

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This Settlement Agreement and Release of the Private Attorneys General Act of 2004 (“PAGA”) Claim (“Settlement Agreement”) is made by and between Plaintiff Rolleta Mangaron (“Plaintiff”) on behalf of herself and on behalf of all PAGA Employees (as defined below) and the State of California, on the one hand, and (as defined below), and Defendant Doctors Hospital of Manteca, Inc. (“Defendant”), on the other hand. The Settlement Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Mangaron v. Doctors Hospital of Manteca, Inc.* (Case No. STK-CV-UEU-2022-2437) initiated on April 5, 2022, and pending in the Superior Court of the State of California, County of San Joaquin.
- 1.2. “Administration Expenses Payment” means the amount the Settlement Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Settlement Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.3. “Approval” means the proposed Court Order Granting Approval of Settlement.
- 1.4. “Court” means the Superior Court of California, County of San Joaquin.
- 1.5. “Defendant” means named Defendant Doctors Hospital of Manteca, Inc.
- 1.6. “Defense Counsel” means Elizabeth Staggs Wilson and Jyoti Mittal of Littler Mendelson, P.C.
- 1.7. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the Settlement and notice of entry of Judgment is filed; and (b) the Judgment is final. The Judgment is final the day after the period for filing any appeal, writ, or other appellate proceeding opposing Approval of the Settlement and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed (*i.e.*, 61 days from the date the court grants approval, enters judgment, and notice of entry of judgment is filed); or, if any appeal, writ, or other appellate proceeding opposing Approval has been filed within that timeframe; the day after any appeal, writ, or other appellate proceedings opposing the Settlement have finally and conclusively dismissed with no right to pursue further remedies or relief.
- 1.8. “Gross Settlement Amount” means the total sum of \$516,000 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below, and Defendant’s share of employment taxes, if any. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Settlement

Counsel Fees Payment, Settlement Counsel Litigation Expenses Payment, the Enhancement Award to Plaintiff, and the Settlement Administrator Expenses.

- 1.9. "Individual PAGA Payment" means the PAGA Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the PAGA Employee worked during the PAGA Period.
- 1.10. "Judgment" means the judgment entered by the Court based upon the Approval.
- 1.11. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.12. "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.13. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: less proposed Settlement Counsel Fees Payment, Settlement Counsel Litigation Expenses Payment, the Enhancement Award to Plaintiff, the PAGA Payment to the LWDA, PAGA payment to the PAGA Employees, and the Administration Expenses Payment. There will be no claims process and no reversion.
- 1.14. "Operative Complaint" means Plaintiff's Complaint.
- 1.15. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.16. "PAGA Employees" means all current and former non-exempt California employees of Defendant during the PAGA Period.
- 1.17. "PAGA Employee Data" means a database containing the following information: (1) the full name, and last known address and full social security number of all PAGA Employees; and (2) the information necessary to determine the estimated settlement allocation to each PAGA Employee, including without limitation, the total number of pay periods worked by each PAGA Employee within the relevant PAGA Period.
- 1.18. "PAGA Employee Address Search" means the Settlement Administrator's investigation and search for current PAGA 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 Settlement Administrator with PAGA Employees.
- 1.19. "PAGA Notice" means Plaintiff's January 24, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.20. "PAGA Payment" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Settlement Counsel Fees Payment, Settlement

Counsel Litigation Expenses Payment, Enhancement Award, and Administration Expenses Payment, which after these deduction is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Employees and the 75% to LWDA in settlement of PAGA claims.

- 1.21. “PAGA Employee Pay Period” means any pay period during the PAGA Period during which a PAGA Employee worked for any amount of time for Defendant.
- 1.22. “PAGA Period” means the period from January 24, 2021, to the earlier of January 5, 2026, or an earlier date at Defendant’s option per the Escalation Election in Paragraph 9.
- 1.23. “Plaintiff” means Roletta Mangaron, the named plaintiff in the Action.
- 1.24. “Released PAGA Claims” means the claims being released by the Plaintiff and as described in Paragraph 6.
- 1.25. “Released Parties” means Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of its past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.
- 1.26. “Settlement” means the disposition of the Action effected by this Settlement Agreement and the Judgment.
- 1.27. “Settlement Counsel” means Norman B. Blumenthal, Esq., Kyle R. Nordrehaug, Esq., Aparajit Bhowmik, Esq. and Nicholas J. De Blouw of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.28. “Settlement Counsel Fees Payment” and “Settlement Counsel Litigation Expenses Payment” mean the amounts allocated to Settlement Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.29. “Settlement Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

2. RECITALS.

- 2.1. On April 5, 2022, Plaintiff commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].
- 2.2. On February 2, 2023, Plaintiff submitted a demand for arbitration before JAMS alleging individual wage and hour claims and individual PAGA claims in Case Reference Number 1130010908.

- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On November 3, 2025, the Parties participated in an all-day mediation presided over by Lisa Klerman which led to this Settlement Agreement to settle the Action. The Parties agree that the Settlement Agreement will completely resolve the Action. The Parties further agreed to enter into this Settlement Agreement to memorialize their settlement of the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.
- 2.6. Defendant has concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in its best interests to accept the terms of this Settlement Agreement. Defendant denies each of the allegations and claims asserted against it in the Action. However, Defendant nevertheless desires to settle the Action for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation, and for the purpose of putting to rest the controversies engendered by the Action.
- 2.7. 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.

3. STATEMENT OF NO ADMISSION.

- 3.1. Defendant denies liability to Plaintiff and to the PAGA Employees upon any claim or cause of action. This Settlement Agreement does not constitute, and is not intended to constitute, an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against it in the PAGA Notice and/or the Action.
- 3.2. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or

in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement, or any orders or judgments of the Court entered in connection with the settlement.

- 3.3. None of the documents produced or created by Plaintiff or her counsel in connection with the approval of this Settlement or the administration of this Settlement constitute, or are intended to constitute, an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
- 3.4. Nothing in this Settlement Agreement will be construed as an admission or acknowledgement of any kind that any group should or would be given collective or representative treatment in the Action or in any other action or proceeding. Further, neither this Settlement Agreement nor the Court's actions regarding this Settlement Agreement will be admissible in any court or other tribunal regarding the propriety of collective or representative treatment. In the event that this Settlement Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the Action, and Defendant will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action.

4. MONETARY TERMS.

- 4.1. Gross Settlement Amount. Except as provided in Paragraph 9 below, Defendant promises to pay \$516,000 and no more as the Gross Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the PAGA Employees, the LWDA PAGA Payment, Settlement Counsel Fees Payment, Settlement Counsel Litigation Expenses Payment, the Enhancement Award to Plaintiff, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.3 of this Settlement Agreement. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. The Gross Settlement Amount shall be all-in and none of the Gross Settlement Amount will revert to Defendant.
- 4.2. Payments from the Gross Settlement Amount. The Settlement Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval:

4.2.1 To Plaintiff: Subject to Court Approval, an Enhancement Award to Plaintiff of not more than Ten Thousand Dollars and No Cents (\$10,000) (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as a PAGA Employee) ("Enhancement Award"). Defendant will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part of the Motion for Approval of Settlement as defined in Paragraph 7, Plaintiff will seek Court approval for any Enhancement Award. If the

Court approves an Enhancement Award less than the amount requested, the Settlement Administrator will allocate the remainder to the PAGA Payment. The Settlement Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award. The Enhancement Award is not a material term of this Settlement Agreement, and not a basis on which to void this Settlement Agreement or appeal the Court's Approval. In addition, Plaintiff is separately settling her individual non-PAGA claims pending in the action entitled *Mangaron v. Doctors Hospital of Manteca, Inc.*, JAMS Arbitration Case Reference Number 1130010908 ("Individual Arbitration Claims").

4.2.2 To Settlement Counsel: A Settlement Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount which is currently estimated to be One Hundred Seventy-Two Thousand Dollars and No Cents (\$172,000) and Settlement Counsel Litigation Expenses Payment of not more than Thirty-Eight Thousand Dollars And No Cents (\$38,000). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a Settlement Counsel Fees Payment and/or a Settlement Counsel Litigation Expenses Payment less than the amounts requested, the Settlement Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to Settlement Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Settlement Counsel Fee Payment and/or Settlement Counsel Litigation Expenses Payment. Settlement Counsel shall not be entitled to further fees or costs from Defendant if they elect to appeal any reduction of the Settlement Counsel Fees Payment and/or Settlement Counsel Litigation Expenses Payment. Any reduction by the Court of Settlement Counsel's Settlement Counsel Fees Payment and/or Settlement Counsel Litigation Expenses Payment shall not be sufficient grounds to void the Settlement. Plaintiff and Defendant shall bear their own attorneys' fees and costs, except as provided herein. The Settlement Administrator will pay the Settlement Counsel Fees Payment and Settlement Counsel Expenses Payment using one or more IRS 1099 Forms.

