

JOINT STIPULATION OF PAGA SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Kevin Rivera ("Plaintiff"), for himself and on behalf of the State of California and all PAGA Settlement Members, on the one hand, and Defendant Universal Health Services of Rancho Springs, Inc. dba Southwest Healthcare System ("Defendant"), on the other (collectively, the "Parties"), subject to the approval of the Court in accordance with California Labor Code § 2699(1)(2), that the settlement of pending civil action between the Parties shall be effectuated in accordance with the terms and conditions stated herein.

The Parties agree that the Action (defined in Section I) shall be settled, resolved, and concluded without any admission of fault or liability for the consideration set forth herein, including, but not limited to, a release of claims by Plaintiff and PAGA Settlement Members.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) "Action" means the civil action captioned *Rivera v. Universal Health Services of Rancho Springs, Inc.*, pending in the Superior Court of California in the County of San Diego, Case No. 37-2021-00007411-CU-OE-CTL.
- (b) "Agreement" or "Settlement" means this Joint Stipulation of PAGA Settlement.
- (c) "Approval Date" means the date the Court grants approval of this Agreement and dismisses the Action with prejudice by signing and filing the Final Order.
- (d) "Complaint" means the amended complaint to be filed in the Action in connection with the application for approval of this Agreement, whether by separate stipulation or otherwise in furtherance of the terms herein, which will encompass the PAGA claims to be released under this Agreement and be deemed filed as part of the entry of the Final Order.
- (e) "Court" means the Superior Court for the State of California, County of San Diego.
- (f) "Defendant" means Universal Health Services of Rancho Springs, Inc.
- (g) "Defense Counsel" or "Counsel for Defendant" means:

LITTLER MENDELSON, PC
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(h) "Effective Date" means the date by which all of the following have occurred:

- (1) the Court has entered the Final Order; and
 - (2) the Court's Final Order becomes final and is no longer appealable. For purposes of this Agreement, "becomes final and is no longer appealable" shall mean upon the later of: (i) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval order may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the order approving the settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the order approving the Settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the order can be requested.
- (i) "Final Order" means the final order entered in the Action in accordance with the terms herein, where in the Court adopts and approves this Agreement (and the terms described herein) under the specific terms requested and dismisses the case with prejudice. The Court may retain jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Agreement.
- (j) "Gross Settlement Amount" means Nine Hundred Eighty Thousand Dollars and Zero Cents (\$980,000.00) to be paid by Defendant, with no reversion to Defendant, as set forth in this Agreement to fully and finally settle, resolve, and conclude the Action.
- (k) "LWDA" means the State of California Labor and Workforce Development Agency.
- (l) "Named Plaintiff" or "Plaintiff" means Kevin Rivera.
- (m) "PAGA" means the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.*
- (n) "PAGA Claims" means any claims for civil penalties that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the original, amended and/or operative complaint or LWDA Letters, including PAGA claims for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and Wage Order 5, and for any and all claims for civil penalties that arose during the PAGA Period related to the following: (1) Any claims for unpaid compensation or compensation at the incorrect rate (including but not limited to overtime pay, double time pay, sick pay, reporting pay, etc.); (2) Any claims for failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate; (3) Any claim for failure to authorize and permit rest periods in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate; (4) Any claim for failure to provide reimbursements for business related expenses; (5) Any

claim for failure to pay wages timely; and (6) Any claim for failure to provide all/ accurate information required to be on wage statements or to maintain records required by the labor code.

- (o) "PAGA Employee Payment" means the portion of the Gross Settlement Amount that shall be paid to each PAGA Settlement Member without a claims process requirement and in accordance with the terms of this Agreement.
- (p) "PAGA Period" means any time between December 28, 2019, through the date this Agreement is approved by the Court and all claims are dismissed with prejudice, or November 30, 2022, whichever is sooner.
- (q) "PAGA Settlement Members" means all non-exempt employees employed by Defendant in California during the PAGA Period.
- (r) "Plaintiffs' Counsel" means the following collectively:

MOON & YANG, APC
Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Enzo Nabiev (SBN 332118)
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

- (s) "Plaintiff's Enhancement Award" means a payment of Eight Thousand Dollars and Zero Cents (\$8,000.00) to Plaintiff in recognition for the time spent and services provided in connection with the Action and in exchange for a general release of claims described in Section IV(A), below. Plaintiff's Enhancement Award will be payable and deducted from the Gross Settlement Amount.
- (t) "Released Parties" means: (i) Defendant; (ii) each of Defendant's past, present and future parents, subsidiaries and affiliates including, without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Defendant including but not limited to UHS of Delaware, Inc. and Universal Health Services, Inc.; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, member, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

The Parties will cooperate in seeking approval of the terms described in this Agreement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any

third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement.

