

AMENDED CLASS, COLLECTIVE, AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended Class, Collective, and PAGA Representative Action Settlement Agreement (“Agreement”) is made by and between Plaintiff Jona Stocker and Emeterio Basto, Jr. (“Plaintiffs”) and West Hills Hospital, HCA Health Services of California, Inc., and HCA Healthcare, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Actions” mean the Plaintiffs’ pending lawsuits against Defendants captioned *Stocker v. West Hills Hospital, et al.*, initiated on April 2, 2021, Case No. 21STCV12683; *Basto v. West Hills Hospital*, initiated March 17, 2023, Case No. 23STCV05973; and *Basto v. West Hills Hospital*, initiated June 22, 2023, Case No. 23VECV02732, all pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means any and all persons employed by Defendants in California and classified as an hourly paid, non-exempt employee during the PAGA Period.
- 1.5. “Amended PAGA Notice” means the Amended Notice that Plaintiffs will jointly 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 Plaintiffs’ April 2, 2021, July 6, 2022, and January 31, 2023 PAGA Notices, and will also assert claims for failure to reimburse business expenses, failure to pay sick pay wages at the regular rate of pay, and failure to pay vacation and/or holiday pay at the regular rate of pay. The Amended PAGA Notice will specifically assert claims, including but not limited to, Labor Code sections: 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2699 et seq., 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and all applicable Wage Orders of the California Industrial Welfare Commission. Defense Counsel will be provided a draft of the Amended PAGA Notice for review and approval prior to the execution of this Agreement.

- 1.6. “Class” means all persons employed by Defendants and classified as an hourly paid, non-exempt employee during the Class Period.
- 1.7. “Class Counsel” means Samuel A. Wong, Jessica L. Campbell, and Joseph M. Szilagyi of Aegis Law Firm, PC (“Aegis”), and Normal B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”).
- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.9. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Settlement Shifts.
- 1.10. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.12. “Class Notice” means the Court Approved Notice of Class Action Settlement, to be mailed to Class Members in English, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period from September 4, 2020 to May 12, 2024.
- 1.14. “Class Representatives” means the named Plaintiffs Jona Stocker and Emeterio Basto, Jr. in the Actions seeking Court approval to serve as a Class Representatives.
- 1.15. “Class Representatives Service Payments” means, in exchange for the execution of a stand-alone general release of all claims, the payment to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles, the forum where the Motion for Preliminary Approval will be filed.

- 1.17. “Defendants” means named Defendants West Hills Hospital, HCA Health Services of California, Inc., HCA Healthcare, Inc., and HCA-Hospital Corporation of America.
- 1.18. “Defense Counsel” means Richard J. Simmons, Jason W. Kearnaghan, Hilary A. Habib, and Ian A. Michalak of Sheppard, Mullin, Richter, and Hampton LLP.
- 1.19. “Effective Date” means the date on which the Final Award becomes final. For purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion for Final Approval enters Judgment and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the sixty-first (61st) day following Notice of Entry of the Court’s Order and/or Judgment; (ii) if an appeal is filed, the date of affirmance of an appeal of the Order Granting Final Approval and/or Judgment becomes final under the California Rules of Court; or (iii) if an appeal is filed, the date of final dismissal of any appeal from the Order Granting Final Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Final Approval and/or Judgment, and issuance of remittitur.
- 1.20. “Employee Paid Taxes” means taxes paid by an individual employee, including Federal Insurance Contributions Act, federal income tax, state disability insurance, state income tax payments.
- 1.21. “Employer Paid Taxes” means taxes paid by the employer, including Federal Unemployment Tax Act, Federal Insurance Contributions Act, state unemployment insurance, and Employee Training Tax payments.
- 1.22. “Final Approval” or “Final Award” means the Court’s order granting final approval of the Settlement.
- 1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.24. “Gross Settlement Amount” means One Million Two-Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) which is the total gross amount Defendant West Hills Hospital agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments (including all Employee Paid Taxes), Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives Service Payments, and the Administrator’s Expenses. Defendant West Hills Hospital will be responsible for any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments to Class Members, separate and in addition to the Gross Settlement Amount.
- 1.25. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Settlement Shifts worked during the Class Period, less any and all Employee Paid Taxes required by

law as a result of the payment of the amount allocated to such Class Member as set forth herein. The back of the Individual Class Payment check shall state, immediately below the space where the check is to be endorsed by the payee: “By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act (“FLSA”) portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement.”