4.2.3 To the Settlement Administrator: A Settlement Administrator Expenses Payment not to exceed Eight Thousand Dollars and No Cents (\$8,000) except for a showing of good cause and as approved by the Court ("Settlement Administrator Expense Payment"). To the extent the Settlement Administration Expenses are less or the Court approves payment less than Eight Thousand Dollars and No Cents (\$8,000), the Settlement Administrator will retain the remainder in the PAGA Payment.

4.2.4 To the LWDA and PAGA Employees: PAGA Payment in the amount of not less than Two Hundred Eighty-Eight Thousand Dollars and No Cents (\$288,000), with 75% (no less than Two Hundred Sixteen Dollars and No Cents (\$216,000)) allocated to the LWDA PAGA Payment, and 25% (no less than Seventy-Two Thousand Dollars and No Cents (\$72,000)) allocated to the Individual PAGA Payments.

4.2.4.1 The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all PAGA Employees

during the PAGA Period and (b) multiplying the result by each PAGA Employee's PAGA Period Pay Periods. PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4.2.4.2 IF the Court approves a PAGA Payment of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms and the Individual PAGA payments will be treated entirely as non-wage income.

5. SETTLEMENT FUNDING AND PAYMENTS.

- 5.1. PAGA Employee Pay Periods. Based on a review of its records, Defendant estimates there are 962 PAGA Employees who worked a total of 54,337 PAGA Employee Pay Periods through November 3, 2025, the date of mediation.
- 5.2. Notice of Settlement. The Parties, through their respective attorneys, have jointly prepared a Notice of Settlement (the "Notice"), in the form attached hereto as **Exhibit "A."**
- 5.3. PAGA Employee Data. Within sixty (60) days of the date of the Approval, Defendant will deliver the PAGA Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employee privacy rights, the Settlement Administrator must maintain the PAGA Employee Data in confidence, use the PAGA Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employee Data to Settlement Administrator employees who need access to the PAGA Employee Data to effect and perform under this Settlement Agreement. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information ("PII"), which it receives from Defendant's Counsel and/or Plaintiff's Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendant's consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement Administrator shall provide notice to all Parties if the PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all additional communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendant. Defendant has a continuing duty to immediately notify Settlement Counsel if it discovers that the PAGA Employee Data omitted employee identifying information and to provide corrected or updated PAGA Employee Data to the Settlement Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Employee Data to the Settlement 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 PAGA Employee Data. Defendant has a continuing duty to immediately notify Settlement Counsel if it discovers that the PAGA Employee Data

omitted employee identifying information and to provide corrected or updated PAGA Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Employee Data to the Settlement 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 PAGA Employee Data.

5.4. Funding of Gross Settlement Amount. Within five (5) business days of the Effective Date, the Settlement Administrator shall send Defendant's Counsel electronic wiring instructions to fund the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator within thirty (30) days of the Effective Date.

5.5. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Settlement Counsel Expenses Payment, and the Enhancement Award to Plaintiff. Disbursement of the Settlement Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. Once Defendant has made such payments, it will be deemed to have satisfied all terms and conditions under this Settlement Agreement, shall be entitled to all protections afforded to Defendant under this Settlement Agreement, and shall have no further obligations under the terms of the Settlement Agreement regardless of what occurs with respect to those sums. Additionally, no Released Party shall have any further obligation or liability to the Plaintiff or PAGA Employees under this Settlement Agreement.

5.4.1. The Settlement Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing, when the check will be voided. The Settlement 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.

5.4.2. The Settlement Administrator must conduct a PAGA Address Search for all PAGA Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Settlement Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Employee Address Search. The Settlement Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any PAGA Employee whose original check was lost or misplaced, requested by the PAGA Employee prior to the void date.

5.4.3. For any PAGA Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Settlement Administrator shall

transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check, subject to Court approval.

- 5.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Employees (such as 401(k) contributions or bonuses) beyond those specified in this Settlement Agreement.

