

CLASS AND PAGA ACTION SETTLEMENT AND RELEASE

Plaintiffs, Louis Ames, James Guiffrida, Maritza Mora and Linda Richardson (collectively “Plaintiffs”) and Defendant, San Antonio Regional Hospital (“Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) agree to settle the Action, subject to the terms and conditions below, through this Class and PAGA Action Settlement and Release (“Settlement” or “Agreement” or “Settlement Agreement”).

I. DEFINITIONS

1. “Action” means, collectively:

(a) the Class Action and California Private Attorneys General Act (“PAGA”) lawsuit entitled, *Louis Ames and James Guiffrida, et al. v. San Antonio Regional Hospital, et al.*, Case No. CIVDS2018953, pending in the Superior Court of the State of California for the County of San Bernardino, and the letter providing notice to the Labor and Workforce Development Agency (“LWDA”) on behalf of Plaintiff Louis Ames of certain violations of the California Labor Code Plaintiff Louis Ames alleges were committed by Defendant, which letter was submitted to the LWDA on September 10, 2020, February 3, 2021 (amended), July 20, 2021 (amended), October 19, 2021 (amended) (the “Ames Action”);

(b) the Class Action lawsuit entitled *Martiza Mora, et al. v. San Antonio Regional Hospital, et al.*, Case No. CIVSB2120211, pending in the Superior Court of the State of California for the County of San Bernardino (the “Mora Class Action”);

(c) the PAGA Action entitled *Martiza Mora, et al. v. San Antonio Regional Hospital, et al.*, Case No. CIVSB2127431, pending in the Superior Court of the State of California for the County of San Bernardino, and the letter providing notice to the LWDA on behalf of Plaintiff Maritza Mora of certain violations of the California Labor Code Plaintiff Martiza Mora alleges were committed by Defendant, which letter was submitted to the LWDA on July 12, 2021 (the “Mora PAGA Action”);

(d) the Class Action lawsuit entitled *Linda D. Richardson, et al. v. San Antonio Regional Hospital, et al.*, Case No. CIVSB2224703, pending in the Superior Court of the State of California for the County of San Bernardino (the “Richardson Class Action”); and

(e) the PAGA Action entitled *Linda D. Richardson, et al. v. San Antonio Regional Hospital, et al.*, Case No. CIVSB2302010, pending in the Superior Court of the State of California for the County of San Bernardino, and the letter providing notice to the LWDA on behalf of Plaintiff Linda D. Richardson of certain violations of the California Labor Code Plaintiff Linda D. Richardson alleges were committed by Defendant, which letter was submitted to the LWDA on November 2, 2022 (the “Richardson PAGA Action”);

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsels’ fees incurred in the Action, including through final approval and disbursement of payments under this Settlement and obtaining entry of the

Final Order and Judgment granting final approval of the Settlement, and which attorneys' fees shall not exceed one-third of the Gross Settlement Amount (\$1,666,666.67), plus Class Counsels' actual litigation costs incurred and to be incurred in the Action in an amount up to Eighty Thousand Dollars (\$80,000) (together, Class Counsels' attorneys' fees and litigation costs are "Attorneys' Fees and Costs").

3. "Class Action" collectively means the Class Claims alleged in the Ames Action, the Mora Class Action the Richardson Class Action.

4. "Class Claims" means all claims that arose during the Class Period for wages, benefits, and related penalties actually asserted or that reasonably could have been asserted in the Ames Action, Mora Class Action and Richardson Class Action based on the facts alleged in the Ames Action, Mora Class Action and Richardson Class Action including but not limited to all of the following: (1) violation of Labor Code §§ 200, 201, 202, 203, 204, 210, 246, 510, 558, 1194, 1194.2, 1197, 1198 and IWC Wage Orders (failure to pay wages / failure to pay minimum wages); (2) violation of Labor Code §§ 510 and 1194 and IWC Wage Orders (failure to pay overtime wages); (3) violation of Labor Code §§ 226.7, 512 and IWC Wage Orders (failure to provide required meal periods); (4) violation of Labor Code §§ 226.7 and IWC Wage Orders (failure to permit rest breaks); (5) violation of Labor Code § 246 (failure to provide sick pay); (6) violation of Labor Code §§ 201, 202 and 203 (failure to pay all wages due upon separation of employment / failure to pay timely wages); (6) violation of Labor Code §§ 204 and 226 (failure to furnish accurate wage statements); (7) violation of Labor Code §§ 2800 and 2802 (failure to reimburse all business expenses); and (8) violation of Business and Professions Code § 17200, *et seq.* (violation of unfair competition law).

5. "Class Complaints" collectively mean the Class Action Complaints for Damages filed in the Class Action.

6. "Class Counsel" collectively mean:

(a) Kashif Haque, Samuel A. Wong, and Jessica L. Campbell of Aegis Law Firm, PC, located at 9811 Irvine Center Drive, Suite 100, Irvine, California, 92618 ("Ames' Counsel");

(b) Isam C. Khoury, Michael D. Singer, Jeff Geraci and Rosemary C. Khoury of Cohelan, Khoury & Singer, located at 605 C. Street, Suite 200, San Diego, California, 92101; and Sahag Majarian and Garen Majarian of Law Offices of Sahag Majarian II, located at 18250 Ventura Blvd., Tarzana, California 91356 ("Mora's Counsel"); and

(c) James R. Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk and Ava Issary of James Hawkins APLC, located at 9880 Research Drive, Suite 200, Irvine, California 92618 ("Richardson's Counsel").

7. "Class Member(s)" means all current and former non-exempt employees of Defendant who worked in California at any time during the Class Period.

8. “Class Notice” shall mean the document attached hereto as **Exhibit A**.
9. “Class Period” means the time period beginning January 25, 2018 and ending December 31, 2023.
10. “Class Settlement Payment” is the allocation from the Net Settlement Amount paid to Participating Class Members on a *pro rata* basis based on their Workweeks and does not include the PAGA Employee Payment to PAGA Employees.
11. “Court” means the Superior Court of the State of California for the County of San Bernardino.
12. “Date of Preliminary Approval” means the date the Court enters the Order Granting Preliminary Approval of this Settlement Agreement and the exhibits attached thereto.
13. “Defendant” means Defendant, San Antonio Regional Hospital.
14. “Defendant’s Counsel” means Morgan Lewis & Bockius LLP.
15. “Effective Date” means the date the Final Order and Judgment becomes binding. The Final Order and Judgment becomes binding on the later of: (i) if no Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663, then thirty (30) calendar days after the date the Court enters an order granting Final Approval of the Settlement; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then sixty-one (61) calendar days following the date of final resolution of any challenge to the Final Order and Judgment where the resolution affirms the Final Order and Judgment, assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure § 663, and if a timely appeal is filed, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, unless and until there is no possibility of an appeal or further appeal (by anyone who has the right to, or claims to have the ability to, take an appeal) that could potentially prevent this Settlement Agreement from becoming final and binding.
16. “Final Approval Hearing” means the hearing on Plaintiffs’ motion for judgment and final approval of this Settlement.
17. “Final Order and Judgment” means the final order entered by the Court after the Final Approval Hearing, approving the Settlement and entering judgment pursuant to this Settlement Agreement.
18. “Gross Settlement Amount” means the maximum amount payable by Defendant under this Agreement, inclusive of all payments made to Participating Settlement Employees, to Plaintiffs, to Class Counsel, and to the LWDA in settlement of the California Private Attorneys General Act, Cal. Lab. Code §2698, *et seq.* claims, and to the Settlement

Administrator for Settlement Administration Expenses, which is the sum of Five Million Dollars (\$5,000,000.00), except to the extent the Gross Settlement Amount is modified by the Escalator Clause. Defendant shall separately pay the employers' share of applicable payroll tax obligations on the wage portion of the Class Settlement Payments in addition to the Gross Settlement Amount.

