

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Blanca Villagomez, Sean Crane, Jennifer Beausoleil, Madison Palmer, and Denise Ord (“Plaintiffs”) and Defendants Simi Valley Hospital and Health Care Services dba Adventist Health Simi Valley and Adventist Health System/West (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendants, captioned *Blanca Villagomez, Sean Crane, Jennifer Beausoleil, Madison Palmer, and Denise Ord. v. Simi Valley Hospital and Health Care Services, et al.* Los Angeles County Superior Court Case No. 21STCV43678 initiated on November 30, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action Administration 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 approval of this Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt California employees of Defendants who worked from September 26, 2020 until the date of mediation, July 19, 2024. .
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendants” means named Defendants Simi Valley Hospital and Health Care Services dba Adventist Health Simi Valley and Adventist Health System/West.

- 1.10. “Defense Counsel” means Kerry Friedrichs and Daniel Whang of Seyfarth Shaw LLP.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (i.e., 61 calendar days after notice of entry of the Court’s Judgment); (ii) if an appeal is filed, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition or writ of certiorari to the United States Supreme Court or California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition or writ of certiorari, or the date the Judgment is affirmed pursuant to such petition.
- 1.12. “Gross Settlement Amount” means \$780,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payments, and the Administrator’s Expenses Payment.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Settlement Approval.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payments, and the Administration Expenses Payment. 75% of the Net Settlement Amount is to be paid to the LWDA as the LWDA PAGA Payment and the remaining 25% of the Net Settlement Amount is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18. “Notice of PAGA Settlement” means the letter, substantially similar to the form attached hereto as **Exhibit A**, explaining the Settlement to the Aggrieved Employees, which will accompany each settlement check.
- 1.19. “Operative Complaint” means the First Amended Complaint filed in the Action.

- 1.20. “PAGA Counsel” means Zachary Crosner, Jamie Serb, and Nikki Trenner of Crosner Legal, PC, the attorneys representing the Plaintiffs in the Action.
- 1.21. “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.
- 1.22. “PAGA Counsel Litigation Expenses Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.
- 1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from September 26, 2020 to July 19, 2024.
- 1.25. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.26. “PAGA Notice” means Plaintiffs’ letters to Defendants and the LWDA notice pursuant to Labor Code section 2699.3, subd.(a). Plaintiff Blanca Villagomez’s letter is dated September 24, 2021, and Plaintiffs Sean Crane’s, Jennifer Beausoleil’s, Madison Palmer’s, and Denise Ord’s individual letters are dated September 6, 2023.
- 1.27. “PAGA Representatives” or “Plaintiffs” means the named Plaintiffs in the Operative Complaint in the Action, Blanca Villagomez, Sean Crane, Jennifer Beausoleil, Madison Palmer, and Denise Ord .
- 1.28. “PAGA Representative Payments” means the payments to the PAGA Representatives for initiating the Action and providing services in support of the Actions.
- 1.29. “Plaintiffs” means Blanca Villagomez, Sean Crane, Jennifer Beausoleil, Madison Palmer, and Denise Ord, who are the named plaintiffs in the Action.
- 1.30. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.31. “Released Parties” means: Defendants and its predecessors, successors, subsidiaries, parent companies, other corporate affiliates, customers, and assigns, and all of their officers, directors, employees, agents, servants, representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them..
- 1.32. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On November 30, 2021, Plaintiff Blanca Villagomez filed a PAGA Complaint alleging causes of action against Defendants for violations of the PAGA, including for violations

