

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Diana Lopez (“Plaintiff” or “Lopez”) and defendant White Memorial Medical Center (“White Memorial” or “Defendant”). Plaintiff and White Memorial collectively are referred to in this Agreement as the “Parties.”

I. RECITALS

Complaint and Amendments

1. On November 13, 2020, Lopez filed her individual lawsuit against Defendant in Los Angeles Superior Court, case no. 20STCV43586. Specifically, Lopez asserts claims against Defendant for (1) race/color/ethnicity/national origin discrimination in violation of FEHA; (2) disability discrimination in violation of the FEHA; (3) race/color/ethnicity/national origin harassment in violation of FEHA; (4) retaliation in violation of FEHA; (5) failure to prevent discrimination, retaliation or harassment in violation of FEHA; (6) retaliation/discrimination for utilizing FMLA/CFRA; (7) rest period pay, meal period pay, interest, attorneys’ fees, costs & penalties pursuant to California Labor Code §§ 218.5, 218.6, 226.7, and 512; (8) failure to pay overtime wages; (9) violation of California Business & Professions Code §17200; (10) assault; and (11) violation of Labor Code §1102.5. The parties stipulated to arbitration and Lopez filed her claims in arbitration with JAMS. (the “Lopez Arbitration.”)

2. On September 24, 2020, Plaintiff sent notice to the Labor & Workforce Development Agency (“LWDA”) alleging various Labor Code violations by Adventist Health System West seeking, on behalf of the State of California, to represent current and former case managers of Adventist Health in California for missed meal and rest periods. On November 1, 2020, Plaintiff sent an “Amended PAGA Letter” to the LWDA alleging various Labor Code violations by Adventist Health and seeking, on behalf of the State of California, to represent current and former case managers of Adventist Health for an additional claim of uncompensated work time. On January 5, 2021, Plaintiff sent a “Second Amended PAGA Letter” to the LWDA, seeking to represent current and former nonexempt employees of Adventist Health for uncompensated work time. And, on January 15, 2021, Plaintiff sent a “Third Amended PAGA Letter” to the LWDA alleging that White Memorial had failed to pay all nonexempt employees for uncompensated work time, including but not limited to, time spent undergoing pre-shift screenings for exposure to COVID-19.

3. On May 24, 2021, Plaintiff filed a second lawsuit against White Memorial in Los Angeles Superior Court, Case No. 21STCV19484 (the “PAGA Action”). Plaintiff asserts claims against White Memorial on behalf of the State of California and other Aggrieved Employees to recover civil penalties under Labor Code section 2698 et seq. for (1) unpaid overtime in violation of California Labor Code §§ 200 *et seq.*, 510, 558, 1194; (2) final wages not timely paid in violation of California Labor Code §§ 201, 202 and 203; (3) wages not timely paid during employment in violation of California Labor Code §§ 204 and 210; and (4) inaccurate wage statements in violation of California Labor Code §§ 226 and 226.3. Plaintiff also alleges additional claims on behalf of current and former case managers for (1) unpaid meal period

premiums in violation of California Labor Code §§ 226.7 and 512; and (2) unpaid rest period premiums in violation of California Labor Code §§ 226.7 and 512.

4. On July 15, 2021, Defendant filed its Answer in the PAGA action, denying Plaintiff's allegations and asserting affirmative defenses.

5. The Parties engaged in written discovery. Plaintiff served Employment Form interrogatories, two sets of Special Interrogatories, and two sets of Requests for Production of Documents to Defendant. Defendant served Requests for Production of Documents to Plaintiff. The Parties also took depositions. Plaintiff took the deposition of one of White Memorial's witnesses, and Defendant took Plaintiff's deposition.

6. On January 31, 2023, the Parties engaged in mediation with an experienced mediator, Mariam Zadeh, Esq., but were unable to reach a settlement.

7. On May 5, 2023, Defendant filed a motion for summary judgment or, in the alternative, summary adjudication. On July 6, 2023, Plaintiff filed her opposition to Defendant's motion.

8. Over the course of several months of negotiations and with the continued assistance of the mediator, the Parties reached a settlement of the PAGA Action on behalf of the State of California and all nonexempt employees employed by White Memorial from March 16, 2020 ("Aggrieved Employees"), the terms of which are memorialized in this Agreement, and the Lopez Arbitration, the terms of which are memorialized in a separate confidential agreement.

