Administrator of
17 completion of its obligations within 30 days after the date of issuance of the Notice and
18 Settlement Award checks.

19 SETTLEMENT AWARD PROCESS

20 17. Within 30 days after the Court enters its Final Order and Judgment or by May 9,
21 2021 whichever is later, the Settlement Award checks, paid from the Escrow Account, will be
22 mailed to PAGA Members along with the Notice. Settlement Award checks shall remain valid
23 and negotiable for 90 calendar days from the date of issuance and will be cancelled by the
24 Settlement Administrator if not cashed within that time. The checks provided to PAGA Members
25 shall prominently state the checks will expire in 90 calendar days, or alternatively, such a
26 statement may be made in the explanatory notice accompanying the check. PAGA Members
27 shall be bound by the Settlement whether or not they cash a Settlement Award Check.

1 18. Any unclaimed funds in the Settlement Administrator's account as a result of a
2 failure to timely cash a settlement check shall be handled by the Settlement Administrator and be
3 issued to the California Department of Unclaimed Property.

4 RELEASED CLAIMS

5 19. Upon approval by the Court of this Stipulation of Settlement, each PAGA
6 Member, including Plaintiff, and the State of California fully releases and discharges Joel Choe,
7 Defendant, its present and former parents, owners, members, affiliated or related companies,
8 shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns,
9 and any individual or entity which could be jointly liable with Defendant ("Released Parties"),
10 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses,
11 attorneys' fees, damages, interest, penalties, action or causes of action of any nature under state,
12 federal or local law arising out of the facts alleged in the Complaint and the LWDA Notice
13 Letters relating to the PAGA cause of action, and any other PAGA claims that were raised or
14 could have been raised or relate to those that were raised in the LWDA Notice Letters and
15 Lawsuit including without limitation all claims for unpaid wages and overtime, representative
16 claims, business expenses, restitution, conversion, injunctive relief, declaratory relief and other
17 equitable relief, liquidated damages, waiting-time penalties, penalties, unfair competition,
18 unlawful business practices, unfair business practices, fraudulent business practices, other
19 compensation or benefits including 401(k) benefits or matching benefits, retirement or deferred
20 compensation benefits claimed on account of alleged unpaid wages, any other related claims
21 and/or penalties, including but not limited to Labor Code sections 201-203, 226, 226(a), 226.7,
22 246, 432, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1198.5 and 2802, as well as IWC Wage Order
23 4, codified as Title 8, California Code of Regulations, section 11040 et seq., from April 9, 2019
24 through and including the date of entry of Final Order and Judgment approving of the Settlement
25 and dismissing the action ("PAGA Released Claims"). By and through this Settlement each
26 PAGA Member and the State of California forever agrees he/she shall not be entitled to pursue,
27 accept or recover damages for any PAGA Released Claims against the Released Parties from
28 April 9, 2019 through and including the date of approval of entry of Final Order and Judgment

1 approving of the Settlement and dismissing the action.

2 PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA SETTLEMENT

3 20. The Parties shall promptly submit this Stipulation of Settlement to the Court
4 within one week of all signatures being obtained and no later than March 24, 2021. This
5 Settlement shall remain confidential until filed with the Court. Plaintiff shall provide Defendant
6 the opportunity to review all pleadings before filing with the Court by emailing the pleadings to
7 Defendant's counsel at least five (5) court days before filing. Promptly upon execution of this
8 Stipulation of Settlement, Plaintiff shall apply to the Court for entry of an order approving the
9 PAGA Settlement consistent with the terms provided herein.

10 21. The PAGA Representative and PAGA Counsel agree to certify destruction of all
11 Defendant and employee documents, lists and data in all forms and formats (originals and
12 copies), with the exception of her own personnel records, within thirty (30) calendar days from
13 the Effective Date of the Settlement under Paragraph 14(b) above.

14 PARTIES' AUTHORITY

15 22. The signatories hereto hereby represent that they are fully authorized to enter into
16 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

17 MUTUAL FULL COOPERATION

18 23. The Parties agree to fully cooperate with each other to accomplish the terms of this
19 Stipulation of Settlement, including but not limited to, execution of such documents and taking
20 such other action as reasonably may be necessary to implement the terms of this Stipulation of
21 Settlement. Once the Settlement is final and effective, the Parties agree to seek final dismissal of
22 the Lawsuit. The Parties to this Stipulation of Settlement shall use their best efforts, including all
23 efforts contemplated by this Stipulation of Settlement and any other efforts that may become
24 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the
25 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,
26 PAGA Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all
27 necessary steps to secure the Court's final approval of this Stipulation of Settlement. The Parties
28 agree that Mediator David Sarnoff shall have final and binding authority to resolve any disputes

1 between the Parties in the course of preparing final Settlement documents and be compensated by
2 the Parties, who shall share the costs evenly, for any such work.

