CALIFORNIA PRIVATE ATTORNEYS GENERAL ACT

SETTLEMENT AGREEMENT AND RELEASE

This California Private Attorneys General Act ("PAGA") Settlement Agreement and Release (the "Agreement") is made by and between Plaintiff Jhonna Porter ("Plaintiff"), on behalf of herself and each of the other "Aggrieved Employees," as defined herein, on the one hand, and Defendant West Hills Hospital (collectively with Plaintiff, the "Parties" or individually a "Party") on the other hand. Through this Agreement the Parties hereby resolve the lawsuit entitled Jhonna Porter v. West Hills Hospital, *et al.* (Case No. 21STCV27027) pending in Los Angeles County Superior Court (hereinafter, the "Action").

1. DEFINED TERMS

In addition to the defined terms referenced above, as used herein, the following terms are defined as:

1.1 The term "Aggrieved Employees" means all current and former non-exempt employees who are estimated to total approximately 1,550 individuals who were employed in the State of California at any time by Defendant West Hills Hospital during the Settlement Period. This definition includes Plaintiff Jhonna Porter.

1.2 The term "Amended LWDA Notice" means the Amended Notice that Plaintiff will submit to the LWDA within ten (10) calendar days of execution of this Agreement by all Parties and their counsel that will include all facts, theories, and Labor Code provisions asserted in Plaintiff's December 4, 2020 LWDA Notice, and will also assert claims for failure to pay overtime wages, failure to pay doubletime wages, failure to pay minimum wages, failure to pay wages for time worked off the clock, failure to pay wages at the correct rate of pay, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate and complete pay and time records, waiting time penalties, and failure to provide accurate itemized wage statements. The Amended LWDA Notice will specifically assert claims, including but not limited to, Labor Code sections: 200, 201, 201.1, 202, 203, 204, 204.2, 204.11, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.3, 226.7, 227.3, 256, 510, 511, 512, 515.5, 516, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 6400, 6401, 6401.7, 6402, and 6403 . Defendants' counsel will be provided a draft of the Amended LWDA Notice for review and comment prior to its submission.

1.3 The term "Attorneys' Fees and Cost Award" means the amount authorized by the Court to be paid to Plaintiff's Counsel for the services they have rendered and actual expenses they have incurred in prosecuting the Action. Defendants will not oppose a request for attorneys' fees up to one-third (1/3) of the Gross Settlement Fund, equaling Forty-Five Thousand Dollars and Zero Cents ($45,000.00) and up to $10,000 in actual costs incurred by Plaintiff's Counsel.

1.4 The term "Court" as used herein means the Los Angeles County Superior Court.

1.5 The term "Defendants" means the named Defendants in the Action: West Hills Hospital, HCA Healthcare, Inc., HCA Far West, and Far West Division, Inc.

1.6 "Effective Date" is the date on which the Settlement becomes final. For purposes of this Agreement, the Settlement "becomes final" only after the Court grants the Motion for Approval and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Order Granting Approval (this time period shall not be less than seventy (70) calendar days after the Court's Order is entered); (ii) the date of affirmance of an appeal of the Order Granting Approval becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Approval or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Approval.

1.7 The term "Gross Settlement Fund" means a gross amount not to exceed One Hundred and Thirty-Five Thousand Dollars and Zero Cents ($135,000.00) that will be used to fund the Qualified Settlement Fund. The Gross Settlement Fund is an "all-in" amount and includes all Individual Settlement Payments, the Attorneys' Fees and Cost Award, the Settlement Administration Costs, Service Award, and payment to the Labor and Workforce Development Agency ("LWDA").

1.8 The term "Individual Settlement Payment" means the amount to be paid to an Aggrieved Employee pursuant to Section 6 of this Agreement.

1.9 The term "LWDA" means the Labor and Workforce Development Agency.

1.10 The term "LWDA Notice" means the Notice that Plaintiff will submit to the LWDA of this Settlement along with a copy of this Agreement pursuant to Labor Code section 2699(s)(2). Plaintiff will thereafter submit a copy of any other order (*e.g.*, the Order Granting Approval) providing for an award of civil penalties in conformity with Labor Code Section 2699(l).