B. Court Approval

Because the Action alleges claims arising under PAGA, this Agreement requires approval by the Court. *See* Cal. Lab. Code § 2699(1)(2). This Agreement is expressly contingent upon the Court's approval of this Agreement and the terms and material conditions herein (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith).

The Parties agree to seek amendment of the Action to include the PAGA Claims that will be released pursuant to this Agreement, including all claims arising out of the allegations made in this Action, in *Broadnax v. Universal Health Services of Rancho Springs, Inc.*, pending in the Superior Court of California in the County of Riverside, Case No. CVRI2100518, in *Noriega v. Universal Health Services of Rancho Springs, Inc.*, pending in the Superior Court of California in the County of Riverside, Case No. CVRI2104686, and in the LWDA Letters dated December 28, 2020, February 22, 2021, October 12, 2021. The Parties will file a joint stipulation for Plaintiff to file an Amended Complaint to add any PAGA Claims released pursuant to this Agreement that were not originally encompassed in the original complaint. The draft of the Amended Complaint shall be approved by the Parties prior to their filing. Plaintiff shall also submit an amended PAGA notice to the Labor and Workforce Development Agency (LWDA) to add any PAGA Claims released pursuant to this Agreement that were not originally encompassed in Plaintiff's original LWDA letter. Thereafter, Plaintiff will file a single motion or application for an order approving this Agreement.

If the Court does not grant the request for approval and enter the Final Order under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns. If for any reason, the settlement is not approved, Plaintiff will agree to withdraw the Amended Complaint filed in connection with this settlement.

C. Gross Settlement Amount Payment Procedures

1. Gross Settlement Amount

Defendant agrees to pay the Gross Settlement Amount in exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions herein). If the Court approves an allocation less than the amounts provided under subsections (1)(a) through (1)(c), below, the difference between the requested amounts and approved amounts will revert to the PAGA Penalty Fund. Defendant will not oppose the following allocation of the Gross Settlement Amount:

(a) Attorneys' Fees and Costs

Plaintiff's Counsel may apply to the Court for an award of attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount ("Fee Amount") or Three Hundred and Twenty-Six Thousand Six Hundred and Sixty-Seven Dollars and No Cents (\$326,667.00) and up to Twenty Thousand

Dollars and No Cents (\$20,000.00) in costs (“Litigation Costs”) pursuant to PAGA, which provides for the recovery of attorneys’ fees and costs.

(b) *Enhancement Award*

Plaintiff may apply for an award of up to Eight Thousand Dollars and Zero Cents (\$8,000.00) for Plaintiff’s Enhancement Awards to be paid from the Gross Settlement Amount.

(c) *Settlement Administration Costs*

All expenses associated with the administration of the Settlement shall be paid from the Gross Settlement Amount, but shall not exceed Twenty Thousand Dollars (\$20,000.00) (“Administration Costs”). The Parties agree to retain Simpluris, Inc. (“Settlement Administrator”) to administer the Settlement.

(d) *PAGA Penalty Fund*

The total sum available for distribution of PAGA penalties (“PAGA Penalty Fund”) shall be calculated by deducting the court approved amount for Attorney’s Fees and Costs, Plaintiff’s Enhancement Award, and Settlement Administration Costs from the Gross Settlement Amount (this will yield the “PAGA Penalty Fund”). Seventy-five percent (75%) of the PAGA Penalty Fund shall be distributed to the LWDA (“LWDA Payment”) and the remaining twenty-five percent (25%) shall be distributed to the PAGA Settlement Members on a pro rata basis.

The amount of each PAGA Settlement Member’s PAGA Employee Payment shall be calculated based on a formula that takes into account the number of pay periods that he or she worked while employed by Defendant during the PAGA Period (“Qualifying Pay Periods”). The amount remaining after allocating the LWDA Payment from the PAGA Penalty Fund (i.e., 25% of the PAGA Penalty Fund) will first be divided by the total number of Qualifying Pay Periods for all PAGA Settlement Members during the PAGA Period to calculate the “Pay Period Multiplier.” Then, each PAGA Settlement Member’s number of Qualifying Pay Periods will be multiplied by the Pay Period Multiplier to calculate the PAGA Employee Payment.