19. "LWDA" means the California Labor and Workforce Development Agency.

20. "LWDA Notice" means the letters providing notice to the Labor and Workforce Development Agency on behalf of Plaintiffs of certain violations of the California Labor Code alleged to have been committed by Defendant.

21. "LWDA PAGA Penalty Amount" is the 75% share (or \$150,000) of the Two Hundred Thousand Dollars (\$200,000) allocated from the PAGA Payment for civil penalties that will be paid to the LWDA.

22. "Net Settlement Amount" is the portion of the Gross Settlement Amount eligible for distribution to Participating Class Members. It equals the Gross Settlement amount less Attorney Fees' and Costs, Plaintiffs' Enhancement, Settlement Administration Expenses, and the PAGA Payment.

23. "Order Granting Preliminary Approval" means the Order entered by the Court substantially in the form attached to Plaintiffs' Motion for Preliminary Approval of this Settlement and preliminarily approving, *inter alia*, the terms and conditions of this Agreement, the manner and timing of providing notice to the Settlement Employees, and the time period for Class Members to opt-out of and/or make objections to the settlement of the Class Claims under this Settlement.

24. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*

25. "PAGA Action" collectively means the PAGA Claims alleged in the Ames Action, the Mora PAGA Action the Richardson PAGA Action and the LWDA Notice.

26. "PAGA Claims" means all claims that arose during the PAGA Period for PAGA civil penalties that were stated or could have been stated based on the facts alleged in the PAGA Action, including but not limited to claims for PAGA civil penalties based on all of the following: (1) violation of Labor Code §§ 200, 201, 202, 203, 204, 210, 226.2, 246, 510, 558, 1194, 1194.1, 1197, 1197.1, and 1198 (failure to timely pay all earned wages, including minimum wage and overtime wages); (2) violation of Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order (failure to provide meal periods); (3) violation of Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order (failure to permit rest breaks); (4) violation of Labor Code § 246 (failure to pay sick pay); (5) violation of Labor Code §§ 204, 226 and 226.3 (failure to provide accurate itemized wage statements); (6) violation of Labor Code §§ 1174 and 1174.5 (failure to maintain accurate and complete records showing); and (7) violation

of Labor Code §§ 2800, 2802 and 2804 (failure to reimburse expenses incurred in the discharge of duties).

27. “PAGA Complaints” mean the Complaints for Enforcement Under the Private Attorneys General Act, California Labor Code §2698, *et seq.* filed in the PAGA Action.

28. “PAGA Employees” means all current and former non-exempt employees of Defendant who worked in California at any time during the PAGA Period.

29. “PAGA Employee Payment” is the 25% share (or \$50,000) of the Two Hundred Thousand Dollars (\$200,000) allocated from the Gross Settlement Amount for PAGA penalties that will be paid to the PAGA Employees on a *pro rata* basis based on their Pay Period(s).

30. “PAGA Payment” means the Two Hundred Thousand Dollars (\$200,000) of the Gross Settlement Amount allocated to the settlement of PAGA Claims which is comprised of the LWDA PAGA Penalty Amount and the PAGA Employee Payment.

31. “PAGA Period” means the period from September 10, 2019 to December 31, 2023.

32. “Participating Class Members” means those Class Members who do not opt out of the Class Claims portion of this Settlement by submitting a timely and valid Request for Exclusion.

33. “Participating Settlement Employees” means all Participating Class Members and PAGA Employees.

34. “Parties” means collectively Plaintiffs and Defendant, as defined herein.

35. “Pay Period(s)” means Pay Periods worked by PAGA Employees during the PAGA Period. PAGA Employees’ Pay Periods were bi-weekly during the PAGA Period.

36. “Plaintiffs” collectively mean Plaintiffs, Louis Ames, James Guiffrida, Maritza Mora and Linda D. Richardson.

37. “Plaintiffs’ Enhancement” means the amount that the Court authorizes to be paid to Plaintiffs, in addition to Plaintiffs’ share of the Class Settlement Payment and the PAGA Employee Payment in recognition of Plaintiffs’ efforts and risks in assisting with the prosecution of the Action and in return for executing a general release with Defendant. Class Counsel will seek up to \$15,000.00 as service awards for each Plaintiff, for which Plaintiffs, Louis Ames, James Guiffrida, Maritza Mora and Linda D. Richardson will each execute a general release with Defendant.

38. “Plaintiffs’ Released Claims” means, with respect to Plaintiffs Louis Ames, James Guiffrida, Maritza Mora and Linda D. Richardson, all known and unknown claims against the Released Parties, including any Released Class Claims and Released PAGA Claims, as well as all other claims under local, state, or federal law, including, but not limited to claims

under California Business & Professions Code section 17200, claims under the California Labor Code (including, but not limited to, claims under the Private Attorneys General Act (“PAGA”)), claims under the Fair Labor Standards Act (“FLSA”), and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, meal and rest periods, itemized wage statements, final pay, accurate recordkeeping, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, the California Family Rights Act, the California Fair Employment and Housing Act, the California Constitution, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Plaintiffs’ relationship, or termination of relationship, with any Released Party through the date of Final Approval for any type of relief. Plaintiffs further covenant that they will not become a member of any other legal actions against the Released Parties, as that term is defined, asserting any of Plaintiffs’ Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law. With respect to Plaintiffs’ Released Claims, Plaintiffs waive their rights under California Civil Code section 1542 which states:

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

39. “Released Class Claims” means the Class Claims that Participating Class Members are fully and irrevocably releasing the Released Parties from in exchange for the consideration provided by this Settlement Agreement, including any and all claims, demands, rights, liabilities, and causes of action under any federal, state or local law, or statute that have been or could have been asserted in the instant Class Action based on the allegations in the operative Class Complaints in the Class Action for the duration of the Class Period, including but not limited to, claims for: (1) violation of Labor Code §§ 200, 201, 202, 203, 204, 210, 246, 510, 558, 1194, 1194.2, 1197, 1198 and IWC Wage Orders (failure to pay wages / failure to pay minimum wages); (2) violation of Labor Code §§ 510 and 1194 and IWC Wage Orders (failure to pay overtime wages); (3) violation of Labor Code §§ 226.7, 512 and IWC Wage Orders (failure to provide required meal periods); (4) violation of Labor Code §§ 226.7 and IWC Wage Orders (failure to permit rest breaks); (5) violation of Labor Code § 246 (failure to provide sick pay); (6) violation of Labor Code §§ 201, 202 and 203 (failure to pay all wages due upon separation of employment / failure to pay timely wages); (6) violation of Labor Code §§ 204 and 226 (failure to furnish accurate wage statements); (7) violation of Labor Code §§ 2800 and 2802, and all other sections of the California Labor Code and California Wage Orders that pertain to unreimbursed business expenses (failure to reimburse all business expenses); and (8) violation of Business and Professions Code § 17200, *et seq.* (violation of unfair competition

law). The time period governing the Released Class Claims shall be the same as the Class Period.