9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the PAGA Action have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on the asserted claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

10. Pursuant to Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees under PAGA (defined in Section 8 for the purposes of this Action) must be distributed as follows: Seventy-Five Percent (75%) to the State and Twenty-Five Percent (25%) to the Aggrieved Employees.

11. Labor Code section 2699(1)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part." Accordingly, the Parties hereby seek approval from this Court of the Settlement Agreement pursuant to California Labor Code section 2699(1)(2).

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

II. SETTLEMENT TERMS AND CONDITIONS

12. **Gross Settlement Amount.** Defendant will cause to be paid up to a maximum of One Million and Fifty Thousand Dollars (\$1,050,000) ("Gross Settlement Amount") in full and final satisfaction of the PAGA Action. The Gross Settlement Amount shall be divided among

the following: (a) the PAGA Penalties Fund, (b) Plaintiff's Approved Attorneys' Fees and Costs, (c) Plaintiff's Service Award, and (d) Settlement Administration Costs.

13. **PAGA Penalties Fund.** Individuals employed by Defendant in California and who were classified as hourly, non-exempt employees any time from March 20, 2020 through October 17, 2022 (the "Settlement Period") are "Aggrieved Employees." The PAGA Penalties Fund shall be equal to the total Gross Settlement Amount, less (a) the court-approved Attorneys' Fees and Costs Award, (b) the court-approved Service Award payable to Plaintiff (i.e., \$2,500), and (c) all Settlement Administration Costs payable to the Settlement Administrator. The PAGA Penalties Fund will be paid to Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA"), in the proportions set forth below, in full and final satisfaction of the Settled Claims. Pursuant to California Labor Code section 2699(i), Seventy-Five Percent (75%) of the PAGA Penalties Fund Will be paid to the LWDA. The remaining Twenty-Five Percent (25%) of the PAGA Penalties Fund Will be paid to all Aggrieved Employees according to the following formula:

(a) The Third Party Administrator ("TPA") will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use one of the following formulas based on the different claims alleged for the Aggrieved Employee populations:

(1) **Employees Other Than Care or Case Managers:** Individual Aggrieved Employee Settlement Payment = [twenty-five percent (25%) of PAGA Penalties Fund] x ([Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period x (1.0 if the Individual Aggrieved Employee was never a Care or Case Manager during the Settlement Period)]; or

(2) **Care or Case Managers:** Individual Aggrieved Employee Settlement Payment = [twenty-five percent (25%) of PAGA Penalties Fund] x ([Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period x (1.1 if the Individual Aggrieved Employee was a Care or Case Manager during the Settlement Period)]).

14. **Plaintiff's Approved Attorneys' Fees and Costs.** In full satisfaction of all claims Plaintiff may have for attorneys' fees, litigation costs, and expenses arising out of the PAGA Action, and subject to approval by the Court, the Parties agree that Plaintiff's Counsel may seek payment from the Settlement Fund for up to Three Hundred Forty-Six Thousand Five Hundred Dollars (\$346,500) in attorney fees, and incurred costs and expenses in an amount not to exceed Twelve Thousand Dollars (\$12,000) ("Plaintiff's Approved Attorneys' Fees and Costs"). If the Court approves less than the requested amount or Plaintiff's Counsel's incurred costs of less than these amounts, the remainder will be retained in the PAGA Settlement Fund for distribution to Aggrieved Employees and the LWDA.