1.11 The term "Net Settlement Proceeds" means the funds from the Qualified Settlement Fund available to be distributed to Aggrieved Employees under this Agreement after payment of the Attorneys' Fees and Costs Award, Service Award, Settlement Administration Costs and the portion of the PAGA Payment made to the LWDA.

1.12 The term "PAGA Payment" means the net amount to be paid by the Settlement Administrator to the LWDA and Aggrieved Employees after deduction of Settlement Administration Costs, Attorneys' Fees and Costs Award, and Service Award from the Gross Settlement Fund, in full satisfaction of the Released Claims as defined below. This PAGA Payment is made pursuant to Labor Code §2699(i).

1.13 The term "Plaintiff's Counsel" means Schimmel & Parks, APLC.

1.14 The term "Qualified Settlement Fund" means the fund established and administered by the Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1 in connection with the Settlement.

1.15 The term "Release Parties" means Defendant, HCA Healthcare, Inc., HCA Far West, and each and all of their past, present and future agents, employees, managing agents, servants, officers, directors, members, owners (whether direct or indirect), general partners, limited partners, partners, trustees, representatives, shareholders, stockholders, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (including HCA Hospital Corporation of America and HCA Health Services of California, Inc.), divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, potential and alleged joint employers, potential and alleged common law employers, potential and alleged dual employers, potential and alleged co-employers, contractors, affiliates, alter-egos, service providers, subcontractors, employee benefit plans and fiduciaries thereof, affiliated organizations, any person and/or entity with alleged joint liability, temporary staffing agencies, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, assigns, and all other persons acting under, by, through or in concert with any of them.

1.16 The term "Service Award" means the amount the Court authorizes to be paid to Plaintiff over and above her Individual Settlement Payment up to $5,000.

1.17 The term "Settlement" means the settlement described in this Agreement.

1.18 The term "Settlement Administration Costs" means all Settlement Administrator fees and costs incurred in administering the Settlement. The costs payable from the Gross Settlement Fund to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Aggrieved Employee, tax reporting, distributing (among other payments) the Individual Settlement Payments, LWDA Payment, Attorneys Fees and Cost Award, Service Award, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Fund, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. The Settlement Administration Costs are currently estimated to be $8,950.00. To the extent actual Settlement Administration Costs are greater than $8,950.00, such excess amount will be deducted from the Gross Settlement Fund, subject to the Court's approval. The Settlement Administration Costs will be paid no sooner than fifteen (15) calendar days following the Effective Date.

1.19 The term "Settlement Administrator" means ILYM Group, Inc., the firm that the Parties mutually agree shall be responsible for the administration of the Settlement, pursuant to the terms of this Agreement.

1.20 The term "Settlement Period" means the following time period: September 4, 2020 to June 6, 2024.

2. SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT

2.1 As detailed below, this Agreement establishes a procedure to resolve all Aggrieved Employees' claims for penalties, attorneys fees, costs, interest, and any and all other alleged claims and/or damages arising out of or in any way relating to the facts giving rise to the claims in the Action, as amended (to include the Amended LWDA Notice), directly or indirectly, or claims that Plaintiff has alleged or that could have been alleged based on the facts alleged in the Action, as amended (to include the Amended LWDA Notice). The Parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests. In light of these realities, the Parties believe that this Settlement is the best way to resolve the disputes between them.

2.2 The Parties believe this Agreement constitutes a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement in arms-length negotiations, taking into account all relevant factors, present and potential, and will so represent to the Court. This Settlement was reached after extensive litigation and negotiations. In addition, the Parties have conducted significant investigation of the facts and law during the prosecution of this Action. The Parties have also investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the penalties claimed by Plaintiff.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this dispute. The Action includes claims that, while Defendants deny them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement is approved, the Court will retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

4. STATEMENT OF NO ADMISSION

4.1 The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against Defendants in the Action.

4.2 Neither this Agreement, nor any action taken or made in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to the Agreement, is intended by the Parties (nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding) as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

4.3 Evidence produced or created by the Parties in connection with the Settlement procedure do not constitute, are not intended to constitute, and will not be deemed to constitute, an admission by Defendants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

4.4 In the event that this Settlement is not approved by the Court, is terminated, or otherwise fails to be enforceable, Defendants will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action.