40. “Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, that have been or could have been asserted against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in Plaintiffs’ PAGA Complaints and in the LWDA Notice, including all PAGA claims seeking civil penalties for: (1) violation of Labor Code §§ 200, 201, 202, 203, 204, 210, 226.2, 246, 510, 558, 1194, 1194.1, 1197, 1197.1, and 1198 (failure to timely pay all earned wages, including minimum wage and overtime wages); (2) violation of Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order (failure to provide meal periods); (3) violation of Labor Code §§ 226.7 and 512, and the applicable IWC Wage Order (failure to permit rest breaks); (4) violation of Labor Code § 246 (failure to pay sick pay); (5) violation of Labor Code §§ 204, 226 and 226.3 (failure to provide accurate itemized wage statements); (6) violation of Labor Code §§ 1174 and 1174.5 (failure to maintain accurate and complete records showing); and (7) violation of Labor Code §§ 2800, 2802 and 2804, and all other sections of the California Labor Code and California Wage Orders that pertain to unreimbursed business expenses, and based on or arising from alleged violations of the California Labor Code (failure to reimburse expenses incurred in the discharge of duties). The time period governing the PAGA Released Claims shall be any time during the PAGA Period. The PAGA Released Claims do not release any potential claims for wages or statutory penalties.

41. “Released Parties” means San Antonio Regional Hospital, and its affiliates, divisions, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, managers, supervisors, employees, attorneys, agents, shareholders and/or successors, assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof.

42. “Request for Exclusion” means a timely submitted written request to opt out of the settlement of Class Claims in this Settlement by any Class Member other than Plaintiffs, pursuant to the procedure set forth in Paragraph 72 below.

43. “Response Deadline” is forty-five (45) calendar days from the date the Class Notice is mailed to the Settlement Employees, or in the case of re-mailed Class Notices, sixty (60) days from the date the original Class Notice is mailed to the Settlement Employees.

44. “Settlement Administrator” means CPT Group, Inc. (“CPT”), a third-party class action settlement administrator as agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

45. “Settlement Administration Expenses” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to printing, distributing and tracking documents for this Settlement,

calculating Defendant's employer-side taxes due to be paid on the wage portions of the settlement amounts, calculating estimated amounts to be distributed to the Settlement Employees, distributing the settlement amount as provided for in this Settlement Agreement, providing wiring instructions, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process and effectuate this Settlement, as requested jointly by the Parties or ordered by the Court.

46. "Settlement Agreement" means this Class and PAGA Action Settlement and Release.

47. "Settlement Employees" means all Class Members and PAGA Employees.

48. "Settlement Employee Data" means all information that Defendant provides to the Settlement Administrator that identifies or can be used to identify Settlement Employees, including, without limitation, their last-known names, mailing addresses, phone numbers, employee numbers, and Social Security numbers, and the respective number of Workweeks each Class Member worked during the Class Period and Pay Periods each PAGA Employee worked during the PAGA Period.

49. "Workweek(s)" means weeks worked by Class Members during the Class Period, which Defendant will calculate in a manner that credits one full Workweek for any work week in which the Class Member was clocked in to work as a non-exempt employee during at least one day of that workweek.

II. LITIGATION BACKGROUND

50. On September 10, 2020, Plaintiff Louis Ames submitted his LWDA Notice to the LWDA, and thereafter submitted amended LWDA Notices to the LWDA on February 3, 2021, July 20, 2021, and October 19, 2021. On September 10, 2020, Plaintiff Louis Ames filed his class action and PAGA complaint with the Court. On August 23, 2021, Plaintiff Louis Ames filed his first amended complaint with the Court. On June 14, 2022, Plaintiff Louis Ames and James Guiffrida filed their second amended complaint with the Court, and on March 29, 2023, Plaintiffs, Louis Ames and James Guiffrida filed their third amended complaint with the Court.

51. On July 12, 2021, Plaintiff Maritza Mora submitted her LWDA Notice to the LWDA. On July 30, 2021, Plaintiff Maritza Mora filed her class action complaint with the Court. On September 16, 2021, Plaintiff Martiza Mora filed her PAGA complaint with the Court.

52. On November 2, 2022, Plaintiff Linda D. Richardson submitted her LWDA Notice to the LWDA. On November 3, 2022, Plaintiff Linda D. Richardson filed her class action complaint with the Court. On January 9, 2023, Plaintiff Linda D. Richardson filed her PAGA complaint with the Court.

53. Defendant denies Plaintiffs' Class Claims and PAGA Claims asserted in the Action, and asserts that, during all relevant times, Settlement Employees were properly paid for all hours worked, received all regular and overtime wages to which such Settlement Employees were entitled, received all sick pay to which Settlement Employees were entitled and were provided with compliant meal and rest breaks in accordance with California law. Defendant also asserts that, at all times, Settlement Employees were reimbursed for all business expenses, received wage statements that were compliant with the Labor Code, were timely paid all wages as required under the Labor Code, and that Settlement Employees who ended their employment with Defendant during the Class Period and PAGA Period were properly and timely compensated for all wages due as required by California law. Consequently, Defendant does not believe that any liability to Plaintiffs or Settlement Employees exists, or that Plaintiffs or Settlement Employees are entitled to any recovery. In addition, Defendant contends that Plaintiffs' Class Claims and PAGA Claims are not suitable for class, collective, or representative treatment for purposes other than settlement. Defendant has agreed to resolve the Action via this Settlement Agreement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural, merit, and factual grounds, including, without limitation, the ability to challenge class and representative treatment on any grounds and assert any and all other privileges and potential defenses.

54. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all Released Class Claims and Released PAGA Claims against the Released Parties.

55. It is the intention of the Parties that this Settlement Agreement shall constitute a full and complete settlement and release of the Released Class Claims, Released PAGA Claims and Plaintiffs' Released Claims as to all of the Released Parties.

III. TERMS OF SETTLEMENT

56. **Amendment of the Ames Action Complaint.** In order to effectuate the settlement of the Action and for purposes of this Settlement Agreement only, the Parties have stipulated to have the Mora Class Action, Mora PAGA Action, Richardson Class Action and the Richardson PAGA Action stayed and will request leave from the Court in the Ames Action for Plaintiffs to file a Fourth Amended Complaint (or "Consolidated Complaint") in the Ames Action, which will add Plaintiffs, Maritza Mora and Linda D. Richardson as named Plaintiffs against Defendant, and will combine the Class Claims and PAGA Claims from the Mora Class Action, Mora PAGA Action, Richardson Class Action and the Richardson PAGA Action as against Defendant. Should the Court issue an Order Granting Preliminary Approval, the proposed Consolidated Complaint shall be deemed filed, and the Parties agree to waive any requirement that Defendant respond to the Consolidated Complaint, unless ordered by the Court. Following the Effective Date, Class Counsel will promptly file dismissals of the Mora Class Action, Mora PAGA Action, Richardson Class Action and the Richardson PAGA Action as to those entire actions. In the event the Court does not issue a Final Order and Judgment and the Effective Date does not occur, the Third Amended Complaint in the Ames Action shall be reinstated *nunc pro tunc*, reflecting its status prior to the filing of any Consolidated Complaint, and the stays in

the Mora Class Action, Mora PAGA Action, Richardson Class Action and the Richardson PAGA Action will be lifted.

57. **Non-Admission.** Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, shall be construed to be or deemed an admission by the Released Parties of any liability, culpability, or wrongdoing toward the Plaintiffs, the Settlement Employees, or any other person, and Defendant specifically disclaims any liability, culpability, or wrongdoing toward the Plaintiffs, the Settlement Employees, or any other person, or that class certification or a representative action is appropriate in the Action or any other matter. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. This Settlement Agreement and any communications, papers, or orders related to the Settlement Agreement may not be cited or otherwise admitted as evidence of liability or that class certification is appropriate or that a representative action could ever be manageably tried before a court. There has been no final determination by any court as to whether a class should be certified, or whether the representative claims can manageably be adjudicated, other than for settlement purposes only. Furthermore, nothing in this Settlement shall be considered any form of waiver of any alternative dispute resolution provisions.

