

STIPULATION OF SETTLEMENT AND RELEASE

This PAGA Settlement Agreement (“Settlement Agreement”) is made by and between plaintiff Veronica Graham (“Plaintiff”) and defendant Siemens Healthcare Diagnostics Inc. (“Defendant”) in connection with the case entitled *Veronica Graham v. Siemens Healthcare Diagnostics Inc.*, Case No. CIVSB2110386 (the “*Graham Lawsuit*”), pending in the Superior Court of the State of California, San Bernardino County. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

Plaintiff is represented by Gleason & Favarote LLP and Becerra Law Firm (“PAGA” Counsel”). Defendant is represented by Elizabeth Staggs-Wilson and Emily J. Atherton of Littler Mendelson P.C. (“Defense Counsel”).

Procedural History

On or about April 15, 2021, Plaintiff filed her Complaint with a single cause of action for Violation of the Private Attorneys General Act (“PAGA”). This Complaint followed December 18, 2020 and April 14, 2021 notices to the California Labor & Workforce Development Agency (“LWDA”). The basis of both the Complaint and the LWDA letters is that Defendant allegedly misclassified Plaintiff, as well as other employees who worked for Defendant as exempt outside sales workers. Plaintiff alleged that Defendant: (1) failed to pay overtime and failed to calculate overtime and the regular rate of pay; (2) failed to provide accurate itemized wage statements; and (3) failed to timely provide wages at termination. Plaintiff also alleged that Defendant failed to reimburse business expenses associated with employees’ work from home. Plaintiff filed an amended LWDA notice dated July 15, 2021, and on March 8, 2022, a First Amended Complaint, adding an allegation that meal and rest period premiums for Defendant’s non-exempt employees did not include all non-discretionary compensation in calculating the regular rate of pay for such premium payments. The First Amended Complaint also identified a second group of allegedly aggrieved plaintiffs consisting of all non-exempt California employees of Defendant during the relevant time period.

On November 28, 2022, the Parties to the *Graham Lawsuit* met with mediator, Tripper Ortman, Esq., to attempt to resolve the *Graham Lawsuit* and individual claims brought by Veronica Graham. The Parties agreed, subject to approval by the Court, to the Settlement of the *Graham Lawsuit*. The Parties further agreed to enter into this Settlement Agreement to memorialize their settlement of the *Graham Lawsuit*, except for the individual non-PAGA claims of Veronica Graham, which will be memorialized in a separate confidential settlement agreement.

Accordingly, in consideration of the promises and warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of the consideration and undertakings set forth below, Plaintiff individually and as a representative of the PAGA Members and the State of California, and Defendant agree that the *Graham Lawsuit* is finally and fully compromised and settled on the following terms and conditions:

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Definitions

1. **Approval** means the Court's order granting approval of the Settlement.
2. **Approval Hearing** means the Court's hearing on the Motion for Approval of the Settlement.
3. **Court** means the Superior Court of California, County of San Bernardino.
4. **Effective Date of the PAGA Settlement** means the later of the following events: five calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Approval has elapsed without any appeal, writ, or other appellate proceeding having been filed, i.e., 65 days from the date the court grants approval and enters judgment; or, if any appeal, writ, or other appellate proceeding opposing Approval has been filed, five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief. No funding of the Settlement shall occur until at least fifteen (15) calendar days after the Effective Date.
5. **Entire Action** means and refers to the PAGA Notices as defined below, the Complaint, and the First Amended Complaint.
6. **Exempt PAGA Period** means the period from June 28, 2019 through the Release End Date that current and former California Siemens Healthcare Diagnostics Inc. Account Executives, Account Managers, or similarly titled/dutied sales roles who worked as exempt employees.
7. **Graham Lawsuit** means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Veronica Graham v. Siemens Healthcare Diagnostics Inc.* initiated on April 15, 2021 and pending in Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2110386.
8. **Gross PAGA Settlement Amount** means Five Hundred and Seventy-Five Thousand Dollars (\$575,000.00), which includes all attorneys' fees and costs/expenses petitioned by PAGA Counsel; any enhancement award and PAGA payments to Plaintiff, Veronica Graham; costs of administration of the Settlement; and any payments to the LWDA or the PAGA Members. Defendant will owe nothing more than this Gross Settlement Amount under this Settlement Agreement.
9. **Individual Settlement Agreement** means and refers to the separate, confidential settlement agreement wherein the terms of Plaintiff Veronica Graham's settlement of her individual non-PAGA claims are outlined.
10. **Judgment** means the judgment entered by the Court based upon Approval.