of Labor Code sections 201-203, 208, 210, 216, 221-223, 225.5, 226, 226.3, 226.7, 227.3, 233-234, 245-248.5, 256, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all relevant sections of the applicable Wage Orders. Thereafter, Plaintiff filed a First Amended Complaint, adding as additional Plaintiffs Sean Crane, Jennifer Beausoleil, Madison Palmer, and Denise Ord. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On June 8, 2023 and July 19, 2024, the Parties participated in two all-day mediations with experienced mediators, which led to this Agreement to settle the Action.
- 2.1. Prior to mediation, Plaintiffs obtained, through formal and informal discovery Plaintiffs’ personnel files, including time and payroll records, the employee handbooks in effect during the PAGA Period, including their policies and procedures regarding the payment of wages, the provision of paid sick leave, the provision of meal and rest breaks, timekeeping policies (including recording hours), issuance of wage statements, and termination wages, a sampling of the payroll and time records for the Aggrieved Employees, the number of putative Aggrieved Employees, mix of current versus former employees, the estimated number of pay periods, and the average shift length, among other information. 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*”).
- 2.2. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, other than Plaintiffs’ individual arbitrations.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$780,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount 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 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 Plaintiffs: PAGA Representative Payments to Plaintiffs of not more than \$5,000.00 each (in addition to any Individual PAGA Payment the Plaintiffs are entitled to as Aggrieved Employees). Defendants will not oppose Plaintiffs' request for PAGA Representative Payments that do not exceed this amount. As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel will request approval for PAGA Representative Payments. If the Court approves PAGA Representative Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Payments.
- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$260,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$75,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel will request approval of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. This separate request for approval of attorneys' fees will not be based on any finding of a prevailing party.
- 3.2.3. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA 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.
- 3.2.4. To the Administrator: An Administrator Expenses Payment not to exceed \$9,790.00 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 \$9,790.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA penalties to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by

dividing the total number of pay periods worked by each PAGA Member in the PAGA Period by the total number of pay periods worked by all PAGA Members in the PAGA Period, multiplied by the 25% of the Net Settlement Amount allocated to PAGA Members. 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Data. Within 15 days after the execution of this Agreement, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee 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 Aggrieved Employee Data.
- 4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payments, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the

National Change of Address Database.

The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.

- 4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date, provided the original check has not been cashed.
- 4.3.3. For any Aggrieved Employee whose 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 Aggrieved Employee.
- 4.3.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, during the PAGA Period. The released claims include, but are not limited to, PAGA claims based on any alleged failure to pay wages and/or overtime, failure to provide meal periods or rest periods, failure to provide suitable resting facilities, failure to provide accurate wage statements, unlawful deductions, inaccurate records, unreimbursed business expenses, reporting time violations, failure to provide one day's rest in seven, sick leave violations, failure to provide suitable seating, failure to pay vested vacation, failure to pay wages timely upon termination of employment, failure to pay employees at the place of discharge, and unlawful conditions of employment including unlawful criminal and/or financial checks .

5.2 Release by PAGA Counsel:

PAGA Counsel release on behalf of themselves and their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration 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.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 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.
- 7.4 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

- 8.1 Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, the Aggrieved Employees worked 75,583 Pay Periods during the Release Period.
- 8.2 The Gross Settlement Amount was agreed upon based on Defendants’ representations of the total number of Pay Periods in the Period. If the number of Pay Periods during the Period exceeds 75,583 by more than ten percent (10%), Defendants shall have the option of either (1) increasing the Gross Settlement Amount on a pro rata basis per Pay Period exceeding the 10% increase (i.e., if the number increases by 11%, the Gross Settlement Amount shall be increased by 1%); or (2) shorten the PAGA Period to an earlier date at which only 75,583 pay periods plus an additional 7,558 Pay Periods are covered by the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, 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.

- 9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, through their respective counsel 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 another party 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.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability 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 Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action 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).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, with the exception of the Individual Settlement Agreements, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA 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.
- 10.4 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.
- 10.5 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.

- 10.6 No Tax Advice. Neither Plaintiffs, PAGA 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.
- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 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.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA 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. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 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.
- 10.14 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.