5. WAIVER, RELEASE, AND DISMISSAL

5.1 Release and Waiver of Claims by Aggrieved Employees. Upon the Effective Date, all Aggrieved Employees, and their successors, assigns, and/or agents, shall be deemed to have fully and finally released and discharged the Released Parties from the "Released Claims."

5.2 For purposes of this Agreement, the "Released Claims" are defined as all claims of Aggrieved Employees (and/or asserted on behalf of Aggrieved Employees) for penalties, attorneys' fees, costs, interest, and any and all other alleged claims and/or damages asserted in the Action, as amended, to include the Amended LWDA Notice, all claims arising out of or in any way relating to the facts giving rise to any of the claims asserted in the Action (to include the Amended LWDA Notice), directly or indirectly, or any and all claims that Plaintiff has alleged in the Action or that could have been alleged based on the facts alleged in the Action (to include the Amended LWDA Notice), to include all claims for unpaid wages, including, but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to issue accurate itemized wage statements; failure to keep/maintain accurate records including payroll records; failure to provide adequate personal protective equipment, unhealthy or unsafe working conditions, failure to provide adequate staffing ratios, failure to follow Aerosol Transmissible Diseases Exposure Control Plans, exposure to communicable diseases, failure to implement or maintain effective written injury prevention programs, denial of use of equipment intended to protect Aggrieved Employees; penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting time penalties; failure to timely pay wages; failure to timely pay final wages; attorneys' fees and costs; and all claims relating to alleged violations of the Labor Code, including, but not limited to, sections 200, 201, 201.1, 202, 203, 204, 204.2, 204.11, 210, 212, 213, 218, 218.5, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.3, 226.7, 227.3, 256, 510, 511, 512, 515.5, 516, 554, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1194.5, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 6400, 6401, 6401.7, 6402, and 6403.

5.3 General Release and Waiver of Claims by Plaintiff. In addition to the releases set forth above, Plaintiff makes the following general release of all claims, known or unknown (the "General Release"), which shall be set forth in greater detail in a separate stand-alone settlement agreement. Plaintiff releases the Released Parties (which as defined above specifically includes Defendants) from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof. This General Release excludes any and all past, present and/or future claims arising under the Workers' Compensation laws and those claims that cannot be released as a matter of law.

The General Release includes any unknown claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of the General Release, which, if known by Plaintiff, might have affected Plaintiff's settlement with, and release of, Released Parties by Plaintiff or might have affected Plaintiff's decision not to object to this Settlement or the General Release.

With respect to the General Release, Plaintiff stipulates and agrees that, upon the Effective Date, Plaintiff shall be deemed to have, and by operation of the Court's approval of the Settlement, 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, 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.

Plaintiff may hereafter discover facts in addition to or different from those Plaintiff now knows or believes to be true with respect to the subject matter of the General Release, but Plaintiff, upon the Effective Date, shall be deemed to have, and by operation of the Court's approval of the Settlement, shall have, fully, finally, and forever settled and released any and all of the claims released pursuant to the General Release whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff's General Release is consistent, and in addition to, the settlement agreement entered into by Plaintiff in the case *Porter v. West Hills Hospital, et al.* (Los Angeles Superior Court, Case Number 21STCV26338) on or about September 12, 2023, which is hereby incorporated by reference.

5.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff, Plaintiff's Counsel, and all Aggrieved Employees, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal includes any and all orders entered by the Court in the Action, to include but not limited, to the Court's October 18, 2022 Order granting Defendants' Motion to Strike Plaintiff's First Amended Complaint.

6. COMPUTATION AND DISTRIBUTION OF PAYMENTS

6.1 Gross Settlement Fund. The Gross Settlement Fund amount, to be paid by West Hills Hospital on behalf of all Defendants, not to exceed One Hundred and Thirty-Five Thousand Dollars and No Cents ($135,000.00) is on an all-in, non-reversionary basis to settle the Action and to resolve all released claims, penalties, attorneys' fees, costs, administrative fees, interest, and all other alleged damages as to all Aggrieved Employees. In no event shall Defendants be liable for more than One Hundred and Thirty-Five Thousand Dollars and No Cents ($135,000.00) as a result of this Settlement, and any of the attorneys' fees and costs (which Plaintiff's counsel has waived in connection with this Agreement), administrative fees, penalties, and sums specified in this Agreement shall be paid from this amount. This Gross Settlement Fund amount has been agreed to by Plaintiff and Defendants.