11. **Misclassified Aggrieved Employees** means all current and former California Siemens Healthcare Diagnostics Inc. Account Executives, Account Managers, or similarly titled/dutied sales roles who worked as exempt employees at any time from June 28, 2019 through the Release End Date.

12. **MOU** means and refers to the Memorandum of Understanding previously entered into between the Parties.

13. **Net PAGA Fund** means the allocation of the remaining Gross PAGA Settlement Amount, less the Court approved amounts for PAGA Counsel's attorneys' fees and costs, Settlement Administrator's costs and Representative Enhancement (as defined below).

14. **Non-Exempt PAGA Period** means the time from July 15, 2020 through the Release End Date that current and former individuals were employed by Defendant as non-exempt employees in California.

15. **PAGA Members** refers to the Misclassified Aggrieved Employees (as defined above) and the Short Premium Aggrieved Employees (as defined below).

16. **PAGA Notices** mean Plaintiff's December 18, 2020, April 14, 2021 and July 15, 2021 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

17. **PAGA Settlement Agreement** means and refers to the instant settlement agreement intended to settle the PAGA claims in the *Graham* Lawsuit.

18. **Plaintiff** means Veronica Graham, the named plaintiff in the Action.

19. **Release End Date** means the period which will end either at the date of Approval or when the pay periods reach 7.5% above the 7,900 pay periods relied upon at mediation (i.e., more than 8,493 pay periods), whichever is sooner.

20. **Released Claims** means the claims being released as described in Paragraph 2 below.

21. **Released Parties** means Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

22. **Representative Enhancement** means the amount approved by the Court not to exceed \$10,000 for Plaintiff's efforts to represent the alleged aggrieved employees.

23. **Settlement** means the disposition of the *Graham* Lawsuit effected by this Settlement Agreement, the Individual Settlement Agreement and the Judgment.

24. **Settlement Administrator** means ILYM Group, Inc.

25. **Short Premium Aggrieved Employees** means all current and former individuals who were employed by Defendant as non-exempt employees in California at any time from July 15, 2020 through the Release End Date.

Terms

1. PAGA Members

For purposes of this Settlement Agreement only, the Parties stipulate that the cohort of aggrieved employees are the PAGA Members.

2. Release

Upon the funding of the Gross Settlement Amount, the claims released by the PAGA Employees will include all PAGA claims pled in the *Graham* Lawsuit and any PAGA letter sent to the LWDA by Plaintiff in or prior to the Lawsuit, and any PAGA claims which could have been alleged under the facts, allegations and/or claims pled in the *Graham* Lawsuit or any PAGA letter sent to the LWDA by Plaintiff in or prior to the *Graham* Lawsuit, against the Released Parties (as defined below), for work performed during the Exempt PAGA Period and the Non-Exempt PAGA Period, including the following:

- a. Claims under the California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged, specifically California Labor Code Sections 201, 202, 203, 204, 226, subdivision (a) of Section 226, Sections 226.3, 226.7, 510, 512, 515(d), 558, subdivision (d) of Section 1174, Sections 1194, 1198, 2698, 2699, 2699(f)(2), 2699.3(a)(2), 2699.3(a)(2)(C), 2699.5, 2802, as well as IWC Wage Orders, including, but not limited to, Wage Order 4, or which could have been alleged under the facts in the *Graham* Lawsuit or any PAGA letter sent to the LWDA by Plaintiff in or prior to the *Graham* Lawsuit;
- b. The claims set forth in subparagraph (a) hereinabove shall be collectively referred to as the "Released Claims."