2. Pro-Rata Increase to Gross Settlement Amount

The Gross Settlement Amount was negotiated based on an estimated 104,513 pay periods worked by PAGA Settlement Members through September 30, 2022. If the number of PAGA pay periods exceeds 104,513 by more than 10%, Defendant shall have the sole option to: (i) increase the Gross Settlement Amount proportionally per additional pay period (i.e., if there was a 20% increase in the number of pay periods worked, Defendant would agree to increase the Gross Settlement Amount by 10%); or (ii) end the PAGA Period as of the date that the number of Qualifying Pay Periods worked reaches 10% above estimated amounts.

3. Funding and Distribution Process

Within seven (7) days after the Effective Date, Defendant will remit payment of the Gross Settlement Amount to the Settlement Administrator.

Within seven (7) days after the Effective Date, Defendant shall also provide the Settlement Administrator with a list of PAGA Settlement Members and their names, employee identification numbers, social security numbers, last known mailing addresses, and number of Qualifying Pay Periods and/or dates of employment. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

Within ten (10) business days of receipt of the Gross Settlement Amount, the Settlement Administrator will disburse PAGA Employee Payments via U.S. Mail to each PAGA Settlement Member to the last known physical address on file with Defendant in its regularly maintained records. Prior to this disbursement, the Settlement Administrator shall run a skip trace for every separated PAGA Settlement Member. The Settlement Administrator shall include a letter, an example of which is attached as Exhibit A to this Agreement and subject to Court approval, along with the PAGA Employee Payments. The mailing procedures described in this paragraph shall be conclusive evidence of payment of the PAGA Employee Payments and shall satisfy any and all due process requirements. All PAGA Employee Payments that are not claimed within 180 days of mailing shall be sent to the State Controller Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Settlement Member.

Within ten (10) business days of receipt of the Gross Settlement Amount, the Settlement Administrator shall send a check for the LWDA Payment to the LWDA.

Within ten (10) business days of receipt of the Gross Settlement Amount, the Settlement Administrator will disburse from the Gross Settlement Amount by either check or wire transfer the following: (1) the Fee Amount to Plaintiff's Counsel; (2) Litigation Costs to Plaintiff's Counsel in accordance with actual expenses incurred; and (3) Plaintiff's Enhancement Award payable by check, in his name, and delivered to his counsel's office.

4. No Additional Contribution by Defendant

Except as provided in Section II(C)(2), Defendant's monetary obligation under this Agreement is limited to the Gross Settlement Amount to fully and finally settle and resolve the Action. Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however it may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendant will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

In the event this Settlement is nullified or voided as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no Party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

5. Characterization of Settlement Payments

The PAGA Employee Payments constitute payment for penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings.

Plaintiff's Enhancement Award shall be reported on an IRS Form 1099, and will not be subject to local, state or federal tax withholdings.

The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

Plaintiff and each PAGA Settlement Member will be responsible for paying all applicable state, local, and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard.

Plaintiff's Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal or tax advice regarding any federal, state or local tax issue. To the extent that this Settlement Agreement, or any of its Exhibits, are interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties. The tax issues for Plaintiff and each PAGA Settlement Employee are unique to him or her, and Plaintiff and each PAGA Settlement Employee are advised to obtain tax advice from their own tax advisor with respect to any payments resulting from this Settlement.

III. RELEASE AND AGREEMENT BY PLAINTIFF

As of the Effective Date, Plaintiff agrees to forever release, absolve and discharge Released Parties and Released Parties' officers, agents, directors, supervisors, employees, former employees, representatives, attorneys, divisions, subsidiaries, parents, affiliates, partners, limited partners and successors, and all persons acting by, through, under, or in concert with any of them from any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, grievances, wages, vacation payments, severance payments, obligations, commissions, overtime payments, meal and rest period premiums, debts, profit sharing claims, expenses, damages, judgments, orders and liabilities of whatever kind or nature in state or federal law, equity or otherwise, whether known or unknown to Plaintiff, which Plaintiff now owns or holds or has at any time owned or held as against the Released Parties, or any of them, including specifically but not exclusively and without limiting the generality of the foregoing, any and all Claims known or unknown, suspected or unsuspected: (1) arising out of or related to Plaintiff's employment with Defendant or termination of that employment; or (2) arising out of or in any way connected with any claim, loss, damage or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of the Released Parties, or any of them, committed or omitted on or before the date the Settlement Agreement is executed by Plaintiffs. This release includes all Claims arising under any and all laws, statutes, orders, regulations, or any other claim of right(s), including without limitation, any claim under the laws of the United States of America and the State of California, including but not limited to the California Constitution, the California Labor Code (including, but not limited to, Labor Code sections 500 through 558), the Private Attorneys' General Act, and the Industrial Welfare Commission Wage Orders. Plaintiff also specifically agrees and acknowledges Plaintiff is waiving any right to recovery based on state

or federal age, sex, race, color, national origin, marital status, religion, veteran status, disability, sexual orientation, medical condition or other anti-discrimination laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Equal Pay Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act (Cal. Government Code § 12900, et seq.), the California Family Rights Act (Cal. Government Code § 12945.1, et seq.), and all other state laws and local ordinances, all as amended, whether such claim be based upon an action filed by Plaintiff or by a governmental agency. Notwithstanding the foregoing, Plaintiff does not release any claim that cannot be released by private agreement.