6. RELEASES OF CLAIMS.

- 6.1. Released PAGA Claims. Upon Approval of this Settlement Agreement by the Court and subject to Defendant's full payment of the Gross Settlement Amount, all the PAGA Employees and all persons purporting to act on the PAGA Employees' behalf or purporting to assert a claim under or through them, shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and any and all Released Parties of and from any and all claims for the PAGA civil penalties pleaded or which reasonably could have been pleaded arising, in whole or in part, from the facts and/or allegations contained in the PAGA Notice (including any amended PAGA Notice) against the Released Parties, that arose during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims include any claims for PAGA civil penalties which reasonably could have been alleged under the facts and/or allegations pleaded in the PAGA Notice, including as amended at any time, and Operative Complaint for: (1) Failure to pay minimum and regular rate wages; (2) failure to pay overtime compensation; (3) Failure to provide meal periods or provide premiums in lieu thereof; (4) Failure to provide rest periods or provide premiums in lieu thereof; (5) Failure to pay timely wages at termination; (6) Failure to pay timely wages during employment; (7) Failure to provide accurate itemized wage statements; (8) failure to reimburse business expenses, (9) failure to pay sick wages; as well as any claims under the California Labor Code for violations of Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, or those claims based on the facts in the PAGA Notice or Operative Complaint for violations under the applicable IWC Wage Orders; and California Code of Regulations, Title 8, section 11000, (10) claims for interest, penalties (including, but not limited to, waiting time penalties), or premiums in connection therewith, and unpaid business expenses and costs, attorneys' fees, costs, injunctive relief, or any other forms of relief arising from any of the aforementioned Released PAGA Claims. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. To the extent the LWDA has released the Released PAGA Claims in connection with this Settlement Agreement, no PAGA Employee may pursue these same Released PAGA Claims in another action. The PAGA Employees are collaterally estopped from pursuing the Released PAGA Claims. After the Court grants Approval, Plaintiff will provide the LWDA with a copy of the Judgment which will include a list of the PAGA Employees during the PAGA Period. The express purpose of this Settlement Agreement and the Judgment to be entered by the Court following approval of this

settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all PAGA Employees) from asserting any of the released PAGA claims that occurred during the PAGA Period in any future litigation. Plaintiff does not release any PAGA Employees' claim for wages and damages. The Released PAGA Claims shall not include any other claims, including Plaintiff's Individual Settlement, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, Plaintiff's Individual Arbitration Claims, or claims based on facts occurring outside the PAGA Period or any class claims.

6.2. Plaintiff's Other Claims. Plaintiff represents that she has claims against Defendant other than the PAGA claims alleged in the Action. These other Individual Arbitration Claims pending in *Mangaron v. Doctors Hospital of Manteca, Inc.*, JAMS Arbitration Case Reference Number 1130010908 are being separately settled. Settlement Counsel will be filing a declaration with the Court affirming that the consideration given for the dismissal of Plaintiff's Individual Arbitration Claims is separate from the settlement of her PAGA claims.

7. **MOTION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file a motion for approval of this Settlement in the Action ("Motion for Approval of Settlement").

7.1 Responsibilities of Settlement Counsel. Settlement Counsel is responsible for expeditiously finalizing and filing the Motion for Approval of Settlement no later than sixty (60) days after the full execution of this Settlement Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Settlement Counsel 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 Settlement 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 PAGA 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 PAGA Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, Settlement Counsel or Defense Counsel; and (iii) a signed declaration from Settlement Counsel 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 Settlement Agreement (Labor Code section 2699, subd. (l)(2)). In their Declarations, Plaintiff and Settlement 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.

Settlement Counsel is responsible for delivering the Approval to the Settlement

Administrator. Pursuant to California Labor Code Section 2699(l), Settlement Counsel will also provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Motion for Approval of Settlement. Plaintiff will also file a declaration in support of the Motion for Approval of Settlement confirming that Plaintiff has submitted the Settlement Agreement to the LWDA in compliance with Labor Code Section 2699(l). In addition, Plaintiff shall submit to the LWDA a copy of the Court's judgment and Order within ten (10) days after entry of the judgment or Approval.