- 1.26. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Settlement Shifts worked during the PAGA Period.
- 1.27. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.28. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.29. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.30. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Class Members as Individual Class Payments, including all Employee Paid Taxes.
- 1.31. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.32. “Objection to Settlement” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, address, telephone number, last four digits of the employees social security number or employee ID number and (b) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.
- 1.33. “PAGA Period” means the period from September 4, 2020 to May 12, 2024.
- 1.34. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.35. “PAGA Penalties” means the total amount of \$70,000.00 in PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$17,500.00) and the 75% to LWDA (\$52,500.00) in settlement of PAGA claims.

- 1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. “Plaintiffs” means Jona Stocker and Emeterio Basto, Jr. the named plaintiffs in the Actions.
- 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.42. “Released Parties” means: Defendants, HCA-Hospital Corporation of America, and each of their past and present agents, employees, servants, officers, directors, managing agents, agents, members, owners (whether direct or indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors (including, but not limited to the University of California, the University of California at Los Angeles, the University of California at Los Angeles Medical Center, UCLA West Valley Medical Center, and the Regents of the University of California), insurers, consultants, joint venturers, joint employers, potential and alleged joint employers, temporary staffing firms (whether direct or indirect), temporary staffing agencies (whether direct or indirect), dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, potential and alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past and present employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under, by, through or in concert with any of them.
- 1.43. “Request for Exclusion” means a valid and timely written statement submitted by a Class Member requesting to be excluded from the settlement of the class claims. The request for exclusion should contain (a) the Class Member’s name, address, telephone number, and the last four digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: “I wish to exclude myself from the settlement. I understand that by excluding myself, I will not receive money from the

settlement of my individual claims.” To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The request for exclusion shall not be effective as to the release of claims arising under the Private Attorneys’ General Act.

- 1.44. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45. “Second Amended Complaint” or “Operative Complaint” means Exhibit B to this Settlement that the Parties will stipulate to be filed effective as of the date the Court grants Preliminary Approval that will include all facts, theories, and Labor Code provisions asserted in Plaintiffs’ initial Complaints, Plaintiff Stocker’s First Amended Complaint, and will also assert claims for failure to reimburse business expenses, failure to pay sick pay wages at the regular rate of pay, and failure to pay vacation and/or holiday pay at the regular rate of pay. The Second Amended Complaint will specifically assert claims, including but not limited to, Labor Code sections: 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2699 et seq., 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and all applicable Wage Orders of the California Industrial Welfare Commission. The Second Amended Complaint will add Plaintiff Emeterio Basto, Jr. as a Plaintiff to the Stocker case (Case No. 21STCV12683). Upon the Court granting Final Approval of this Settlement and the Court’s approval of the filing of the Second Amended Complaint, Plaintiff Emeterio Basto, Jr. and his counsel will take all necessary actions to obtain dismissal of the Basto Proposed Class Action and Basto PAGA Action (Case Nos. 23STCV05973 and 23VECV02732). Should the Settlement not receive Final Approval or if the Basto Proposed Class Action and Basto PAGA Action are not dismissed, this Settlement is null and void and the Second Amended Complaint shall have no force and effect, and pursuant to this Paragraph 1.45, the Parties and the Actions shall return to their respective positions prior to the earliest date this Settlement was signed. Defense Counsel will be provided a draft of the Second Amended Complaint for review prior to the execution of this Agreement. This is a material provision of this Settlement.
- 1.46. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.47. “Settlement Shifts” means the total number of shifts worked by each Class Member during Class Period and each Aggrieved Employee during the PAGA Period.