It is the intention of both Plaintiff and Defendant in executing this instrument that it will be effective as a bar to each and every Claim specified in the Settlement Agreement. In furtherance of this intention, Plaintiff hereby expressly waives any and all rights and benefits conferred upon Plaintiff by the provisions of Section 1542 of the California Civil Code, and expressly consents that the Settlement Agreement will be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims, if any, as well as those relating to any other Claims hereinabove specified. Section 1542 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.

Having been so apprised, Plaintiff nevertheless hereby voluntarily elects to and does waive the rights described in Civil Code Section 1542, and elects to assume all risks for Claims that now exist in his favor, known or unknown

Nothing in this Agreement is intended to waive claims that may arise after Plaintiff signs this Agreement or which cannot be released by private agreement. In addition, nothing in this Agreement including but not limited to the indemnification, release of claims, confidentiality, non-disparagement, voluntary assistance, and covenant not to sue provisions, (1) shall be construed to prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination related to the Lawsuit or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Defendant, or on the part of the agents or employees of the Defendant, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, (2) prevents Plaintiff from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state or local agency charged with the enforcement of any laws, including providing documents or any other information, or (3) limits Plaintiff from exercising rights under Section 7 of the NLRA to engage in protected, concerted activity with other

employees, although by signing this Agreement Plaintiff is waiving rights to individual relief (including backpay, frontpay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or an award from a government agency (and not the Defendant) for information provided to the government agency or otherwise where prohibited.

IV. LIMITATIONS ON USE OF THIS SETTLEMENT AGREEMENT

A. No Admission

Defendant disputes that Plaintiff or any PAGA Settlement Member is entitled to any additional wages other than those already paid and/or any penalties, disputes the allegations and each and every cause of action in the Action, and disputes that the Action may be maintained on a representative basis. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Gross Settlement Amount and other consideration recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendant (and/or any of the Released Parties), and Defendant and the Released Parties deny any such liability or wrongdoing.

B. Non-Evidentiary Use

Except for purposes of effectuating the terms of this Agreement and/or to establish that a PAGA Settlement Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order is entered, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Gross Settlement Amount) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission of any liability, fault, wrongdoing, omission, concession, or damage.

C. Non-Publication

Other than in proceedings with the Court necessary to effectuate approval of this Agreement, the Parties and their respective attorneys agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Agreement. The Parties and their attorneys will not state on their websites, social media, any other marketing materials, or legal publications that Defendant engaged in any act contrary to California law, disparage the Parties, or otherwise identify the Parties in such publications. The Parties acknowledge that the actual damages likely to result from a breach of this paragraph are difficult to ascertain or prove in the event of a breach. Therefore, in the event of a breach of this paragraph by Plaintiff, the Parties intend that the payment of liquidated damages in the amount of Eight Hundred Dollars and Zero Cents (\$800.00) or 10% of Plaintiffs' Enhancement Award approved by the Court would serve to reasonably compensate Defendant for Defendant's actual damages sustained, and not as a penalty, due to any breach of this paragraph by Plaintiff.

D. Nullification

If (a) the Court should for any reason fail to approve this Settlement consistent with the terms in this Agreement, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then this Agreement may be deemed voidable and unenforceable as to Plaintiffs and Defendant, at the option of either party, provided however that they first engage in good faith cooperative efforts as required by Sections II(A-B). In the event either of the Parties exercises the option to void this Agreement, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (ii) the Parties shall stand in the same position they were in on October 11, 2022, without prejudice to either of the Parties; and (iii) Defendant will not have any obligation to pay any portion of the Gross Settlement Amount under the terms of this Agreement.

V. RELEASE OF PAGA CLAIMS BY NAMED PLAINTIFF AND PAGA SETTLEMENT MEMBERS

As of the Effective Date, all PAGA Settlement Members release the Released Parties from the PAGA Claims. This release shall be effective as to all PAGA Claims for the period from December 28, 2019 through the date the Court approves this Settlement and dismisses the action in its entirety or November 30, 2022, whichever is earlier

It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full res judicata effect and be final and binding upon PAGA Settlement Members regarding the PAGA Claims.