- 7.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval of Settlement and/or the supporting declarations and documents, Settlement 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 Settlement or conditions its approval on any material change to this Settlement Agreement, Settlement 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 Settlement Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1. Selection of Settlement Administrator. The Parties have jointly selected ILYM to serve as the Settlement Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Settlement Agreement and to perform, as a fiduciary, all duties specified in this Settlement 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 Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Settlement 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.
- 8.3. Qualified Settlement Fund. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.
- 8.4. Settlement Administrator Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Settlement Agreement or otherwise.

9. **ESCALATION ELECTION**. Based on its records, Defendant estimates that, from the start of the PAGA Period through the date of mediation, November 3, 2025, the PAGA Employees worked approximately 54,337 PAGA Employee Pay Periods. If the actual number of PAGA Employee Pay Periods worked by the PAGA Employees during the

PAGA Period increases by 10% or more (to 59,771 pay periods or more), at the option of Defendant, Defendant shall either increase the Gross PAGA Settlement Amount or elect to move the end date for the PAGA Period to the latest date before the date Approval of the Settlement is granted that does not exceed 59,771 (“Escalation Election”). If Defendant elects to extend the PAGA Period to a date wherein the total pay periods are more than 62,488, then the PAGA Payment will be increased by the additional pay periods above 62,488, *pro rata*.

10. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain continuing jurisdiction over the Parties, the Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Settlement Agreement and/or the Approval, (ii) addressing settlement administration matters, and (iii) addressing such post-Approval matters as are permitted by law.

10.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Settlement Agreement, specifically including the Settlement Counsel Fees Payment, Settlement Counsel Litigation Expenses Payment and the Enhancement Award to Plaintiff, the Parties, 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 a PAGA Employee or another party appeals the Judgment, the Parties’ obligations to perform under this Settlement Agreement will be suspended until such time as the appeal is finally resolved and the appeal is finally resolved and the Judgment becomes final.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant’s defenses. The Settlement, this Settlement 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 Settlement Agreement).

11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this

Settlement Agreement together with its attached exhibits 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.

- 11.3 Warranties and Representations. Each of the Parties to this Settlement Agreement and or their agent covenants and warrants that (a) they have full power and authority to enter into and consummate all transactions contemplated by this Settlement Agreement and have duly authorized the execution, delivery and performance of this Settlement Agreement; (b) the person executing this Settlement Agreement has the full right, power and authority to enter into this Settlement Agreement on behalf of the party for whom he/she has executed this Settlement Agreement, and the full right, power and authority to execute any and all necessary instruments in connection herewith, and to fully bind such party to the terms and obligations of this Settlement Agreement; and (c) they acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, the Plaintiff and Settlement Counsel warrant and represent that there are no liens on the Settlement Agreement, and that Defendant through the Settlement Administrator may distribute funds to the PAGA Employees, Settlement Counsel, and the Plaintiff as provided by this Settlement Agreement
- 11.4 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 Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Lisa Klerman, for resolution and/or the Court for resolution.
- 11.5 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.
- 11.6 No Tax Advice. Neither Plaintiff, Settlement Counsel, Defendant 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.
- 11.7 Modification of Settlement Agreement. This Settlement 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. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

- 11.8 Agreement Binding on Successors. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9 Enforcement Actions. This Settlement Agreement is binding and enforceable under California Code of Civil Procedure § 664.6. Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any action or proceeding in this case under California Code of Civil Procedure § 664.6 or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.
- 11.10 Applicable Law. All terms and conditions of this Settlement 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.
- 11.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Settlement Agreement. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.
- 11.12 Confidentiality. Plaintiff, Settlement Counsel, Defendant and Defense Counsel separately agree that, until the Motion for 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 Settlement Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, including the attorneys' third-party consultants, accountants, or spouses, all of whom will be instructed to keep this Settlement 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. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Settlement Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval of Settlement, with any third party, except as

described above, regarding this Settlement Agreement or the matters giving rise to this Settlement Agreement except to respond only that “the matter was resolved,” or words to that effect. This Paragraph does not restrict Settlement Counsel’s communications with PAGA Employees in accordance with Settlement Counsel’s ethical obligations owed to the PAGA Employees. Thereafter, Plaintiff and Settlement Counsel agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