6.2 Deposit of the Gross Settlement Fund Amount into the Qualified Settlement Fund. Not later than fifteen (15) business days following the Effective Date, West Hills Hospital on behalf of all Defendants shall deposit the Gross Settlement Fund into the Qualified Settlement Fund. At no time will Defendants have any obligation to make that deposit or otherwise fund the Settlement, in whole or in part, until after the Effective Date. All payments that are required to be made pursuant to the Agreement shall be made from the Qualified Settlement Fund.

6.4 Distribution Formula. The Settlement Administrator shall distribute the PAGA Payment to the LWDA and Aggrieved Employees as described in this Section 6.4.

Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Payment will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees.

The Parties have agreed that the Net Settlement Proceeds shall be divided up and paid to the Aggrieved Employees on a pro-rata basis based on the number of Pay Periods that each Aggrieved Employee worked at Defendant West Hills Hospital during the Settlement Period divided by the total number of Pay Periods worked by all Aggrieved Employees at Defendant West Hills Hospital during the Settlement Period. The Settlement Administrator's determination of eligibility for, and the amounts of, any Individual PAGA Payments under the terms of this Agreement, shall be conclusive, final, and binding on all Aggrieved Employees, including Plaintiff.

No Aggrieved Employee shall be required to file a claim in order to receive such payment.

For tax purposes, all Individual Settlement Payments will constitute penalties and will be reported on an IRS Form-1099, which the Settlement Administrator will provide to Aggrieved Employees if necessary, as required by law. No person or entity shall have any claim against Defendants, Defendants' counsel, Plaintiff, any Aggrieved Employees, Plaintiff's Counsel, or the Settlement Administrator based upon distributions and payments made in accordance with this Agreement.

6.5 Distribution to the Aggrieved Employees. Individual Settlement Payments shall be paid out of the Net Settlement Proceeds pursuant to the Distribution Formula set forth in Section 6.4 of this Agreement.

Not later than ten (10) business days following the Effective Date, Defendants shall send a list of all Aggrieved Employees to the Settlement Administrator containing: (1) name; (2) last known home address and telephone number; (3) number of pay periods as an Aggrieved Employee during the Settlement Period, specifying the pay periods; and (4) social security number. This shall be known as the "Group List." Defendants shall transmit the Group List in Excel or similar format or other method as agreed to by the Parties in good faith as technology requires to transmit the data.

Not later than three (3) business days following receipt of the Group List, the Settlement Administrator shall email the Parties confirming receipt of the Group List and stating the number of Aggrieved Employees and the number of Pay Periods included therein.

Not later than ten (10) business days following receipt of the Group List, the Settlement Administrator shall cross-reference all the addresses provided in the Group List with the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information.

Not later than fifteen (15) business days following receipt of the Gross Settlement Fund from Defendants, the Settlement Administrator shall make the following payments from those proceeds: (1) the Individual Settlement Payments; (2) the Attorneys' Fees and Cost Award; (3) the portion of the PAGA Payment to the LWDA; (4) payment to the Settlement Administrator for administration of the Settlement; and (5) Plaintiff's Service Award.

The Settlement Administrator shall mail via U.S. First Class mail each Individual Settlement Payment to each Aggrieved Employee's last known address with directions to the Postmaster to deliver the checks to any applicable forwarding address and to return all undeliverable checks to the Settlement Administrator. The date of the initial mailing of the check shall be conclusively determined according to the records of the Settlement Administrator.

A letter substantially in the form of Exhibit "A" hereto will be included in the mailing of each Aggrieved Employee's Individual Settlement Payment.

Any checks issued by the Settlement Administrator to Aggrieved Employees will be negotiable for one-hundred eighty (180) calendar days. After one-hundred eighty (180) calendar days from the date of mailing, the checks shall become null and void, and any monies remaining in the distribution account shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those Aggrieved Employees who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Settlement will be paid out to Aggrieved Employees, whether or not they all cash the Settlement check. Therefore, Defendants will not be required to pay any interest on said amount.

The Settlement Administrator's determination of eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement, shall be conclusive, final, and binding on all Aggrieved Employees, including Plaintiff.