3 NO PRIOR ASSIGNMENTS

4 24. The Parties and their counsel represent, covenant and warrant that they have not
5 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
6 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
7 action or right herein released and discharged except as set forth herein.

8 NO ADMISSION

9 25. Nothing herein shall constitute any admission by Defendant of wrongdoing or
10 liability, or of the truth of any factual allegations in the Lawsuit. Nothing herein shall constitute
11 an admission by Defendant that the Lawsuit was properly brought as a representative action other
12 than for settlement purposes. To the contrary, Defendant has denied and continues to deny each
13 and every material factual allegation and alleged claim asserted in the Lawsuit. To this end, the
14 settlement of the Lawsuit, the negotiation and execution of this Stipulation of Settlement, and all
15 acts performed or documents executed pursuant to or in furtherance of this Stipulation of
16 Settlement or the settlement are not, shall not be deemed to be, and may not be used as, an
17 admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of
18 any of the factual allegations in the Lawsuit; and are not, shall not be deemed to be, and may not
19 be used as, an admission or evidence of any fault or omission on the part of Defendant in any
20 civil, criminal or administrative proceeding any court, administrative agency or other tribunal.

21 NOTICES

22 26. Unless otherwise specifically provided herein, all notices, demands or other
23 communications given hereunder shall be in writing and shall be deemed to have been duly given
24 as of the third business day after mailing by United States registered or certified mail, return
25 receipt requested, addressed as follows:

26 To Plaintiff and the Settlement Group:

To Defendant:

27 Eric Yaeckel
28 Sullivan & Yaeckel Law Group, APC

Victoria R. Carradero
Curley, Hurtgen & Johnsrud LLP

1 2330 Third Avenue
2 San Diego, CA 92101
3 Telephone: 619. 702.6760
4 Facsimile: 619.702-6761

4400 Bohannon Drive, Ste. 230
Menlo Park, CA 94025
Telephone: 650.600.5300
Facsimile: 650.323-1002

5 CONSTRUCTION

6 27. The Parties hereto agree that the terms and conditions of this Stipulation of
7 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and
8 through a third-party mediator, and this Stipulation of Settlement shall not be construed in favor
9 of or against any party by reason of the extent to which any party or his, her or its counsel
10 participated in the drafting of this Stipulation of Settlement. All Parties have contributed to the
11 preparation and drafting of this Settlement Agreement.

12 CAPTIONS AND INTERPRETATIONS

13 28. Paragraph titles or captions contained herein are inserted as a matter of
14 convenience and for reference, and in no way define, limit, extend or describe the scope of this
15 Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is
16 contractual and not merely a recital.

17 MODIFICATION

18 29. This Stipulation of Settlement may not be changed, altered or modified, except in
19 writing and signed by the Parties hereto and approved by the Court. This Stipulation of
20 Settlement may not be discharged except by performance in accordance with its terms or by a
21 writing signed by the Parties hereto.

22 INTEGRATION CLAUSE

23 30. This Stipulation of Settlement contains the entire agreement between the Parties
24 relating to the settlement transaction contemplated hereby, and all prior or contemporaneous
25 agreements, understandings, representations and statements, whether oral or written and whether
26 by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived
27 except in writing.

28 BINDING ON ASSIGNS

1 31. This Stipulation of Settlement shall be binding upon and inure to the benefit of the
2 Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

3 PAGA MEMBER SIGNATORIES

4 32. It is agreed that because the PAGA Members are numerous, it is impractical to
5 have each PAGA Member execute this Stipulation of Settlement.

6 COUNTERPARTS

7 33. This Stipulation of Settlement may be executed in counterparts and by facsimile
8 signatures, and when each party has signed and delivered at least one such counterpart, each
9 counterpart, including email and PDF versions, shall be deemed an original and, when taken
10 together with other signed counterparts, shall constitute one Stipulation of Settlement binding
11 upon and effective as to all Parties.