- 11.13 Use and Return of PAGA Employee Data. Information provided to Settlement Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to Settlement Counsel by Defendant 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 Settlement Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Employee Data received from Defendant unless, prior to the Settlement Administrator’s payment of all Settlement Funds, Defendant makes a written request to Settlement Counsel for the return, rather than the destructions, of PAGA Employee Data.
- 11.14 Waiver. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.
- 11.15 Headings. The descriptive heading of any section or Paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement Agreement.
- 11.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Settlement Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.17 Notice. All notices, demands or other communications between the Parties in connection with this Settlement 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 Plaintiff:

Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaugkyle@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant:

Elizabeth Staggs Wilson
Estaggs-wilson@littler.com
Littler Mendelson, P.C.
633 West 5th Street, 63rd Floor
Los Angeles, CA 90071
Phone: (213) 443-4300
Fax: (213) 443-4299

Jyoti Mittal
jmittal@littler.com
Littler Mendelson, P.C.
2049 Century Park East, Suite 500
Los Angeles, CA 90067
Phone: (310) 553-0308

11.18 Execution in Counterparts. However, This Settlement Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Settlement Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement the litigation shall be stayed, except to effectuate the terms of this Settlement Agreement. The Parties further agree that, upon the signing of this Settlement 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 and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this Settlement Agreement by all parties until the entry of the Approval and judgment or if not entered the date this Settlement Agreement shall no longer be of any force or effect.

11.20 Termination. Either Plaintiff or Defendant may terminate the Settlement if after submitting the Settlement for approval to the Court, the Court declines to enter the Approval, or judgment, with prejudice, in substantially the form submitted by the Parties, or if an appeal opposing the judgment is not ultimately dismissed. The terminating Party shall give to the other Party (through its/their counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred.

Termination shall have the following effects:

a. Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any party, PAGA Employee, or attorney. If there are any fees incurred by the Settlement Administrator and the Settlement is terminated by Defendant, Defendant shall solely be responsible for any costs and fees incurred by the Settlement Administrator.

c. The Approval, and judgment shall be vacated.

d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement

e. Except as otherwise discoverable, the Settlement Agreement, ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever.

11.22 Severability. The Parties to this Settlement Agreement agree, covenant, and represent that each and every provision of this Settlement Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement Agreement shall be considered severable, except for the release provisions of Paragraph 6 of this Settlement Agreement. If a court of competent jurisdiction finds the release provisions of Paragraph 6 of this Settlement Agreement to be unenforceable or invalid as against a PAGA Employee or the LWDA, then this Settlement Agreement shall become voidable by Defendant, at Defendant's election. If a court of competent jurisdiction finds any provision, other than the release provisions of Paragraph 6, or part thereof to be invalid or unenforceable for any reason, that provision, or part thereof, shall be severed from the Settlement Agreement, and all of the remaining provisions of this Settlement Agreement shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement and Release between Plaintiff and Defendant as of the date(s) set forth below:

Dated: _____, 2026

Rolleta Mangaron
Plaintiff

Dated: _____ July 13, 2026

Todd J. Plott
Vice President for Defendant
Doctors Hospital of Manteca, Inc.

APPROVED AS TO FORM AND CONTENT

Dated: _____, 2026

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

Kyle Nordrehaug
Attorneys for Plaintiff
ROLLETA MANGARON

Dated: July 17, 2026

LITTLER MENDELSON P.C.

Elizabeth Staggs Wilson
Jyoti Mittal

Attorneys for Defendant
DOCTORS HOSPITAL OF MANTECA, INC.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement and Release between Plaintiff and Defendant as of the date(s) set forth below:

Dated: ROLLETA MANGARON, 2026


ROLLETA MANGARON (Jul 17, 2026 01:51:32 PDT)

Rolleta Mangaron
Plaintiff

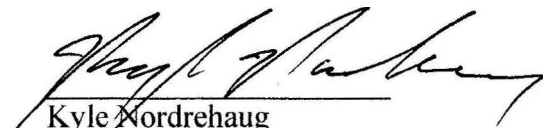
Dated: _____, 2026

_____ for Defendant
Doctors Hospital of Manteca, Inc.

APPROVED AS TO FORM AND CONTENT

Dated: July 17, 2026

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP



Kyle Nordrehaug
Attorneys for Plaintiff
ROLLETA MANGARON

Dated: _____, 2026

LITTLER MENDELSON P.C.

Elizabeth Staggs Wilson
Jyoti Mittal

Attorneys for Defendant
DOCTORS HOSPITAL OF MANTECA, INC.