58. **Certification of Class Members as to Class Claims and Approval of Representative Action.** The Parties stipulate to the certification by the Court of a class of Class Members as to all Class Claims asserted in the Class Action for settlement purposes only. The Parties also stipulate to a court forum for purposes of seeking court approval of the settlement of the PAGA Claims. The Parties further stipulate that, for settlement purposes only, Aegis Law Firm, PC, Cohelan, Khoury & Singer, Law Offices of Sahag Majarian II, and James Hawkins APLC, may be preliminarily and conditionally appointed as Class Counsel. Defendant's stipulation to the certification of a class of Class Members and to a representative action for PAGA Employees shall not be construed as an admission or acknowledgment of any kind that any class should be certified or that any claims should be given class or representative action treatment.

59. **Non-Approval By The Court.** In the event that this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court:

- a. The Settlement Agreement shall have no force or effect, other than the confidentiality and non-disclosure provisions and the non-admission provisions;
- b. The Settlement Agreement shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
- c. The preliminary certification of the class of Class Members and the approval of a representative action shall become null and void, and the fact that the Parties stipulated to the certification of a class of Class Members and Class Claims, and to approval of representative treatment of the PAGA Claims, for purposes of

this Settlement shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

d. Plaintiffs and Defendant will agree to pay an equal 50% share of any Settlement Administration Expenses incurred, or to be unavoidably incurred by the Settlement Administrator; and

e. None of the Parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the issue of arbitration, class certification, representative treatment, or the merits of Plaintiffs' claims.

60. **Settlement Allocation.** Defendant agrees to pay the Gross Settlement Amount, subject to Court approval, to be distributed according to the following allocations:

a. From the Gross Settlement Amount, Class Counsel may seek from the Court Attorney Fees' and Costs, which Defendant will not oppose if consistent with this Settlement Agreement.

b. From the Gross Settlement Amount, the Parties agree to allocate the payment of Settlement Administration Expenses in a reasonable amount, which amount shall not exceed \$31,000.00.

c. If the Court approves a lesser amount of attorneys' fees, litigation costs, or Settlement Administration Expenses than those sought, any amount disallowed by the Court shall be added to the Net Settlement Amount and distributed to Participating Class Members on a *pro rata* basis based on their Workweeks worked during the Class Period.

d. From the Gross Settlement Amount, the Parties agree to allocate \$200,000 to the PAGA Payment as follows: (1) the \$150,000 LWDA PAGA Penalty Amount, and (2) the \$50,000 PAGA Employee Payment on a *pro rata* basis based on the number of Pay Periods that PAGA Employees worked during the PAGA Period. Defendant shall provide the Settlement Administrator the number of Pay Periods worked by PAGA Employees during the PAGA Period. The number of Pay Periods worked by PAGA Employees shall be determined based on Defendant's employment records. The PAGA Employee Payment shall be treated as miscellaneous income, which shall be reported on an IRS 1099 form without withholdings.

e. From the Gross Settlement Amount, the Parties agree to allocate \$60,000 (or \$15,000 each) to resolve each of Plaintiffs, Louis Ames, James Guiffrida, Maritza Mora and Linda D. Richardson's individual claims they may have against Defendant. Defendant agrees not to oppose or object to Plaintiffs' application to the Court for Plaintiffs' Enhancement. Any amount requested by Plaintiffs for the

Plaintiffs' Enhancement and not granted by the Court shall return to The Net Settlement Amount.

f. The Net Settlement Amount is the balance of the Gross Settlement Amount after payments have been made for Attorneys' Fees and Costs, Settlement Administration Expenses, the PAGA Payment (the LWDA PAGA Penalty Amount and the PAGA Employee Payment), and Plaintiffs' Enhancement. Class Settlement Payments shall be paid from the Net Settlement Amount to the Participating Class Members based on their Workweeks worked during the Class Period.

61. **Objections by Participating Class Members to the Settlement of Class Claims.** Any Class Member who opts out of (requests exclusion from) the settlement of the Class Claims may not object to the Settlement. Any Class Member who does not opt out will become a Participating Class Member and will still be bound by the Settlement even if he/she objects to the Settlement so long as his/her objection is overruled. The procedure for submitting an Objection is described in more detail in Paragraph 71, below.

62. **Opt Outs By Class Members from the Settlement of Class Claims.** Class Members who wish to "opt-out" of and be excluded from the Settlement of the Class Claims must submit a written Request for Exclusion to the Class Claims aspects of the Settlement, as described in more detail in Paragraph 72, below. Even if a Class Member opts out of the settlement of the Class Claims, if he/she is also a PAGA Employee, he/she shall be deemed to have fully, finally, and forever released the Released Parties from the Released PAGA Claims as set forth in full in Section VI, below.

63. **Releases.** Upon the Effective Date, all Participating Class Members shall be deemed to have fully, finally, and forever released all Released Parties from the Released Class Claims; all PAGA Employees shall be deemed to have fully, finally, and forever released all Released Parties from the Released PAGA Claims as set forth in full in Section VI, below; and Plaintiffs shall be deemed to have fully, finally, and forever release all Released Parties from the Plaintiffs' Released Claims.

64. **No Reliance.** All Parties represent that they have not received, and shall not rely on, advice or representations from other parties or their agents or attorneys regarding the tax treatment of payments under federal, state, or local law.

65. **Entry of Judgment.** At the Final Approval Hearing, the Parties will request that the Court, among other things: (a) certify the class of Class Members and Class Claims for purposes of settlement only; (b) enter a Final Order and Judgment; (c) approve the settlement of the Class Claims as fair, adequate, reasonable, and binding on all Participating Class Members; (d) approve the settlement of the PAGA Claims as providing genuine and meaningful relief, consistent with the underlying purpose of the PAGA to benefit the public; (e) approve the Plaintiffs' Enhancement as being fair, adequate, reasonable, and binding on the Parties; and (f) incorporate the terms of this Settlement Agreement into its Final Order and Judgment.

66. **Notice to the LWDA.** In connection with their filing of a motion requesting preliminary approval of the Settlement, Class Counsel shall provide all required notices to the LWDA, including this Settlement Agreement, and of the Final Order and Judgment as required pursuant to Labor Code Section 2699 *et seq.*

IV. SETTLEMENT ADMINISTRATION

67. **Summary of Duties.** The Settlement Administrator shall be responsible for: (a) estimating each Class Member's recovery from the Net Settlement Amount and each PAGA Employee's recovery from the PAGA Employee Payment; (b) preparing and mailing Class Notices with estimated settlement payment amounts to all Settlement Employees, including taking appropriate steps to skip trace, update and locate any individual Settlement Employee whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (c) receiving and serving on Class Counsel, Defendant's Counsel, and the Court, any Requests for Exclusion, and copies of written objections and any withdrawal and rescission statements from Class Members; (d) providing to Class Counsel and Defendant's Counsel a weekly report of activity; (e) establishing a toll-free telephone line and responding to inquiries and requests for information or assistance from Settlement Employees; (f) maintaining the Gross Settlement Amount account at a federally insured banking institution; (g) timely providing Defendant with wiring instructions and the total amount of employer-side taxes due on the wage portions of the settlement; (h) determining and paying the final amounts due to be paid to Settlement Employees after adjustment for funds due to Class Members who opt out of the settlement of Class Claims; (i) preparing and delivering to Settlement Employees necessary tax reporting documents, including Forms W-2 and 1099 where applicable, (j) reporting to Class Counsel, Defendant's Counsel, and the Court regarding the completion of the tasks identified in this paragraph; and (k) carrying out other related tasks in accordance with the terms of this Settlement Agreement.