- 10.15 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:

Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Nikki Trenner
nikki@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

To Defendants:

Kerry Friedrichs
kfriedrichs@seyfarth.com
Daniel Whang
dwhang@seyfarth.com
SEYFARTH SHAW LLP
2029 Century Park East, Suite 3500
Los Angeles, CA 90067

- 10.16 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.
- 10.17 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, the time to bring a case to trial under CCP section 583.310 shall be extended for the entire period of this settlement process.

Dated: 01 / 04 / 2025



Plaintiff BLANCA VILLAGOMEZ

Dated: 01 / 03 / 2025



Plaintiff SEAN CRANE

Dated: 01 / 02 / 2025



Plaintiff JENNIFER BEAUSOLEIL

Dated: 01 / 02 / 2025



Plaintiff MADISON PALMER

Dated: 01 / 03 / 2025



Plaintiff DENISE ORD

Dated: _____

for:
Defendant SIMI VALLEY HOSPITAL AND
HEALTHCARE SERVICES DBA ADVENTIST
HEALTH SIMI VALLEY

Dated: _____

for:
Defendant ADVENTIST HEALTH SYSTEM/WEST

Dated: January 6, 2025

CROSNER LEGAL, PC



Zachary Crosner, Esq.
Jamie Serb, Esq.
Nikki Trenner, Esq.
Attorneys for Plaintiffs

Dated: _____

SEYFARTH SHAW LLP

Kerry Friedrichs, Esq.
Daniel Whang, Esq.
Attorneys for Defendants

Dated: _____

Plaintiff JENNIFER BEAUSOLEIL

Dated: _____

Plaintiff MADISON PALMER

Dated: _____

Plaintiff DENISE ORD

Dated: 01/08/2025

 *Meredith Jobe*

Meredith Jobe, Secretary for:
Defendant SIMI VALLEY HOSPITAL AND
HEALTHCARE SERVICES DBA ADVENTIST
HEALTH SIMI VALLEY

Dated: 01/08/2025

 *Meredith Jobe*

Meredith Jobe, Secretary for:
Defendant ADVENTIST HEALTH SYSTEM/WEST

Dated: _____

CROSNER LEGAL, PC

Zachary Crosner, Esq.
Jamie Serb, Esq.
Nikki Trenner, Esq.
Attorneys for Plaintiffs

Dated: January 9, 2025

SEYFARTH SHAW LLP



Kerry Friedrichs, Esq.
Daniel Whang, Esq.
Attorneys for Defendants

EXHIBIT “A”

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in *Blanca Villagomez, et al. v. Simi Valley Hospital and Health Care Services, et al.* Los Angeles County Superior Court, Case No. 21STCV43678 (the “Action”).

What Is This Case About?

In the Action, Plaintiffs asserted representative PAGA claims against Defendants Simi Valley Hospital and Health Care Services dba Adventist Health Simi Valley and Adventist Health System/West involving all current and former non-exempt California employees of Defendants who worked from September 26, 2020 until July 19, 2024 (“Aggrieved Employees”) The “PAGA Period” is September 26, 2020 through July 19, 2024. Plaintiffs allege claims for penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”). Labor Code section 2698 et seq. based on the alleged (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to provide paid sick leave; (7) failure to provide paid supplemental sick leave; (8) failure to reimburse business expenses; (9) failure to pay wages due at termination; (10) inaccurate record keeping; (11) improper background checks; (12); failure to provide suitable resting facilities; (13) failure to provide suitable seating; (14) unlawful pay deductions; (15) reporting time pay violations; (16) violation of the California Day of Rest law; and (17) failure to pay vested vacation/paid time off. Defendants contend that they compensate employees in full compliance with the law. Defendants deny each of the claims and contentions alleged in the Action.

What Are the Terms of the Settlement?

Plaintiffs and Defendants reached a settlement which was reviewed and approved by the Court. Defendants’ records show that you were employed by Defendants as a non-exempt employee during the PAGA Period. Accordingly, you are entitled to an Individual PAGA Payment based on your percentage share of pay periods during the PAGA Period.

What Should I Do Now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.