Released Parties includes Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

In addition, as to the claims of Plaintiff only, the Released Claims in the Settlement Agreement further include, without limitation, any and all PAGA claims. Plaintiff will enter into an Individual Settlement Agreement that will release all non-PAGA claims she has against the Released Parties and shall be confidential. Upon the Settlement Agreement and the Individual Settlement Agreement taking effect, Plaintiff shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the

provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiff, for herself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

Plaintiff understands that Section 1542 gives the right not to release existing claims of which she is not now aware, unless Plaintiff voluntarily chooses to waive this right. Having been so apprised, Plaintiff nevertheless voluntarily waives the rights described in Section 1542, and elects to assume all risks for claims that now exist in her favor, known or unknown. The release of the claims of Plaintiff as set forth in this Paragraph is a condition precedent to enforcement of the previously agreed-to MOU, the Settlement Agreement and the Individual Settlement Agreement.

3. Gross PAGA Settlement Amount

As consideration for the Released Claims, (1) within 20 calendar days after the Effective Date, Defendant agrees to fund the Gross Settlement Amount; and (2) within 30 calendar dates after the Effective Date, the Settlement Administrator shall distribute these funds as follows:

- (a) Defendant agrees to pay Five Hundred and Seventy-Five Thousand Dollars (\$575,000.00) (the "Gross PAGA Settlement Amount") to resolve the claims of the PAGA Employees. The Gross PAGA Settlement Amount will include all payments to be made to the Labor and Workforce Development Agency ("LWDA"), the PAGA Employees, attorneys' fees, costs approved by the Court, and any enhancement award to Plaintiff approved by the Court. In no event shall Defendant be liable for the payment of any amounts exceeding those set forth above in this section.
- (b) The Gross PAGA Settlement Amount less court approved attorneys' fees and costs, Representative Enhancement award to Plaintiff, PAGA payment to the LWDA, and claims administrator costs shall constitute the "PAGA Aggrieved Fund." The PAGA Aggrieved Fund will be distributed to all PAGA Employees. There will be no claims process and no reversion.
- (c) The Net Settlement Amount shall be distributed to the LWDA (75% of the Net Settlement Amount) and the PAGA Members (25% of the Net Settlement Amount).
- (d) Once Defendant has deposited the Gross Settlement Amount with the Settlement Administrator, it will be deemed to have satisfied all terms and conditions under this

Settlement Agreement, shall be entitled to all protections afforded to Defendant under this Settlement Agreement, and shall have no further obligations under the terms of the Settlement Agreement regardless of what occurs with respect to those sums. Additionally, no Released Party shall have any further obligation or liability to the Plaintiff or PAGA Members under this Settlement Agreement.

4. Attorneys' Fees and Expenses, Enhancement Awards and Administration Costs

(a) Attorneys' Fees

PAGA Counsel may petition the Court for attorneys' fees not to exceed 35% from the Gross PAGA Settlement Amount, plus reasonable costs/expenses, subject to approval by the Court. Attorneys' fees paid pursuant to this Settlement Agreement shall be inclusive of all fees in this matter. Defendant agrees not to object to Settlement PAGA Counsel's fees from the Gross PAGA Settlement Amount and reasonable costs/expenses approved by the Court, which shall also be included in the Gross PAGA Settlement Amount. Any reduction by the Court of PAGA Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement.

(b) Representative Enhancement

Defendant agrees not to object to an enhancement award to Plaintiff from the Gross PAGA Settlement Amount. Subject to the Court's approval, the amount of the enhancement award will not exceed (\$10,000.00) for Plaintiff. The Representative Enhancement is meant to be consideration for the release by Plaintiff as to any and all PAGA claims and as a service award for representing others. Any reduction by the Court of the Representative Enhancement shall not be sufficient grounds to void the Settlement.

(c) PAGA Aggrieved Fund Distribution

The PAGA Aggrieved Fund shall be allocated such that 60% is directed to the Misclassified Aggrieved Employees (the "Misclassified Fund") and 40% is directed to the Short Premium Aggrieved Employees (the "Short Premium Fund"). Thereafter, these shall be allocated on a per pay period basis.