68. **Certification Reports Regarding Settlement Employees Payment Distribution.** Within seven (7) calendar days after expiration of the Response Deadline, the Settlement Administrator will provide Defendant's Counsel and Class Counsel with a written report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Class Members who have submitted a timely and valid objection to the Settlement, along with copies of all such objections. Additionally, the Settlement Administrator will provide to counsel for the Parties any updated reports regarding the administration of the Settlement Agreement as reasonably requested by a Party.

69. **Use of Settlement Employee Data.** The Settlement Administrator has, and will maintain for as long as it accesses, processes, stores or transmits any Settlement Employee Data supplied by Defendant, a comprehensive, written information security program that complies with applicable law and industry best practices (the "Security Program"). The Security Program will apply to all locations, systems, devices and equipment used by the Settlement Administrator (or any vendors, subcontractors, or third parties retained by the Settlement Administrator) to access, process, store, or transmit Settlement Employee Data ("Administrator Systems"), and it will include physical, administrative, and technical security controls that prevent unauthorized access to, disclosure of, loss of, or use of the Administrator Systems and the Settlement

Employee Data that those Administrator Systems process, store, or transmit. In the event that the Settlement Administrator suspects that any Administrator Systems or Settlement Employee Data that the Administrator Systems or the Settlement Administrator processes, stores, or transmits is subject to any suspected or actual unauthorized access, use, or disclosure, the Settlement Administrator will immediately notify counsel for Defendant. The Settlement Administrator shall use Settlement Employee Data only to the extent necessary to administer the Settlement, shall securely delete Settlement Employee Data when no longer required for that purpose or by law, and shall not disclose Settlement Employee Data to any third party.

70. **Disputes Regarding Workweeks.** The Class Notice will inform Class Members of the number of Workweeks they worked during the Class Period, will inform PAGA Employees of the number of Pay Periods they worked during the PAGA Period, and their estimated Class Settlement Payment and PAGA Employee Payment. Any Class Member or PAGA Employee who disagrees with the Settlement Administrator's estimated calculation of his or her Workweeks and/or Pay Periods provided in the Class Notice may submit a written dispute regarding Workweeks and/or Pay Periods to the Settlement Administrator. In order to be deemed complete, the dispute regarding Workweeks and/or Pay Periods must be in writing and contain the Class Member's and/or PAGA Employee's full name, address, telephone number, and signature. The dispute regarding Workweeks and/or Pay Periods should also attach any documentation the Class Member and/or PAGA Employee has or can provide to support his or her position. In order to be deemed timely, the dispute regarding Workweeks and/or Pay Periods must be mailed to the Settlement Administrator, at the address provided in the Class Notice, postmarked on or before the Response Deadline. The Settlement Administrator will consult with the Parties to determine whether an adjustment to the Class Member's Workweeks and/or PAGA Employee's Pay Periods is warranted. The Settlement Administrator will determine the eligibility for, and the amounts of, any individual Class Settlement Payment or PAGA Employee Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for, and amount of, any Class Settlement Payment and PAGA Employee Payment will be binding upon the Class Member, PAGA Employee, and the Parties.

71. **Objections.** Any Class Member, other than Plaintiffs, may object to the terms of this Settlement, except as to the Released PAGA Claims, by submitting a written "Objection" to the Settlement Administrator at the address provided in the Class Notice, postmarked on or before the Response Deadline, or by appearing at the Final Approval Hearing to object. To be valid, an Objection must include the objecting Class Member's full name, address, telephone number, and signature. The Objection must also include the objecting Class Member's dates of employment with Defendant, the case name and number of the Class Action, the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. If the objecting Class Member is represented by counsel, the Objection must include the name and address of his or her counsel. The Settlement Administrator shall provide Objections, if any, to Class Counsel and Defendant's Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its declaration Regarding Notice and Settlement Administration and file its declaration and attachments with the Court prior to the Final Approval Hearing. Any Participating Class Member who submits an Objection remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any

fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an Objection does not preserve the right to appeal a final judgment. Class Members and PAGA Employees may not object to or opt-out of the settlement with respect to the PAGA Claims. The Parties may file a response to any Objections submitted by Participating Class Members at or prior to the Final Approval Hearing. Participating Class Members shall be permitted to withdraw their Objections in writing by submitting a withdrawal statement to the Settlement Administrator not later than one (1) business day prior to the Court's Final Approval Hearing, or as otherwise ordered by the Court. Any Class Member who desires to object to the Released Class Claims in the Settlement but fails to timely submit a written Objection, or to make an in-person objection at the Final Approval Hearing, waives any right to object and will be foreclosed from making any objection to this Settlement.

72. **Requests for Exclusion.** Any Class Member, other than Plaintiffs, may request to be excluded from the Settlement by submitting a Request for Exclusion to the Settlement Administrator, postmarked on or before the Response Deadline. The Request for Exclusion should state words to the effect of:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE SAN ANTONIO REGIONAL HOSPITAL LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.”

To be valid, any Request for Exclusion must include the full name, address, telephone number, and signature of the Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the address provided in the Class Notice. Any such Request for Exclusion must be made in accordance with the terms set forth in this Agreement and in the Class Notice. A Request for Exclusion will be timely only if postmarked on or before the Response Deadline, unless the Parties otherwise agree in writing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Settlement Agreement with respect to the Released Class Claims, including the right to object, appeal, or comment on the settlement; (ii) will not be entitled to receive a Class Settlement Payment; and (iii) will not be bound by this Settlement Agreement, or the Judgment, with respect to the Released Class Claims. Any PAGA Employee who submits a timely and valid Request for Exclusion will still be subject to the PAGA Released Claims to the fullest extent permitted by law and shall be sent his or her share of the PAGA Employee Payment. Attempted group, class, or subclass requests for exclusions shall be ineffective and disregarded by the Settlement Administrator. Class Members submitting untimely or deficient Requests for Exclusion shall become Participating Class Members, shall be bound by the Settlement, and will receive a Class Settlement Payment. Class Members shall be permitted to rescind their Requests for Exclusion in writing by submitting a rescission statement to the Settlement Administrator not later than five (5) business days prior to the Court's Final Approval Hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept late Requests for Exclusion without the written authorization of the Parties.

73. The Parties shall request that a Final Approval Hearing be set within a reasonable time after the Response Deadline, and no earlier than 90 calendar days after the Motion for Preliminary Approval of Settlement is filed with the Court.

74. No later than thirty (20) court days before the Final Approval Hearing, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a "Declaration Regarding Notice and Settlement Administration" describing its compliance with the terms of this settlement, and performance thereunder, to be filed with the Court by Class Counsel.

75. Class Counsel shall file (after providing Defense Counsel a reasonable opportunity to review and propose revisions) a motion for final approval, memorandum of points and authorities in support of the motion, and any other documents reasonably necessary to obtain the Court's approval of settlement, in advance of the Final Approval Hearing, pursuant to Code or on the date required by the Court.

76. **Administrator's Declaration re Requests for Exclusion and Objections.** If the Court enters an Order Granting Preliminary Approval, then at the resulting Final Approval Hearing, Plaintiffs and Defendant, through their counsel of record, shall address any timely written Objections, if any, from Participating Class Members, and concerns of the Court, if any. At the time of filing of the motion for final approval, the Settlement Administrator will file a full declaration to the Court on all disputes regarding Workweeks, Pay Periods, Requests for Exclusion and Objections received, any evidence submitted in support thereof, and any resolution of said Objections, Requests for Exclusion, and/or disputes regarding Workweeks or Pay Periods arrived at by the Settlement Administrator and/or counsel for the Parties. The Court will consider any unresolved disputes and Objections at the Final Approval Hearing and shall have the right to review and reverse any decision made by the Settlement Administrator.