6.6 Service Award Payment. Plaintiff will request, and Defendants will not oppose, a Service Award Payment in an amount not to exceed Five Thousand Dollars ($5,000).

6.7 Attorneys' Fees and Costs. Plaintiff's Counsel shall request, and Defendants will not oppose, an award of attorneys' fees of up to one-third (1/3) or Forty-Five Thousand Dollars and Zero Cents ($45,000.00) of the Gross Settlement Fund, and costs subject to court approval. PAGA Counsel shall be entitled to reimbursement for all actual costs incurred as approved by the Court in an amount up to Ten Thousand Dollars and Zero Cents ($10,000.00). The Attorneys' Fees and Cost Award shall be binding on the Parties and shall not otherwise affect the validity of the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel reflecting the awarded attorneys' fees, costs and expenses. Should Plaintiff and/or Plaintiff's Counsel request a lesser amount for attorneys' fees than stated above and/or the Court approve a lesser amount, the difference shall be added to the PAGA Payment for distribution to the LWDA and Aggrieved Employees in accordance with Section 6.4, and Plaintiff's Counsel will not be permitted to void or cancel the Settlement as a result of any such reduction in attorneys' fees. In consideration of the Attorneys' Fees and Cost Award, Plaintiff's Counsel waives all claims to any further attorneys' fees and expenses in connection with the litigation of the Action. Plaintiff, Plaintiff's Counsel, and Aggrieved Employees shall assume full responsibility and liability for the payment of taxes due on such awards.

The Attorney's Fees and Cost Award shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs or expenses in the Action incurred by any attorney on behalf of Plaintiff and the Aggrieved Employees, and shall relieve the Released Parties and the Settlement Administrator of any other claims or liability to any other attorney or law firm for any attorneys' fees, costs and expenses to which any of them may claim to be entitled on behalf of Plaintiff and/or the Aggrieved Employees.

6.8 Settlement Administrator. The Settlement Administrator will be paid subject to Court approval. Any amount not awarded for Settlement Administration to the Settlement Administrator will result in the non-awarded amount being made part of the PAGA Payment, available for distribution to the LWDA and the Aggrieved Employees. A Form 1099 – MISC, Box 7 shall be issued to the Settlement Administrator.

The Settlement Administrator shall calculate the portion of the PAGA Payment to be paid to the LWDA and the Individual Settlement Payments to be paid to the Aggrieved Employees in accordance with the terms and provisions of this Agreement; pay any applicable state and/or federal taxes; make payment to the LWDA and mail the Individual Settlement Payment checks to the Aggrieved Employees along with the letter substantially in the form of Exhibit "A," attached hereto; resolve any disputes regarding the calculation or application of the formula for determining the Individual Settlement Payments; issue 1099 forms; calculate and disburse any, applicable taxes from the Gross Settlement Fund; and perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

Any disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court.

8. TAXATION

8.1 Plaintiff and, through Plaintiff's Counsel, Aggrieved Employees represent and warrant that they understand that it is their sole obligation to pay appropriate federal, state, and local income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable income.

8.2 Neither the Parties nor their respective counsel provide or purport to provide any tax advice to the Aggrieved Employees in connection with this Agreement or otherwise. The Parties agree that they shall not rely upon any terms of this Agreement for the purpose of determining or avoiding federal, state, or local tax obligations.

9. COURT'S APPROVAL

Plaintiff will promptly move the Court for approval of the Settlement pursuant to Labor Code § 2699(l), with a requested hearing date as soon as practicable. Plaintiff will obtain Defendants' approval of the motion for approval by sending it for Defendants' review and comment no later than three (3) business days before filing it with the Court and considering in good faith any suggested changes made by Defendants. The Parties agree to use their best efforts to obtain approval as quickly as possible, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining the Court's approval of the Agreement in all respects.

The Parties agree to a stay of all proceedings in the Action.

9.1 If the Court does not approve the Settlement after four (4) attempts by the Parties to cure any deficiencies, following a good faith meet and confer of the Parties, this Settlement shall be null and void, and the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of any Settlement, and the Parties shall proceed in all respects as if this Settlement had not been executed and the Amended LWDA Notice will become null and void and shall have no force or effect. The Parties do not waive any defenses related to any claims alleged.