VI. MISCELLANEOUS PROVISIONS

A. Notice of Settlement to LWDA

Plaintiffs will provide notice of this Settlement to the LWDA, pursuant to Labor Code § 2699(1)(2) no later than the same day the motion for Settlement approval is filed with the Court for approval. A copy of the Final Order will be submitted to the LWDA within 10 days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm, or entity.

C. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiffs and an authorized representative of Defendant.

D. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by either of the Parties, PAGA Settlement Member, the State of California, Plaintiff's Counsel, or

Defense Counsel without the express written consent of the Parties. Plaintiff expressly warrants that he has not transferred to any person or entity any right, cause of action, or claim released by this Agreement.

E. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

F. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the Memorandum of Understanding executed by the Parties.

G. Authorization to Enter Into Settlement Agreement.

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

H. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

I. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts, and any Party and/or its/his respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of said counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

J. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the

implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting disputes to the Court.

K. Invalidity of Any Provision.

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

L. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

M. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

N. Fair Settlement

The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

O. Headings

The descriptive heading of any section or paragraph of this Agreement is for convenience of reference only, does not constitute a part of this Agreement, and shall not be considered in interpreting this Agreement.

P. Continuing Jurisdiction

The Parties agree that upon entry of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure § 664.6. The Court shall retain exclusive and continuing equity jurisdiction of the Actions, over the Parties, and the PAGA Settlement Members to the fullest extent to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of the Agreement.

Q. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or

with respect to any such matters.

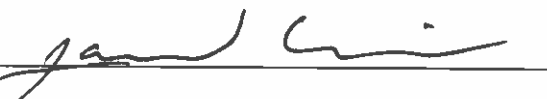
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

Dated: 01-26-2023, 2022


KEVIN RIVERA
Plaintiff and PAGA Representative

Dated: January 30, 2023, 2022

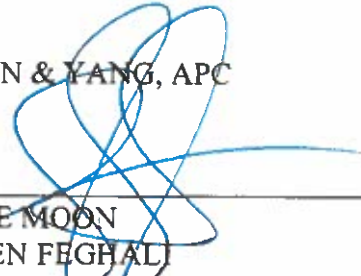
UHS OF RANCHO SPRINGS, INC.

By 
Jared Giles, its Chief Executive
officer

APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY

Dated: Jan. 10, 2023, 2022

MOON & YANG, APC

By 
KANE MOON
ALLEN FEHALI
ENZO NABIEV
Attorneys for Plaintiff Kevin Rivera

Dated: January 17, 2023 ~~XXXX~~

LITTLER MENDELSON

By 
STACEY E. JAMES
NOAH WOODS
Attorneys for Defendant UHS of Rancho
Springs, Inc.

EXHIBIT A

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

NOTICE OF SETTLEMENT

Rivera v. UHS of Rancho Springs, Inc. dba Southwest Healthcare System

Enclosed is your payment from the settlement of the lawsuit entitled *Rivera v. UHS of Rancho Springs, Inc. dba Southwest Healthcare System* (San Diego Superior Court Case No. 37-2021-00007411-CU-OE-CTL). The lawsuit was filed against the named defendant pursuant to the California Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.* (called “PAGA”). The lawsuit was brought on behalf of the State of California and all non-exempt employees who worked for defendant in California at any time between December 28, 2019, and [insert end date] (“Relevant Period”). You have been identified as one of the employees on whose behalf the lawsuit was filed.

As part of the settlement, you will be releasing claims for civil penalties that arose during the Relevant Period related to the following: alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and Wage Order 5, and for any and all claims for civil penalties that arose during the PAGA Period related to the following: (1) Any claims for unpaid compensation or compensation at the incorrect rate (including but not limited to overtime pay, double time pay, sick pay, reporting pay, etc.); (2) Any claims for failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate; (3) Any claim for failure to authorize and permit rest periods in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate; (4) Any claim for failure to provide reimbursements for business related expenses; (5) Any claim for failure to pay wages timely; and (6) Any claim for failure to provide all/ accurate information required to be on wage statements or to maintain records required by the labor code. Nothing in the settlement agreement releases any claims for wages that an employee might have against the employer.

You have 180 days to cash the settlement check and will receive a Form 1099 for the check. Checks remaining un-cashed for more than 180 days after issuance will become void and the outstanding balance will be tendered to the State Controller Unclaimed Property Fund.

Even if you fail to cash the enclosed check, you will still be deemed to have waived all claims arising from the Lawsuit, including all claims set forth in the release of claims described above.