77. **Final List of Participating Settlement Employee Payments.** When and if the Court enters the Final Order and Judgment, and the Effective Date as defined herein has passed, the Settlement Administrator shall prepare a final list of all Participating Settlement Employees and each of their applicable estimated Class Settlement Payment and/or PAGA Employee Payment. The Settlement Administrator shall calculate applicable federal and state deductions for the Class Settlement Payment and shall include such information in the final list. The Settlement Administrator shall provide this list to the Parties within five (5) court days after the Effective Date. For each Participating Settlement Employee on this list, the Settlement Administrator will issue checks payable to said Participating Settlement Employees.

78. **Calculation of Payments to Settlement Employees.** The Settlement Administrator will calculate *pro rata* Class Settlement Payments to Participating Class Members based on each Participating Class Member's relative percentage of Workweeks worked during the Class Period as reflected in Defendant's internal records. In order to determine each Participating Class Member's relative percentage of Workweeks, the Settlement Administrator will divide the individual Participating Class Member's Workweeks by the total of all Workweeks worked by all Participating Class Members during the Class Period. The Settlement Administrator will then multiply the resulting fraction by the Net Settlement Amount

to arrive at the individual Participating Class Member's Class Settlement Payment. The Settlement Administrator will calculate *pro rata* PAGA Employee Payment to individual PAGA Employees based on each PAGA Employees' relative percentage of Pay Periods worked during the PAGA Period as reflected in Defendant's internal records. In order to determine the *pro rata* share of the PAGA Employee Payment to the PAGA Employees, the Settlement Administrator will divide the individual PAGA Employee's Pay Periods by the total of all Pay Periods worked by all PAGA Employees during the PAGA Period. The Settlement Administrator will then multiply the resulting fraction by the PAGA Employee Amount to arrive at the individual PAGA Employee's PAGA Employee Payment. After deducting from the Gross Settlement Amount the Attorneys' Fees' and Costs, the PAGA Payment (which includes both the LWDA PAGA Penalty Amount and the PAGA Employee Payments paid to the PAGA Employees), Settlement Administration Expenses, and the payment of Plaintiffs' Enhancement for Plaintiffs' Released Claims, the remainder will be the Net Settlement Amount. The Net Settlement Amount will be distributed to Participating Class Members on *pro rata* basis, based on their Workweeks during the Class Period in the manner set forth above in this paragraph.

79. **Allocation of Payments to Settlement Employees.** All Class Settlement Payments to Participating Class Members shall be allocated as follows: (a) one third as wages, (b) one third as penalties, and (c) one third as interest. All PAGA Employee Payments will be allocated entirely to penalties. Defendant is responsible for funding the payment of the employer tax contributions as required by law, separately and in addition to the Gross Settlement Amount. Participating Class Members must pay their own portion of employee-side payroll taxes and all applicable income taxes on the one-third of their Class Settlement Payment that is unpaid wages, and such amounts will be withheld from Class Settlement Payments by the Settlement Administrator. Participating Class Members shall be exclusively liable for any and all tax liability, if any, other than for the employer tax contributions.

80. **Qualified Settlement Fund.** Defendant shall provide payment of the Gross Settlement Amount plus an amount to pay employer's share of payroll taxes to the Settlement Administrator within fifteen (15) court days after the later of the (a) Effective Date; or (b) the date on which the Settlement Administrator provides Defendant's' Counsel with the wiring instructions and total amount of employer-side taxes due on the wage portions of the Gross Settlement Amount. The Settlement Administrator shall create a Qualified Settlement Fund ("QSF"), to be funded by Defendant and administered by the Settlement Administrator.

81. **Timing of Distribution of Settlement Checks.** Within seven (7) court days after Defendant funds the Settlement as set forth herein, the Settlement Administrator shall distribute checks to all Participating Settlement Employees, issue a check to the LWDA for the LWDA PAGA Penalty Amount, pay Plaintiffs' Enhancement, pay itself for the Settlement Administration Expenses, and pay Attorney Fees' and Costs.

82. **Uncashed Settlement Checks.** Participating Settlement Employees shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any Participating Settlement Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the

unclaimed funds to the California State Controller's Office in the name of the Participating Settlement Employee. The release of Released Class Claims and of Released PAGA Claims will be binding upon all Participating Settlement Employees, including those who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a single skip-trace to locate the individual, and notify Defendant's Counsel and Class Counsel of the results. If a new address is located by these means, the Settlement Administrator will have ten (10) business days to undertake a single re-issue of the check. Neither Defendant, Defendant's Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Settlement Employee notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

83. **Declaration of Settlement Administrator Regarding Distributions.** On a date to be determined by the Court after the 180 day check cashing deadline, the Settlement Administrator shall provide a declaration describing all payments that were issued from the Gross Settlement Amount, including the number of uncashed checks, the value of the uncashed checks and the date upon which the funds associated with uncashed checks were transmitted to the State Controller's Office, which will be filed with the Court by Class Counsel and served on all Parties.

V. NOTICE OF SETTLEMENT

84. Within thirty (30) calendar days after the Date of Preliminary Approval by the Court, Defendant shall provide to the Settlement Administrator the Settlement Employee Data. As set forth in Paragraphs 67 and 69, above, the Settlement Administrator shall keep this information confidential and secure from breach.

85. The Settlement Administrator shall finalize for mailing the Class Notice (**Exhibit A**, hereto). Settlement Employee Data shall not be disclosed to Plaintiffs, Class Counsel, or any other Settlement Employees without the written consent of Defendant.

86. Prior to mailing the Class Notices, the Settlement Administrator will update the Settlement Employee Data using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be used by the Settlement Administrator to locate Settlement Employees and re-mail the Class Notice to the correct or updated address. The Settlement Administrator will use all appropriate tracing methods, including skip-tracing, to ensure that the Class Notices are received by Settlement Employees. The Settlement Administrator shall also take reasonable steps including skip-tracing to locate any Settlement Employees whose Class Notice is returned as undeliverable.

87. The Parties agree that the procedures set forth in this Section comply with due process requirements, constitute reasonable and the best practicable notice under the circumstances, and constitute an appropriate and sufficient effort to locate current addresses for Class Members such that no additional efforts to do so shall be required. Any Class Members who do not receive the Class Notice after these procedures have been followed will nonetheless be bound by this Settlement.

VI. RELEASES BY PARTICIPATING SETTLEMENT EMPLOYEES AND PLAINTIFF

88. **Release by Participating Class Members.** Upon the Effective Date and Defendant's full funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by this Settlement Agreement, the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period. It is the intent of the Parties that the Final Order and Judgment entered by the Court shall have full equitable and collateral estoppel and *res judicata* effect and be final and binding upon Participating Class Members regarding the Released Class Claims. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

89. The period of the Released Class Claims shall extend to the limits of the Class Period. The judgment entered as a result of this Settlement shall have *res judicata* effect to the fullest extent allowed by law. The definition of Released Class Claims shall not be limited in any way by the possibility that Plaintiffs or Participating Class Members may discover new facts, legal theories or legal arguments not alleged in the Class Action as to Defendant but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Class Claims. Any Class Member who submits a timely and valid Request for Exclusion from the settlement of the Class Claims will not be bound by the release of the Released Class Claims. However, if the Class Member is also a PAGA Employee, he or she will still be bound by the settlement and release of the Released PAGA Claims.