- a. The Misclassified Fund shall be allocated by Misclassified Aggrieved Employee working at least one pay period during the Exempt Period and attributing one (1) share for each pay period worked during the Exempt Period. The total number of respective shares shall be added up and divided by the total number of shares across the Exempt Period to get the percentage share for that Misclassified Aggrieved Employee. The number resulting from taking the percentage share for an individual Misclassified Aggrieved Employee times the Misclassified Fund, rounded to the nearest cent, shall be the amount distributed to each Misclassified Aggrieved Employee.

- b. The Short Premium Fund shall be allocated to each Short Premium Aggrieved Employee working at least one pay period during the Non-Exempt Period and attributing one (1) share for each pay period worked during the Non-Exempt Period. The total number of respective shares shall be added up and divided by the total number of shares across the Non-Exempt Period to get the percentage share for that short Premium Aggrieved Employee. The number resulting from taking the percentage share for an individual Short Premium Aggrieved Employee times Short Premium Fund, rounded to the nearest cent, shall be the amount to be distributed to the Short Premium Aggrieved Employee.
- c. Defendant will provide a list of individuals falling into each category and the number of pay periods worked within that period.
- d. Upon the funding of the Gross Settlement Amount, all PAGA Members shall be deemed to have released their PAGA claims in their entirety. All PAGA payment distributions to PAGA Members shall be treated as non-wages for tax purposes.

PAGA Members shall be responsible for the proper payment of the employee's taxes on all payments and any tax withholding and deductions shall be deducted from any payments hereunder as required by law and paid from the Net Settlement Amount. Plaintiff will receive an IRS Tax Form 1099 for the total sum of the Court-approved enhancement payment. The Parties further agree that the PAGA payment distributed to each PAGA Member will be treated entirely as civil penalties and will be reported as such to each PAGA Member on an IRS Form 1099-MISC, if applicable.

5. Settlement Administrator

The Settlement Administrator expenses subject to Court Approval shall not exceed \$10,000.00 to administer the Settlement.

6. Motion for PAGA Settlement Approval and Judgment

Upon execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an Order and Judgment:

- a. Approving PAGA Counsel's request for attorneys' fees and costs;
- b. Approving PAGA Counsel's request for enhancement to Plaintiff;
- c. Approving ILYM Group, Inc. as Settlement Administrator and expenses for settlement administration not to exceed \$10,000.00;
- d. Approving this Settlement Agreement and its terms, including but not limited to:
 - i. Entering judgment fully and finally releasing and discharging the Released Parties as to all PAGA Members and the LWDA and forever barring and

enjoining the assertion of the Released Claims as to all such PAGA Members and the LWDA, as detailed herein, including Section 2, above.

7. Distribution of the Gross Settlement Amount

- a. Defendant agrees to provide the Settlement Administrator, within 20 calendar days of the Effective Date of the PAGA Settlement Agreement, a database containing the following information: (1) the full name, and last known address and full social security number of all PAGA Members; and (2) the information necessary to determine the settlement allocation to each PAGA Member, including without limitation, the designation of Misclassified Aggrieved Employees or Short Premium Aggrieved Employees the total number of pay periods worked by each PAGA Member within the Exempt PAGA Period and the Non-Exempt PAGA Period.
- b. Upon receipt of this information, the Settlement Administrator shall: (i) run the names of all PAGA Members through the National Change of Address ("NCOA") database to determine any updated addresses for PAGA Members; and (ii) update the addresses of any PAGA Member for whom an updated address was found through the NCOA search.
- c. No later than 30 calendar days from receipt of the Gross Settlement Amount and database described in this section, the Settlement Administrator shall mail the Settlement Packet (comprised of the Notice of Settlement Award and individual settlement amount to the respective PAGA Member) to each PAGA Member at his or her last known address or at the updated address found through the NCOA search and retain proof of mailing.
- d. Any Settlement Packets returned to the Settlement Administrator as undelivered shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Settlement Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Settlement Packet to the PAGA Member promptly, and in any event within three (3) business days of obtaining the updated address.
- e. A PAGA Member must cash his or her individual settlement payment check within 180 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Member at his or her correct address. If any PAGA Member's individual settlement payment check is not cashed within 120 days of its initial issuance to the PAGA Member, the Settlement Administrator will send the PAGA Member a postcard, dated 120 days from the initial mailing, informing him or her that, unless the check is cashed within 60 days of the date of this postcard, it will expire and become non-negotiable, and offer to replace the

check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60-day period after this interim notice, the Settlement Administrator will keep an accounting of such funds, including the identification of the PAGA Member. The Settlement Administrator will then transmit said funds to the State of California State Controller's Office Unclaimed Property Fund, in the PAGA Member's name to be held as unclaimed property for the PAGA Member. In such event, the PAGA Member will nevertheless remain bound by the Settlement Agreement and the releases contained herein.