15. **Service Award and General Release by Plaintiff.** In exchange for the general release provided herein, Defendant agrees that Plaintiff may receive from the Gross Settlement Amount a service award of up to the total sum of Two Thousand Five Hundred Dollars (\$2,500) ("Service Award"). In exchange for this Service Award, Plaintiff on behalf of herself, her heirs, representatives, successors and assigns hereby fully and finally releases and discharges Defendant, its parents, subsidiaries, affiliates and related entities and its respective past and present stockholders, members, managers, directors, officers, employees, attorneys, insurers, agents, representatives, administrators, successors and assigns (collectively the "Released Parties"), from and of any and all claims, demands, obligations, causes of action, rights, liabilities, promises, agreements, debts, losses, controversies, actions, suits, judgments, damages, restitution, penalties, interest, liens, expenses, attorneys' fees, expert fees, and costs, all of any nature whatsoever, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, asserted or unasserted, which Plaintiff ever had, now have, or hereafter may have against the Released Parties, or any of them, from the beginning of time up until the Effective Date. This general release includes, but is not limited to any and all claims whether based in equity or at law, including without limitation any federal, state or local statute, code, regulation, rule, ordinance, constitution, order or at common law; any claim for unpaid wages, penalties, expenses, bonuses, sick leave, holiday pay, vacation pay, benefits; any claim for wrongful termination, constructive discharge, breach of contract, breach of implied covenant of good faith and fair dealing, breach of public policy, libel, slander, defamation, retaliation, discrimination, harassment, unfair practices, violation of the right of privacy, interference with contract or prospective economic advantage, and emotional distress; and any claim relating to Plaintiff's employment with Defendant or the conclusion of that employment. This general release does not release any claim for workers compensation benefits, unemployment compensation benefits, or breach of this Settlement Agreement nor does it release the right to enforce this Settlement Agreement or obtain payment of the Settlement Amount. This release does not prevent Plaintiff from filing a charge or complaint with a government agency against the Released Parties, however, it does prevent Plaintiff from making any individual or personal recovery against any of the Released Parties, including the recovery of money damages, reinstatement or other legal or equitable relief, as a result of filing such a charge or complaint, with the exception of any right to receive an award for information provided to the Securities and Exchange Commission.

16. By executing this Settlement Agreement, Plaintiff will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

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.

If the Court should award less than the maximum amount for a Service Award, the difference between the amount awarded and the maximum allotment will be included in PAGA Settlement Fund, but the general release in this Section shall not be affected.

17. **Settlement Administration Costs.** The Parties have mutually agreed to ask the Court to appoint ILYM GROUP INC as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and calculating and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Absent mutual written agreement of the Parties, Settlement Administration Costs shall not exceed Fifteen Thousand Nine Hundred Fifty Dollars (\$15,950) (the "Settlement Administration Costs"). In the event Settlement Administration Costs exceed \$15,950, such additional costs shall be deducted from the Gross Settlement Amount.

18. **Court Approval of the Settlement and Distribution of Settlement Payments.** The Parties will present this Settlement Agreement to the Court and the LWDA pursuant to California Labor Code section 2699(1)(2), and shall request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment"). It shall be the responsibility of Plaintiff's counsel to file a motion seeking approval of the Settlement. Defendant shall not oppose any motion seeking approval of the Settlement, provided such motion is consistent with the terms of this Settlement Agreement. Consistent with the requirements of California Labor Code section 2699(1)(3), Plaintiff shall submit to the LWDA a copy of the Court's final Order and Judgment within ten (10) days of the entry of such Order and Judgment.

19. **List of Aggrieved Employees.** Within fourteen (14) calendar days after entry of the Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employee's full name; most recent mailing address and telephone number; Social Security number; and the start and end date of employment during which each Aggrieved Employee worked during the Settlement Period; and will identify whether the employee worked as a care or case manager during the relevant period. The Settlement Administrator shall hold and maintain all Aggrieved Employee information provided by Defendant and its Counsel in strict confidence, shall not share the information with Plaintiff's counsel or any other attorneys, shall safeguard it against theft or misuse, and shall use it only for the purposes of this Settlement and no other purpose.

20. **Funding of the Settlement.** Within fourteen (14) calendar days of the Effective Date, Defendant shall fund the Gross Settlement Amount by depositing the money into a qualified settlement fund to be established by the Settlement Administrator. "Effective Date" means the date after which the Settlement is approved and the Court's Judgment becomes final and no longer subject to timely post-judgment motion or appeal ("Judgment"). The Court's Judgment "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered); (ii) the date affirmance of an appeal of the Judgment becomes final under the California Code of Civil Procedure and California Rules of Court; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment. Within fourteen (14) calendar days of the deposit of the

Settlement Consideration with the Settlement Administrator, the Settlement Administrator will issue the payments provided for by this Settlement Agreement to: (a) the Aggrieved Employees; (b) the LWDA; (c) Plaintiff; (d) Plaintiff's Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