90. **Release of PAGA Claims.** Upon the Effective Date and Defendant's full funding of the Gross Settlement Amount, Plaintiffs, standing in the shoes of the Labor Commissioner/LWDA, and on behalf of the State of California and all PAGA Employees, will forever completely release and discharge the Released Parties from the Released PAGA Claims during the PAGA Period. It is the intent of the Parties that the Final Approval Order and Judgment entered by the Court shall have full equitable and collateral estoppel and *res judicata* effect and be final and binding upon Aggrieved Employees regarding the Released PAGA Claims. No PAGA Employee may opt out of this release.

91. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. The judgment entered as a result of this Settlement shall have *res judicata* effect to the fullest extent allowed by law. The definition of Released PAGA Claims shall not be limited in any way by the possibility that Plaintiffs may discover new or different facts, legal theories or legal arguments not alleged in the PAGA Action as to Defendant but which might serve as an

alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released PAGA Claims.

92. **Release of Plaintiffs' Individual Claims.** Upon the Effective Date, and Defendant's full funding of the Gross Settlement Amount, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiffs release the Released Parties from all of the Released Class Claims, Released PAGA Claims and Plaintiffs' Released Claims. Plaintiffs' releases set forth herein include a waiver of all rights under California Civil Code §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.

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but Plaintiffs expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Settlement Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant.

VII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL AND BETWEEN PRELIMINARY AND FINAL APPROVAL

93. Class Counsel will submit this Settlement Agreement to the Court together with a Motion for Preliminary Approval of Settlement and Certification of the Class ("Motion for Preliminary Approval") (after providing Defense Counsel reasonable time to review and propose revisions), and shall report the Settlement to the LWDA and otherwise comply with Section 2699(l) of the Labor Code. The Motion for Preliminary Approval shall also seek an order:

- (a) Preliminarily approving the Settlement;
- (b) Approving as to form and content the proposed Class Notice;
- (c) Directing the mailing of the Class Notice and instructions by first class mail to Settlement Employees;
- (d) Preliminarily certifying the class of Class Members and Class Claims for purposes of settlement and preliminarily appointing Plaintiffs and Class Counsel as representatives of the Class Members;
- (e) Preliminarily approving settlement administration services to be provided by the Settlement Administrator; and
- (f) Scheduling a Final Approval Hearing on the question of whether the proposed Settlement should be finally approved as fair, reasonable and adequate as to the Class Members.

94. Defendant shall provide to the Settlement Administrator the Settlement Employee Data within thirty (30) calendar days after the Date of Preliminary Approval. Defendant shall submit this information in electronic format as specified by the Settlement Administrator.

95. The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Settlement Employees notice and Class Members the opportunity to opt out of the settlement of the Class Claims, in every way necessary and appropriate to assure effective communication to individual Class Members of information concerning their rights and obligations under this Settlement Agreement.

VIII. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

96. Class Counsel will submit a proposed Final Order and Judgment for approval, which shall include findings and orders:

- (a) Confirming that Plaintiffs provided adequate notice to the LWDA of the PAGA portions of the Settlement;
- (b) Approving the PAGA portions of the Settlement as providing genuine and meaningful relief, consistent with the underlying purpose of the PAGA to benefit the public;
- (c) Approving the settlement of the Class Claims, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out;
- (d) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses;
- (e) Approving the Plaintiffs' Enhancement; and
- (f) Providing that the Court will retain jurisdiction after the Final Approval Order solely for purposes of addressing: (i) the interpretation and enforcement of the terms of this Settlement; (ii) Settlement Administration matters; and (iii) such post-Final Judgment matters as may be appropriate under court rules or as otherwise set forth in this Settlement.

97. Following entry of the Court's Final Order and Judgment approving the Settlement Agreement, the Parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

- (a) Should an appeal be taken from the Final Order and Judgment approving the Settlement Agreement, all Parties will support the Final Order and Judgment on appeal;
- (b) The Parties and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

IX. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

98. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is as follows. This schedule is only intended to summarize pertinent events

as they relate to settlement administration; it does not modify any other provisions of this Settlement Agreement or otherwise alter the Parties' obligations hereunder. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class, and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

Within 30 calendar days after the Date of Preliminary Approval	Defendant to provide the Settlement Administrator Settlement Employee Data.
14 days after receipt of the Settlement Employee Data	Settlement Administrator to complete any skip-trace or other address search for Settlement Employees, including updating any contact information. Mailing by first class mail of Class Notice.
45 days after mailing of Class Notice; and 60 days after initial mailing of Class Notice for re-mailed Class Notices	"Response Deadline" for Class Members to opt-out or object to the settlement of the Class Claims.
1 business day prior to the hearing on Final Approval	Last day for Class Members to rescind objections or opt-outs to the settlement of the Class Claims.
As defined herein.	Effective Date.
Within 5 court days after the Effective Date	Settlement Administrator to make the final calculation of payments from the Net Settlement Amount to be distributed to the Participating Settlement Employees and provide Defendant's counsel with a report listing the amount of all payments to be made to each Participating Settlement Employee.
Within 15 court days after the later of the: (a) Effective Date; or (b) the date on which the Settlement Administrator provides Defendant's Counsel with the wiring instructions and total amount of employer-side taxes due on the wage portions of the Gross Settlement Amount.	Defendant to transfer the Gross Settlement Amount to the Settlement Administrator, who will deposit the Gross Settlement Amount plus an amount sufficient to pay employer's share of payroll taxes in a Settlement Administrator-established account at a federally insured banking institution, plus remit the employer's share of payroll taxes.

Within 7 court days of Defendant's transfer of Gross Settlement Amount to the Settlement Administrator	Settlement Administrator to distribute and pay: Settlement checks to all Participating Settlement Employees and LWDA PAGA Penalty Amount to the LWDA; Settlement Administration Expenses to itself; the Plaintiffs Enhancement; and the Attorney's Fees and Costs approved by the Court to Class Counsel.
180 days after issuance of settlement checks	Expiration of Participating Settlement Employees' settlement checks.
[Due date to be set by the Court at the Final Approval Hearing]	Settlement Administrator to provide a declaration of payment and report regarding uncashed checks, which will be filed with the Court and served on Class Counsel and Defendant. Settlement Administrator to issue checks to the State Controller's Office, Unclaimed Property Division.

X. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

99. Defendant will have, in its sole discretion, the right to void and withdraw from the Settlement if 5 percent (5%) or more of Class Members opt out of the settlement of the Class Claims by giving written notice to the Settlement Administrator at least 20 calendar days before the Final Approval Hearing date.

100. If the number of total Workweeks during the time period of January 25, 2018 through October 15, 2023 exceeds 588,000 by more than 10%, the Gross Settlement Amount will increase *pro rata* per additional Workweek (the "Escalator Clause").

101. All Parties, signatories and their counsel shall not encourage opt-outs or objections to this Settlement Agreement. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means.

102. Defendant also has the right to withdraw from the Settlement at any time prior to final approval if: (a) the Court issues an order requiring Defendant to pay more than the Gross Settlement Amount (except for Defendant's obligation to pay the employer's share of payroll taxes which is not included in the Gross Settlement Amount and will be funded separately by Defendant, and except as required by the Escalator Clause); or (b) the Court does not conditionally certify a class, or otherwise makes an order materially inconsistent with any of the terms of this Settlement Agreement; or (c) Plaintiffs or their counsel breach this Settlement Agreement. In the event of Defendant's withdrawal, Defendant will pay the costs already incurred by the Settlement Administrator unless the withdrawal is the result of Plaintiffs' or their counsel's breach of the Settlement Agreement.