9.2 In the event an appeal or petition for writ of mandamus is filed from the Court's order granting approval of the Settlement, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

10. PUBLICITY

Except as necessary to obtain Court approval, including prior submission to the LWDA, Plaintiff and Plaintiff's Counsel shall not communicate the terms or the fact of the Settlement to any third party or parties other than (1) employees or law partners of Plaintiff's Counsel and/or Plaintiff's immediate family members; and (2) their respective accountants or lawyers as necessary for tax purposes. Plaintiff and Plaintiff's Counsel agree not to refer to the Action, Defendants, Defendants' counsel, or the Settlement in any print media and/or on any website or electronic or other communication, and to limit their statements (including electronic statements on the internet) regarding the Settlement to only say that the Action has been resolved. Neither Plaintiff, nor Plaintiff's Counsel, may issue any press release or announcement of any kind related in any way to the Settlement (to include, but not limited to postings on the worldwide web or submissions to legal publications). The Settlement Administrator shall not host or publish any website in association with the Settlement unless required by court order.

11. INAPPLICABILITY OF CALIFORNIA CIVIL PROCEDURE CODE SECTION 384

The Parties agree that California Civil Procedure Code ("CCP") section 384 is not applicable to the Gross Settlement Fund. Neither Plaintiff nor Plaintiff's Counsel shall take, or cause any other person to take, a position before the Court that CCP section 384 applies to the Gross Settlement Fund. For any Aggrieved Employee whose Individual Settlement Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

12. MISCELLANEOUS PROVISIONS

12.1 Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

12.2 Interpretation of the Agreement. The Agreement will be interpreted and enforced under the laws of the State of California without regard to its conflict of law provisions.

12.3 Final Agreement. This Agreement constitutes the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the Action and, with the exception of Plaintiff's stand-alone settlement agreement and the settlement agreement in the case *Porter v. West Hills Hospital, et al.* (Los Angeles Superior Court, Case Number 21STCV26338) that was entered into on or about September 12, 2023, supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. Plaintiff, on Plaintiff's own behalf and as a representative for the Aggrieved Employees, and West Hills Hospital enter into this Agreement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Agreement. The Agreement may be modified only by a writing signed by the Parties, or their successors, and approved by the Court.

12.4 Counterparts/Facsimile/Electronic. The Agreement may be executed in one or more actual, telecopied or electronic counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals. A signature on this Agreement delivered by facsimile or electronically (e.g., DocuSign) shall be as legally binding as an original signature, although the Parties will provide original signatures to each other for their records.

12.5 Authority. Counsel for all Parties represent and warrant they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of West Hills Hospital represent and warrant that they are authorized to sign this Agreement on behalf of West Hills Hospital.

12.6 No Effect on Employee Benefits. The Individual Settlement Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacations, holiday pay, retirement plans, etc.) of Plaintiff or any Aggrieved Employee. The payment of the Individual Settlement Payments does not represent any modification of Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Individual Settlement Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

12.7 No Injunctive Relief. Defendants shall not be required to enter into any consent decree, nor shall Defendants be required to agree to any provision for injunctive relief, or to modify or eliminate any of its personnel/operations practices, or adopt any new personnel/operations practices.

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

12.9 Cooperation and Drafting. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties.

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

12.11 Defense. To the extent permitted by law, this Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that have been, or may be instituted, prosecuted, or attempted with respect to the Released Claims in breach of or contrary to this Settlement.

WHEREFORE, Plaintiff, as representative of herself and Aggrieved Employees, and West Hills Hospital, have executed this Agreement as of the dates set forth below.

Dated: 4/4/2025 By DocuSigned by: Jhonna Porter

Plaintiff JHONNA PORTER

Dated: 4/18/2025 By

Defendant WEST HILLS HOSPITAL

name Fred Ashworth

its Far West Division CFO

APPROVED AS TO FORM:

Dated: 4/4/2025 SCHIMMEL & PARKS, APLC

By Signed by: 6382D984848F4A9

Alan I. Schimmel, Esq.
Michael W. Parks, Esq.
Arya Rhodes, Esq.
Ashtyne Cofer, Esq.
Attorneys for Plaintiff JHONNA PORTER

Dated: 4/21/2025 SHEPPARD MULLIN RICHTER & HAMPTON LLP

By

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IAN A. MICHALAK
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WEST HILLS HOSPITAL and HCA HEALTHCARE, INC.