12 NO PUBLICITY MEDIA AND PRESS COMMUNICATIONS

13 34. The PAGA Representative and PAGA Counsel agree that they will not publicize
14 this litigation or this Settlement in any manner. The PAGA Representative and PAGA Counsel
15 agree that they will not issue any press releases, initiate any contact with the press, respond to any
16 press inquiry, or have any communication with the press about this case. If contacted by the press
17 or media, Plaintiff and PAGA Counsel may only state that the case has been resolved. The
18 PAGA Representative and PAGA Counsel will not post any information regarding this
19 Settlement on their respective websites or otherwise publicize the Settlement or information about
20 the Lawsuit. The PAGA Representative will refrain from discussing the terms or the fact of this
21 Settlement with third parties other than: (1) her immediate family members; and (2) her
22 accountants or lawyers as necessary for tax purposes. If she is asked by any person or entity
23 about the matter, she may only state that the case has been resolved.

24 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
25 Joint Stipulation of Settlement and Release between Plaintiff and Defendant as of the date(s) set

26
27 //

28 //

1 forth below:

2 **PLAINTIFF AND PAGA REPRESENTATIVE**

3 Dated: _____

PLAINTIFF ASHLEY HAGUE

4 By _____
5 ASHLEY HAGUE

6
7 **PAGA COUNSEL**

8 Dated: _____

SULLIVAN & YAECKEL LAW GROUP,
APC

9
10 By _____
11 ERIC K. YAECKEL
12 Attorneys for Plaintiff and PAGA Counsel

13
14 **DEFENDANT**

15 Dated: 3/18/21

DEFENDANT HILLTOP RADIOLOGY LLC

16 By _____
17 JOEL CHOE

18
19 **DEFENDANT'S COUNSEL**

CURLEY, HURTGEN & JOHNSRUD LLP

20
21 Dated: 3/26/2021

22 By Victoria R. Carradero
23 VICTORIA R. CARRADERO
24 Attorneys for Defendant Hilltop Radiology

1 forth below:

2 PLAINTIFF AND PAGA REPRESENTATIVE

3 Dated: 03/23/21

PLAINTIFF ASHLEY HAGUE

4 By Ashley Hague

5 ASHLEY HAGUE

6
7 PAGA COUNSEL

8 Dated: 3-25-21

SULLIVAN & YAECKEL LAW GROUP,
APC

9 By Eric K. Yaeckel

10 ERIC K. YAECKEL

11 Attorneys for Plaintiff and PAGA Counsel

12
13
14 DEFENDANT

15 Dated: _____

DEFENDANT HILLTOP RADIOLOGY LLC

16 By _____

17 JOEL CHOE

18
19 DEFENDANT'S COUNSEL

CURLEY, HURTGEN & JOHNSRUD LLP

20
21 Dated: _____

22 By _____

VICTORIA R. CARRADERO

23 Attorneys for Defendant Hilltop Radiology

1 **EXHIBIT A**

2 **NOTICE OF PAGA SETTLEMENT**

3 *Ashley Hague v. Hilltop Radiology LLC*
4 (Superior Court of the State of California for the County of Contra Costa,
Case No. C20-01132

5 [Settlement Administrator]
6 [Name]
[Address]

7
8 [Name]
9 [Address]

10 You are receiving this Notice because of a lawsuit brought by Ashley Hague
11 ("Plaintiff"), against Hilltop Radiology LLC ("Defendant"), for civil penalties pursuant to the
12 Private Attorneys General Act, California Labor Code § 2698 et seq. ("PAGA"). Plaintiff
13 claimed that she and other California employees of Defendant were, during their employment,
denied proper overtime wages, minimum wages, meal and rest breaks, accurate itemized wage
statements, timely payment of wages upon separation of employment, and reimbursement of
business expenses.

14 Defendant strongly denies these claims and denies that it owes any penalties. To avoid
15 further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case.
16 The settlement resolves and releases all the claims that were asserted and could have been
17 asserted in the lawsuit on behalf of all non-exempt employees who worked in California at the
Hilltop Radiology LLC facility at any time during the period from April 9, 2019 through and
including _____, 2021 ("PAGA Member").

18 According to Defendant's records, you are a PAGA Member and are therefore entitled to
19 a share of the settlement. Enclosed with this Notice is your settlement check. The settlement
20 check shall remain valid for ninety (90) days. Checks remaining un-cashed for more than 90
days after issuance will be tendered to the California Department of Unclaimed Property within
fourteen (14) calendar days from the date on which PAGA Members' checks become void.