103. If for any reason the Settlement is not approved by the Court, or if Defendant or Plaintiffs withdraw from the Settlement, this Settlement Agreement and any related settlement documents will be null and void, other than the confidentiality, non-disclosure provisions and

the non-admission provisions herein, and any class or collective action certified or approved for settlement purposes will be vacated. In such an event, neither this Settlement Agreement, nor the settlement documents, nor the negotiations leading to the Settlement may be used as evidence for any purpose, and Defendant shall retain the right to challenge all claims and allegations in the Action, to assert all applicable defenses, and to dispute the propriety of class or collective certification on all applicable grounds. If for any reason the Settlement is not approved by the Court, or if Defendant or Plaintiffs withdraw from the Settlement, Plaintiffs and Defendant will agree to pay an equal 50% share of any Settlement Administration Expenses incurred, or to be unavoidably incurred by the Settlement Administrator.

104. If any time period specified in the above three paragraphs passes before the party holding a right or option to request adjustment or rescind exercises that right or option, that party shall be deemed to have waived its right or option and the Settlement Agreement shall proceed on the terms specified herein.

105. Other than as specified above, this Settlement Agreement may not be changed, amended, altered, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XI. CONFIDENTIALITY AND PUBLICITY

106. Settlement Employee Data shall be kept strictly confidential by the Settlement Administrator who will not release such information to Class Counsel and will only file such information under seal if necessary. Class Counsel agrees that any information they receive or have received in connection with this Settlement, may be used for the Class Action and/or PAGA Action only, and may not be used for any purpose or in any other action or proceeding.

107. Plaintiffs and Class Counsel agree not to disclose the terms of this Settlement, except in court papers, or if required by legal process, as necessary to effectuate and administer the terms of this Settlement, or for accounting or tax reporting purposes, prior to the filing of the Motion for Preliminary Approval. Neither Plaintiffs nor Class Counsel, directly or indirectly, shall issue a press release or hold a press conference, publish information about the Settlement on any website (other than used by the Settlement Administrator for settlement administration purposes), or otherwise publicize the Settlement. Plaintiffs and Class Counsel agree not to respond to any press inquiries concerning the Settlement except to refer reporters to the papers filed with the Court. Notwithstanding the foregoing, Class Counsel may refer to the Settlement in any adequacy of counsel declarations, or related court filings in other cases.

XII. PARTIES' AUTHORITY

108. The signatories hereby represent and warrant that they are fully authorized to enter into this Settlement Agreement and bind the respective Parties hereto to the terms and conditions hereof.

XIII. MUTUAL FULL COOPERATION

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

XIV. NOTICES

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

To Class Counsel:

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Samuel A. Wong, Esq.
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To Defendant's Counsel:

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George S. Benjamin, Esq.
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sheryl.horwitz@morganlewis.com
george.benjamin@morganlewis.com

If the identity of the persons to be notified for any party changes, or their address changes, that party shall notify all other parties of said change in writing.

XV. MISCELLANEOUS PROVISIONS

111. **Captions and Titles.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

112. **Drafting.** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties supervised by an experienced employment law mediator. Neither Party shall be considered the “drafter” of the Settlement Agreement for purposes of having terms construed against that Party, and this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

113. **Extensions of Time.** If a Party cannot reasonably comply with an obligation under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.

114. **Governing Law.** The rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of California, without regard to principles of conflict of laws.

115. **No Impact on Benefit Plans.** Neither the Settlement Agreement nor any amounts paid under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant’s sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendant’s benefit plan, policy, or bonus program. Defendant retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

116. **Integration.** This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and supersedes and replaces all prior negotiations, understandings, memoranda of understanding and proposed agreements, written and oral, relating thereto. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Settlement Agreement unless made in writing and signed by duly authorized representatives of all Parties and approved in writing by a final order of the Court. No waiver of any term, provision or condition of this Settlement Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition. The Parties and their respective counsel all participated in the negotiation and drafting of this Settlement Agreement and had available to them the advice and assistance of independent counsel.

117. **Succession and No Prior Assignments.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, legal representatives, and successors. The Parties hereto 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 rights herein released and discharged except as set forth herein.

118. **Continued Jurisdiction.** Even after the Order of Final Judgment and notwithstanding it, the Court will have and retain continuing jurisdiction over the Class Action and PAGA Action and over all Parties and PAGA Employees and Participating Class Members, to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement and all matters provided for it in and to interpret it pursuant to California Code of Civil Procedure Section 664.6.

119. Except as specifically provided herein, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise incurred by them or arising out of the Class Action and/or the PAGA Action, and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event that legal action arises out of this Settlement Agreement or is necessary to enforce any of the terms or provisions of this Settlement Agreement, the prevailing party in the action shall be entitled to recover its reasonable attorneys' fees and costs.

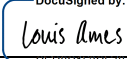
XVI. COUNTERPARTS

120. **Counterparts.** This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image (including DocuSign) of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. A facsimile signature or electronic image shall have the same force and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

PLAINTIFFS

Dated: June 29, 2024

DocuSigned by:

 CED8C153CF70480...
 Louis Ames

Dated: _____, 2024

James Guiffrida

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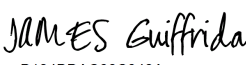
READ CAREFULLY BEFORE SIGNING

PLAINTIFFS

Dated: _____, 2024

Louis Ames

Dated: June 30
_____, 2024

DocuSigned by:


James Guiffrida

Dated: 7-4-2024, 2024


Martiza Mora

Dated: _____, 2024

Linda D. Richardson

**DEFENDANT, SAN ANTONIO REGIONAL
HOSPITAL**

Dated: _____, 2024

By: _____

Its: _____

APPROVED AS TO FORM.

Dated: June 28, 2024

AEGIS LAW FIRM, PC

By 
Kashif Haque, Esq.
Samuel A. Wong, Esq.
Jessica L. Campbell, Esq.
Attorneys for Plaintiffs,
Louis Ames and James Guiffrida

Dated: July 8, 2024

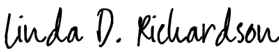
COHELAN KHOURY & SINGER
LAW OFFICES OF SAHAG MAJARIAN II

By 
Isam C. Khoury, Esq.
Michael D. Singer, Esq.
Jeff Geraci, Esq.
Rosemary C. Khoury, Esq.
Sahag Majarian, Esq.
Garen Majarian, Esq.
Attorneys for Plaintiff,
Maritza Mora

Dated: _____, 2024

Martiza Mora

Dated: 6/28/2024
_____, 2024

DocuSigned by:


66B220A952D346B...
Linda D. Richardson

**DEFENDANT, SAN ANTONIO REGIONAL
HOSPITAL**

Dated: _____, 2024

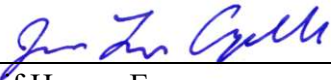
By: _____

Its: _____

APPROVED AS TO FORM.

Dated: June 28, 2024

AEGIS LAW FIRM, PC

By 

Kashif Haque, Esq.
Samuel A. Wong, Esq.
Jessica L. Campbell, Esq.
Attorneys for Plaintiffs,
Louis Ames and James Guiffrida

Dated: _____, 2024

COHELAN KHOURY & SINGER
LAW OFFICES OF SAHAG MAJARIAN II

By _____
Isam C. Khoury, Esq.
Michael D. Singer, Esq.
Jeff Geraci, Esq.
Rosemary C. Khoury, Esq.
Sahag Majarian, Esq.
Garen Majarian, Esq.
Attorneys for Plaintiff,
Maritza Mora

Dated: June 28, 2024

JAMES HAWKINS APLC

By 
James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Lauren Falk, Esq.
Ava Issary, Esq.
Attorneys for Plaintiff,
Linda D. Richardson

Dated: _____, 2024

MORGAN, LEWIS & BOCKIUS LLP

By _____
Douglas R. Hart, Esq.
Sheryl Horwitz, Esq.
George S. Benjamin, Esq.
Attorneys for Defendant,
San Antonio Regional Hospital