2. RECITALS.

- 2.1. On April 2, 2021, Plaintiff Jona Stocker filed a Complaint alleging causes of action against Defendants for violations under the Labor Code and Business and Professions Code for: (1) failure to pay wages; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to timely pay wages owed upon separation from employment; (5) failure to provide accurate itemized wage statements; and (6) violation of the Unfair Competition law (the “Complaint”). On or about October 18, 2021, Plaintiff Jona Stocker filed a First Amended Complaint, asserting an additional cause of action for violation of the Private Attorneys General Act (“PAGA”) (the “First Amended Complaint”).
- 2.2. On March 17, 2023, Plaintiff Emeterio Basto, Jr. filed a Complaint alleging causes of action against Defendant West Hills Hospital under the Labor Code and Business and Professions Code for: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to authorize and permit rest periods; (6) failure to provide accurate itemized wage statements; (7) failure to reimburse business expenses; (8) waiting time penalties; and (9) failure to pay sick pay wages (the “Basto Proposed Class Action”).
- 2.3. On June 22, 2023, Plaintiff Emeterio Basto, Jr. filed a Complaint against Defendant West Hills Hospital alleging a single cause of action under the Private Attorneys General Act (“PAGA”) (the “Basto PAGA Action”).
- 2.4. Pursuant to Paragraph 1.45, Plaintiffs will submit to the Court as Exhibit B to this Agreement a Second Amended Complaint that will be effective as of the date the Court grants Preliminary Approval. The Second Amended Complaint is referred to herein as the “Operative Complaint.” A copy of the Second Amended Complaint will be provided to Defendants’ counsel for review, comment, and approval, prior to the execution of this Agreement.

Defendants deny the allegations in the Basto Proposed Class Action, Basto PAGA Action, Complaint, First Amended Complaint, and the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending a PAGA notice on April 2, 2021, July 6, 2022, January 31, 2023, and in Plaintiffs’ forthcoming Amended PAGA Notice. A copy of the Amended PAGA Notice will be provided to Defendants’ counsel for review, comment, and approval, prior to the execution of this Agreement.
- 2.6. On April 18, 2025, the Plaintiff Jona Stocker and Defendants participated in an all-day mediation presided over by mediator Deborah Crandall-Saxe, Esq. which led to this Agreement to settle the Actions.

2.7. Prior to mediation and in negotiating the Settlement, Plaintiffs obtained, through formal and informal discovery, relevant information from Defendants, including but not limited to, employee time and payroll records, records relating to Plaintiffs, Defendants' policy documents, and the exchange of relevant data points pertaining to the Class and PAGA claims. Plaintiffs also took two depositions of Defendants' Persons Most Knowledgeable. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk / Kullar*").

2.8. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant West Hills Hospital promises to pay the total gross amount of One Million Two-Hundred Thousand Dollars and Zero Cents (\$1,200,000.00) and no more (except as described in Paragraph 10) as the Gross Settlement Amount and to separately pay any and all Employer Paid Taxes required by law on the wage portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Class Representative Service Payments to the Class Representatives of \$15,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payments that do not exceed this amount. As part of the Motion for Final Approval, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. A reduction by the Court of the Class Representative Service Payments shall not be grounds to nullify this Agreement. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for all Employee Paid Taxes owed on the Class Representatives' Service Payments. The Class Representatives' Service Payments will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement and is conditioned on the execution by Plaintiffs of a stand-alone settlement agreement and general release of all claims.

- 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$420,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$90,000. Defendants will not oppose requests for these payments provided that the requested costs and fees do not exceed these amounts. Plaintiffs and/or Class Counsel will seek to recover such payments as part of Plaintiffs' Motion for Final Approval which will be filed no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. A reduction by the Court of either the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment(s) shall not be grounds to nullify this Agreement. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$15,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Settlement Shifts for all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Settlement Shifts. Each Participating Class Member will receive a minimum Individual Class Payment of \$10.00, regardless of each Participating Class Member's Settlement Shifts.
- 3.2.4.1. Tax Allocation of Individual Class Payments. 30% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 70% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any Employee Paid Taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Non-Participating Class Members shall still receive an Individual PAGA Payment.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$70,000.00 to be paid from the Gross Settlement Amount, with 75% (\$52,500.00) allocated to the LWDA PAGA Payment and 25% (\$17,500.00) allocated to the Individual PAGA Payments as a satisfaction and release of the Released PAGA claims.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$17,500.00) by the total number of Settlement Shifts worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Settlement Shifts. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms and 100% of such payments will be allocated as penalties.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Member and Aggrieved Employee Settlement Shifts. Based on a review of its records to date, Defendants estimate there are 1,526 Class Members and Aggrieved Employees who collectively worked a total of approximately 441,000 Settlement Shifts.