8. Confidentiality

Plaintiff, PAGA Counsel, and Defense Counsel will not make any public disclosure of the Settlement until the filing of the motion for PAGA settlement approval, except that Plaintiff and PAGA Counsel may disclose the Settlement to the LWDA prior to the filing of the motion for approval of the PAGA settlement. However, the terms of Plaintiff's separate, individual confidential settlement agreement will be subject to the confidentiality of the Individual Settlement Agreement. Plaintiff and PAGA Counsel represent that they have not made any disclosures which are contrary to the terms of the previously agreed-to MOU and the Settlement Agreement. PAGA Counsel will take all steps necessary to ensure that Plaintiff is aware of, and will encourage her to adhere to, the restriction against any public disclosure of the Settlement until after the motion for PAGA settlement approval is filed with the Court.¹ Thereafter, Plaintiff and PAGA Counsel agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

9. Voiding Agreement

Parties' Right to Terminate. Plaintiff or Defendant may terminate this Settlement if after submitting the Settlement Agreement for approval to the Court, the Court declines to enter an order approving the PAGA settlement or judgment in substantially the form submitted by the Parties or if the Settlement Agreement, as agreed, does not become final because of appellate court action. If the Court requests non-material changes to the Settlement Agreement, the Parties will cooperate in good faith to make such changes and to seek approval of an amended Settlement Agreement, which shall not be grounds for termination of the Settlement. The terminating Party shall give to the other party (through its/his counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

- a. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.
- b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any party, PAGA Member or attorney, except to the extent that the Settlement Administrator has incurred costs, in which case the

¹ Again, the terms of the separate, individual confidential settlement agreement are subject to the confidentiality provisions contained in the Individual Settlement Agreement.

Party electing to terminate the Settlement Agreement shall pay all costs incurred by the Settlement Administrator through the date of termination.

- c. Any Approval order and Judgment shall be vacated.
- d. The stipulation of settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the settlement.
- e. Except as otherwise discoverable, neither this Settlement Agreement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the *Graham* Lawsuit, or any other action for any purpose whatsoever.

10. Non-Admission of Liability

Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability. In entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract, violated or breached any duty; or engaged in any misrepresentation or deception. The Parties agree that the Court has not evaluated manageability of any PAGA claim. Defendant denies all liability for the claims alleged in the *Graham* Lawsuit and that any PAGA Member is owed any damages or penalties, or is entitled to any relief arising from the alleged claims. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152. The Parties consent to the continuing jurisdiction of the Court for the purposes of enforcement of the Settlement, pursuant to California Code of Civil Procedure section 664.6.

11. Warranties and Representations

Each of the Parties to this Settlement Agreement and or their agent covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement Agreement and have duly authorized the execution, delivery and performance of this Settlement Agreement; (b) the person executing this Settlement Agreement has the full right, power and authority to enter into this Settlement Agreement on behalf of the party for whom he/she has executed this Settlement Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Settlement Agreement; and (c) they acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and PAGA Counsel warrant and represent that

there are no liens on the Settlement Agreement, and that Defendant may distribute funds to the PAGA Members, PAGA Counsel, and the Plaintiff as provided by this Settlement Agreement.

12. Waiver and Amendment

The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. Res Judicata

Plaintiff agrees that the Released Parties can assert this Settlement Agreement and the Order of Approval and Judgment as a defense to any future claims for penalties brought by the LWDA or any claims brought under PAGA on behalf of the LWDA for any Released Claims alleged to have occurred during the Exempt PAGA Period and the Non-Exempt PAGA Period. The Parties intend this PAGA settlement and the resulting judgment to have claim preclusive effect, issue preclusive effect, estoppel effect and to otherwise bar a representative action to the fullest extent permissible under applicable law if the LWDA or any allegedly aggrieved employee were to bring a subsequent claim on behalf of the LWDA for any act or omission based on the same factual predicates as the *Graham* Lawsuit and alleged to have occurred during the Exempt PAGA Period and the Non-Exempt PAGA Period.