21. **Settlement Payments to Aggrieved Employees.** The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund ("Settlement Check"). Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Settlement Checks returned as non-deliverable on or before the check cashing deadline 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 will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Settlement Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement Checks by the Settlement Administrator will be tendered to the unclaimed property fund maintained by the Office of the Controller of the State of California. All payments to Aggrieved Employees, Plaintiff, and Plaintiff's Counsel will be treated as miscellaneous income for which IRS Forms 1099 will be issued. The Settlement Administrator shall maintain records of all payments made to Aggrieved Employees (including those made to the unclaimed property fund) and attest to the terms of its compliance with this Settlement Agreement in a form approved by Defendant's counsel and Plaintiff's Counsel, and inform Defendant and its counsel of the names of any Aggrieved Employees whose portion of the Settlement Consideration were delivered to the unclaimed property fund. The delivery of any Aggrieved Employee's portion of the Settlement Consideration to the unclaimed property fund shall not impact the release provided in Section 22, which shall remain binding on any such Aggrieved Employee. The Settlement Administrator shall defend and indemnify the Parties and their respective counsel as to any and all claims pertaining to any claimed failure to make the required payments pursuant to this Settlement as approved by the Court, any taking or inappropriate use or sharing of Aggrieved Employee information, and any breach of its obligations pursuant to this Agreement.

22. **Settled Claims and Limited Release by Aggrieved Employees.** Upon entry of the Order and Judgment, the LWDA and each Aggrieved Employee, shall and hereby does fully and finally release and forever discharge the Released Parties of and from any and all claims for PAGA penalties under the California Labor Code (including, without limitation, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194), California Industrial Welfare Commission Wage Orders, regulations, and other provisions of law that were alleged or which could have been alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts alleged in the Action and Plaintiff's letters to the LWDA, from the beginning of time up to the Effective Date ("Settled Claims"). Aggrieved Employees, other than Plaintiff, will not be deemed to have released individual wage and hour claims by virtue of this Settlement.

23. **No Credit Toward Benefit Plans.** Payments to Aggrieved Employees, including Plaintiff, will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

24. **No Prior Assignments.** The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

25. **Procedures in the Event of Non-Approval of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided in Sections 12 and 13; or (ii) the Settlement does not become final for any other reason, the Parties shall cooperate in good faith to agree on amended Settlement terms sufficient to accommodate the Court's grounds for not granting approval of the Settlement. If the Parties are unable to agree on amended Settlement terms to present to the Court for approval, the Parties agree to submit to mediation for the purpose of reaching such an agreement. Plaintiff and Defendant shall evenly split the cost of any such mediation.

26. **Judgment and Continued Jurisdiction.** After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

27. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

28. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

29. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

30. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

31. **California Law Governs.** All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California

32. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign, PDF, etc.), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

33. **Acknowledgment that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length mediation and negotiations by experienced counsel. The Parties further 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 Settlement.

34. **Waiver of Certain Appeals.** The Parties agree to waive appeals; except, however, that Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court. The Parties agree that any reduction in Attorneys' Fees or Costs by the Court is not a material term to this Agreement and will not affect the enforceability of the Agreement or the Releases contained herein.

35. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

36. **Captions.** The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

37. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

38. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

39. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

40. **Limitation on Public Statements About Settlement.** Neither Plaintiff's Counsel nor Defendant's Counsel shall publicize the Settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. Plaintiff and Plaintiff's Counsel and Defendant and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiff or Plaintiff's Counsel or Defendant or Defendant's Counsel receive an inquiry about the Settlement from the media, they may respond only after the Motion for Approval has been filed and only by confirming the accurate terms of the Settlement. Nothing in this provision shall prevent Defendant or Plaintiff from making any required disclosures.

III. MISCELLANEOUS TERMS

41. **No Admission of Liability.** Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendant of any liability or wrongdoing as to Plaintiff or any other person, and Defendant specifically disclaim any such liability or wrongdoing. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit.

- a. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

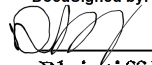
- b. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

42. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no prior written or oral representations, warranties, covenants, agreements or inducements have been made to any Party concerning this Agreement other than the representations, warranties, covenants, and inducements expressly stated in this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 10/20/2023

DocuSigned by:

 Plaintiff Diana Lopez

Dated: _____

 [name]
 For Defendant White Memorial Medical Center

Dated: 10/20/23

 
 Michael Baltaxe
 Sottile Baltaxe
 Attorney for Plaintiff Diana Lopez

Dated: _____

 Sheryl Skibbe
 Vedder Price (CA), LLP
 Attorney for Defendant White Memorial Medical Center