4.2. Class Data. Not later than fifteen (15) court days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3. Funding of Gross Settlement Amount. Defendant West Hills Hospital shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the Employer Paid Taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant West Hills Hospital funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make

any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASES OF CLAIMS.** Effective on the date when Defendant West Hills Hospital fully funds the entire Gross Settlement Amount and funds all Employer Paid Taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 6.1 Plaintiffs' Release. As a condition of receiving any portion of the Class Representatives' Service Payments, Plaintiffs and each of Plaintiffs' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties (which as defined above specifically includes Defendants) from all known and unknown claims, transactions, or occurrences under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiff's employment with Defendants and Plaintiffs' compensation while so employed ("Plaintiff's Release"). Plaintiffs' Release includes all claims asserted in the Actions and arising from or related to the facts and claims alleged in the Actions or the Amended PAGA Notice, or that could have been raised in the Actions or the Amended PAGA Notices based on the facts and claims alleged. Plaintiffs' Release includes, but is not limited to, all claims for unpaid wages, including, but not limited 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; failure to pay sick pay; failure to pay vacation pay; failure to pay holiday pay; reporting time pay; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; 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; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Release includes all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 246, 246.5, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Equal Pay Act of 1949; the California Fair Pay Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11040, 11070, 11090,

11100; California Code of Civil Procedure § 1021.5; California Code of Civil Procedure § 1281.98; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA). Plaintiffs' Release also includes all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. The specific terms of Plaintiffs' Release will be detailed in a stand-alone individual settlement agreement.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

6.2 Release by Participating Class Members:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall fully and finally release the Released Parties of the "Released Class Claims." The Released Class Claims include all claims alleged in, or arising out of facts asserted in, the operative Second Amended Complaint, or that could have been raised in the Second Amended Complaint based on the facts alleged. The Released Class Claims include all claims for unpaid wages, including, but not limited 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; failure to pay sick pay; failure to pay vacation pay; failure to pay holiday pay; reporting time pay; 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 reimburse business expenses; inaccurate wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating; unlawful agreements / unlawful criminal history inquiries and/or financial checks; violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; unfair business practices related to the Labor Code violations alleged in the Operative Complaint; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties, non-compliant wage statements; attorneys' fees and costs associated with recovery of the alleged Labor Code violations alleged in the Operative Complaint; and all claims that could have been brought based on the facts alleged in the Operative Complaint arising under: the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 206 210, 216 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245, 248.5, 432, 432.5, 437.7, 510, 511, 512, 515, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5); the Wage Orders of the California Industrial Welfare Commission; the California Business and Professions Code section 17200, *et seq*; the California Civil Code, to include but not limited to, sections 1786, 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; 15 U.S.C. § 1681; the California common law of contract the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*; 29 CFR 778.223; 29 CFR 778.315; and federal common law. This release excludes the release of claims not permitted by law ("Released Class Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Participating Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Actions, as amended, for purposes of the FLSA and, as to those Class Members, the Released Class Claims include any and all claims the Class Members may have under the FLSA during the Class Period arising from the facts alleged in the Actions, as amended, or that could have been alleged based on the facts alleged. Only those Class Members who timely cash or otherwise negotiate their Settlement Payment Check will be deemed to have opted into the Actions for purposes of the FLSA and thereby release and waive any of their claims under the FLSA arising under or relating to the alleged claims.

The following language will be printed on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the Actions, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the Fair Labor Standards Act against the Released Parties for claims and causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018).

- 6.3 Release by Aggrieved Employees: Plaintiffs, the Labor and Workforce Development Agency, and the State of California through Plaintiffs as their agents and/or proxies, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or could have been alleged, based on the facts asserted in Plaintiffs' Operative Complaint, as amended, and in the Amended PAGA Notice, 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; failure to pay sick pay; failure to pay vacation pay; failure to pay holiday pay; reporting time pay; 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 reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating; unlawful agreements / unlawful criminal history inquiries and/or financial checks; violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; unfair business practices related to the Labor Code violations alleged in the Operative Complaint and Amended PAGA Notice; penalties, including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; non-compliant wage statements; attorneys' fees and costs associated with recovery of the alleged Labor Code violations alleged in the Operative Complaint and Amended PAGA Notice; and generally all claims that could have been brought based on the facts alleged in the Operative Complaint and Amended PAGA Notice arising under the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245, 246, 248.5, 432, 432.5, 432.7, 510, 511, 512, 515, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5) ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Los Angeles County Superior Court's current requirements for Preliminary Approvals, as applicable.