14. Enforcement Action

In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, 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.

15. Notices to Counsel

All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant:

Siemens Healthcare Diagnostics Inc.
511 Benedict Avenue
Tarrytown, NY 10591
Attn: General Counsel

Elizabeth Staggs Wilson
estaggs-wilson@littler.com

Emily J. Atherton
eatherton@littler.com
Littler Mendelson P.C.
633 West Fifth Street, 63rd Floor
Los Angeles, CA 90071

if to Plaintiff:

Torey Joseph Favarote
tfavarote@gleasonfavarote.com
Gleason & Favarote, LLP
4014 Long Beach Blvd., Suite 300
Long Beach, California 90807

Joseph R. Becerra
jbecerra@jrbecerrallaw.com
Becerra Law Firm
4014 Long Beach Blvd., Suite 300
Long Beach, California 90807

16. Binding Agreement

This Agreement shall be binding and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

17. Ongoing Cooperation

The Parties shall support the Settlement, execute all documents and take such steps as are reasonably necessary to effectuate the Settlement and the terms of this Settlement Agreement.

18. Governing Law

This Settlement Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California.

19. Severability

The Parties to this Settlement Agreement agree, covenant, and represent that each and every provision of this Settlement Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement Agreement shall be considered severable, except for the release provisions of Paragraph 2 of this Agreement. If a court of competent jurisdiction finds the release provisions of Paragraph 2 of this Settlement Agreement to be unenforceable or invalid as against a PAGA Member or the LWDA, then this Settlement Agreement shall become voidable by Defendant, at Defendant's election but still subject to Defendant's obligation in Paragraph 9 to cooperate in good faith to make such changes and to seek approval of an amended Settlement Agreement. If a court of competent jurisdiction finds any provision, other than the release provisions of Paragraph 2, or part thereof to be invalid

or unenforceable for any reason, that provision, or part thereof, shall be severed from the Settlement Agreement, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

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20. Entire Agreement

This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

21. Counterparts

This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

22. Captions

The captions and headings 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.

23. Mutual Preparation of Agreement

The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be construed more strictly against one party than another 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 arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

IT IS SO AGREED.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below.

Dated: _____, 2023

SIEMENS HEALTHCARE DIAGNOSTICS INC.

By: _____
Name: _____
Title: _____

Dated: _____, 2023

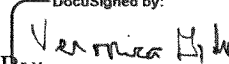
By: _____
Name: _____
Title: _____

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2/14/2023
Dated: _____, 2023

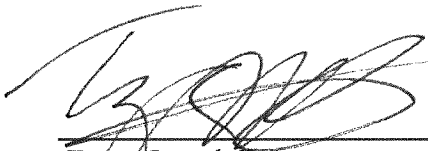
VERONICA GRAHAM

DocuSigned by:

By: R049843F6CC34B2
Plaintiff and PAGA Representative

APPROVED AS TO FORM:

GLEASON & FAVAROTE, LLP

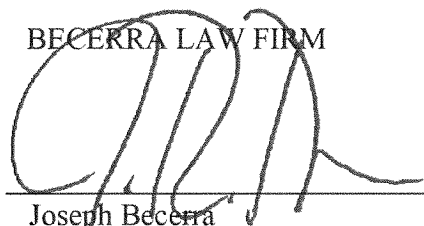
Dated: February 14, 2023



Torey Joseph Favarote
Counsel for Plaintiff Veronica Graham

BECERRA LAW FIRM

Dated: February 14, 2023



Joseph Becerra
Counsel for Plaintiff Veronica Graham

LITTLER MENDELSON P.C.

Dated: February 13, 2023

A handwritten signature in black ink, appearing to read "Elizabeth Staggs Wilson", is written over a horizontal line.

Elizabeth Staggs Wilson
Emily J. Atherton
Counsel for Defendant
Siemens Healthcare Diagnostics Inc.

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