- 7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator; (vi) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (vii) a draft Second Amended Complaint; and (viii) the Amended PAGA Notice. Plaintiffs will also prepare and deliver to the LWDA notice of this settlement and the Final Judgment.
- 7.2 Responsibilities of Counsel. Class Counsel shall be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval. All Parties shall appear in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.3 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 8.4 Notice to Class Members.
- 8.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, and Settlement Shifts in the Class Data, and whether the escalator clause has been triggered.
- 8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Settlement Shifts (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 8.4.4 The deadlines for Class Members’ written objections, Challenges to Settlement Shifts, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree,

such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion should contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the settlement. I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the release under Paragraphs 6.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph

6.3 of this Agreement and are eligible for an Individual PAGA Payment regardless of their decision to opt-out of the class settlement.

8.6 Challenges to Calculation of Settlement Shifts. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Settlement Shifts (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Settlement Shifts contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Settlement Shifts shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Settlement Shifts to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

8.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

8.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

8.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, and the Final Approval and the Judgment. The Administrator will also

maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Settlement Shifts received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 8.8.4 Settlement Shift Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Settlement Shifts. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 8.8.5 Administrator’s Declaration. In advance of the filing of Plaintiffs’ Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set

by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendants represent that the approximately 1,526 Class Members have worked approximately 441,000 Settlement Shifts during the Class Period. If the actual number of Settlement Shifts worked by the Class Members during the Class Period grows by more than ten percent (10%), or more than 44,100 Settlement Shifts through the Class Period (i.e. May 12, 2024), Plaintiffs have the option to jointly nullify this Agreement. Plaintiffs shall jointly provide ten (10) business days' notice of such intent to nullify prior to taking any action with the court. During this 10-day nullification notice period, Defendants, at their exclusive discretion, may: (1) increase the Gross Settlement Amount proportionately for the excess increase in the total number of Settlement Shifts worked by Class Members during the Class Period, or (2) modify the applicable Class Period end date to a date prior to May 12, 2024 to avoid incurring the pro rata increase. In the event Defendants opt to increase the Gross Settlement Amount due to the total Settlement Shifts during the Class Period exceeding 485,100, the Gross Settlement Amount increase will account for 10% tolerated increase. For example, if the total number of Settlement Shifts by Class Members during the Class Period increases by 11% beyond 441,000 Settlement Shifts, the Gross Settlement Amount will increase by 1% (actual increase minus the 10% tolerated increase).
11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 11.1 Response to Objections. The Parties retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents

in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest Defendants' defenses. Further, if for any reason the Court does not grant Preliminary Approval or Final Approval, the Second Amended Complaint attached hereto as Exhibit B shall have no force or effect. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Defendants, Class Counsel, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. The Parties agree to immediately notify each other Parties of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs and Class Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed

to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits referenced herein shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Neither Plaintiffs nor Plaintiffs' Counsel shall issue any press release related to the Settlement. This Settlement shall not be advertised or mentioned on any source, including Plaintiffs' Counsel's personal or firm website(s).
- 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Following the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, and within 14 days of written request by Defendants, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants.
- 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

AEGIS LAW FIRM, PC
Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Joseph M. Szilagyi
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250

Facsimile: (949) 379-6251
Email: jcampbell@aegislawfirm.com
Email: jszilagyi@aegislawfirm.com

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw.
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 367-9913
Nick@bamlawca.com

To Defendants:

Richard J. Simmons
Jason W. Kearnaghan
Hilary A. Habib
Ian A. Michalak
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

350 South Grand Avenue, 40th Floor
Los Angeles, CA 90071-3460
Telephone: (213) 620-1780
Facsimile: (213) 620-1398
rsimmons@sheppardmullin.com
jkearnaghan@sheppardmullin.com
hhabib@sheppardmullin.com
imichalak@sheppardmullin.com

- 13.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

On Behalf of Plaintiffs:

Dated: March 16, 2026 _____

DocuSigned by:
Jona Stocker
09B0D8799B6425

Jona Stocker, Plaintiff

Dated: _____

Emeterio Basto, Jr., Plaintiff

On Behalf of Defendants:

Dated: _____

West Hills Hospital, Defendant
Name:
Title:

Dated: _____

HCA Health Services of California, Inc.,
Defendant
Name:
Title:

Dated: _____

HCA Healthcare, Inc., Defendant
Name:
Title:

On Behalf of Plaintiffs:

Dated: _____

Dated: **03/25/2026**

Jona Stocker, Plaintiff


Emeterio Leo Basto Jr (Mar 25, 2026 16:13:35 PDT)

Emeterio Basto, Jr., Plaintiff

On Behalf of Defendants:

Dated: _____

West Hills Hospital, Defendant
Name:
Title:

Dated: _____

HCA Health Services of California, Inc.,
Defendant
Name:
Title:

Dated: _____

HCA Healthcare, Inc., Defendant
Name:
Title:

On Behalf of Plaintiffs:

Dated: _____

Jona Stocker, Plaintiff

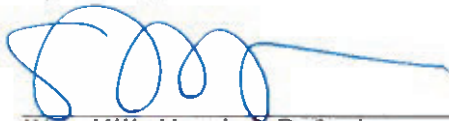
Dated: 03/25/2026



Emeterio Leo Basto Jr (Mar 25 2026 16 13 35 PDT)
Emeterio Basto, Jr., Plaintiff

On Behalf of Defendants:

Dated: 04/23/2026



West Hills Hospital, Defendant
Name: Jackie Van Blaricum
Title: Senior Vice President

Dated: _____

HCA Health Services of California, Inc.,
Defendant
Name:
Title:

Dated: _____

HCA Healthcare, Inc., Defendant
Name:
Title:

On Behalf of Plaintiffs:

Dated: _____

Dated: 03/25/2026

Jona Stocker, Plaintiff


Emeterio Leo Basto Jr (Mar 25, 2026 16:13:35 PDT)

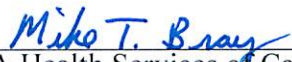
Emeterio Basto, Jr., Plaintiff

On Behalf of Defendants:

Dated: _____

West Hills Hospital, Defendant
Name:
Title:

Dated: April 23, 2026


HCA Health Services of California, Inc.,
Defendant
Name: Mike T. Bray
Title: Vice President

Dated: _____

HCA Healthcare, Inc., Defendant
Name:
Title:

On Behalf of Plaintiffs:

Dated: _____

Dated: 03/25/2026

Jona Stocker, Plaintiff


Emeterio Leo Basto Jr (Mar 25, 2026 16:13:35 PDT)

Emeterio Basto, Jr., Plaintiff

On Behalf of Defendants:

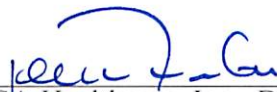
Dated: _____

West Hills Hospital, Defendant
Name:
Title:

Dated: _____

HCA Health Services of California, Inc.,
Defendant
Name:
Title:

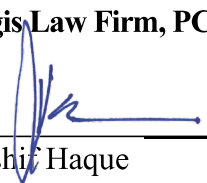
Dated: 4-24-2026

 4-24-2026
HCA Healthcare, Inc., Defendant
Name: John M. French II
Title: Vice President - Legal & Corporate Secretary

APPROVED AS TO FORM & CONTENT

Aegis Law Firm, PC

Dated: March 16, 2026



Kashif Haque
Joseph M. Szilagyi
Attorneys for Plaintiff Jona Stocker

**Blumenthal Nordrehaug Bhowmik De Blouw
LLP**

Dated: _____

AJ Bhowmik
Attorneys for Plaintiff Emeterio Basto, Jr.

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

Dated: _____

Jason W. Kearnaghan
Attorneys for Defendant West Hills Hospital

APPROVED AS TO FORM & CONTENT

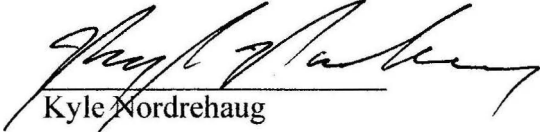
Aegis Law Firm, PC

Dated: _____

Kashif Haque
Joseph M. Szilagyi
Attorneys for Plaintiff Jona Stocker

**Blumenthal Nordrehaug Bhowmik De Blouw
LLP**

Dated: 3/26/26 _____



Kyle Nordrehaug
Attorneys for Plaintiff Emeterio Basto, Jr.

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

Dated: _____

Jason W. Kearnaghan
Attorneys for Defendant West Hills Hospital

APPROVED AS TO FORM & CONTENT

Aegis Law Firm, PC

Dated: _____

Kashif Haque
Joseph M. Szilagyi
Attorneys for Plaintiff Jona Stocker

**Blumenthal Nordrehaug Bhowmik De Blouw
LLP**

Dated: _____

AJ Bhowmik
Attorneys for Plaintiff Emeterio Basto, Jr.

**SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP**

Dated: April 24, 2026



Jason W. Kearnaghan
Attorneys for Defendant West Hills Hospital