

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Paula Gonzalez (“Plaintiff”) and defendant Lancaster Hospital Corporation dba Palmdale Regional Medical Center (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s non-individual PAGA lawsuit alleging wage and hour violations against Defendant captioned *Paula Gonzalez v. Lancaster Hospital Corporation* (22AVCV00254) initiated on April 15, 2022 and pending in Superior Court of the State of California, County of Los Angeles. “PAGA Arbitration” means the individual PAGA arbitration entitled *Gonzalez v. Lancaster Hospital Corporation* which is pending in the American Arbitration Association (AAA Case No. 01-22-0004-1931) before the Hon. B. Scott Silverman (Ret.). The Action and the PAGA Arbitration are collectively referred to as the “PAGA Case”.
- 1.2. “Administrator” means ILYM Group, 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 PAGA 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. “PAGA Employees” means all non-exempt employees of Defendant employed at any time from April 15, 2021, to the earlier of either: (1) the date settlement approval of the Action is granted by the Court; or (2) January 8, 2024.
- 1.5. “PAGA Employees Data” means PAGA Employees’ identifying information in Defendant’s possession including each PAGA Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “PAGA Employees Address Search” means the Administrator’s investigation and search for current PAGA Employees’ 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 PAGA 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. "Defendant" means named Defendant Lancaster Hospital Corporation.
- 1.10. "Defense Counsel" means Stacey E. James and Kara Adelle Ritter Cole of the law firm Littler Mendelson, P.C.
- 1.11. "Enhancement Award" means the total amount up to \$10,000 to be paid to Plaintiff in exchange for a general release of claims against the Released Parties, as defined herein, subject to the Court's approval.
- 1.12. "Effective Date" means the date on which the Court's order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the approval order may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further review of the order approving the settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the order approving the Settlement is requested, the day after the review is finally dismissed or denied with prejudice and/or no further review of the order can be requested.
- 1.13. "Gross PAGA Settlement Amount" means the total sum of \$815,000 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Enhancement Award and the Administrator Expenses.
- 1.14. "Individual PAGA Payment" means a 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.
- 1.15. "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.16. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.17. "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.19. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the PAGA Case.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Notice” means Plaintiff’s January 7, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.22. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award and Administration Expenses Payment, which after these amounts are deducted is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the PAGA Employees and the remaining 75% to the LWDA in settlement of all PAGA claims.
- 1.23. “PAGA Pay Period” means any Pay Period during which a PAGA Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from April 15, 2021, to the earlier of either: (1) the date settlement approval of the Action is granted by the Court; or (2) January 8, 2024.
- 1.25. “Plaintiff” means Paula Gonzalez, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.27. “Released Parties” means (i) Defendant; (ii) each of Defendant’s past, present and future parents, subsidiaries and affiliates including, without limitation any corporation, limited liability company, partnership, trust, foundation and non-profit entity which controls, is controlled by, or is under common control with Defendant including but not limited to UHS of Delaware, Inc. and Universal Health Services, Inc.; (iii) the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, member, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and

assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

- 1.28. “Settlement” means the disposition of the PAGA Case effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On April 15, 2022, Plaintiff commenced this 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.*]. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in 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.
- 2.2. On October 4, 2022, Paula Gonzalez submitted a Demand for Arbitration to the American Arbitration Association against Lancaster Hospital Corporation including individual PAGA claims. The Arbitration Case is currently pending before the Hon. B. Scott Silverman (Ret.). Lancaster Hospital Corporation denies the allegations in the Arbitration Case, denies any failure to comply with the laws identified in the complaint in the Arbitration Case, and denies any and all liability for the causes of action alleged.
- 2.3. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement (“Individual Settlement”). Plaintiff’s individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff’s Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff’s Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.4. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.5. On October 10, 2023, the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq. which led to this Agreement to settle the PAGA Case.
- 2.6. Prior to mediation, Plaintiff obtained, through both formal discovery in the Arbitration Case and additional 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, a sampling of PAGA Employees time and payroll records, and more.

3. MONETARY TERMS.

3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$815,000.00 and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the PAGA Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Enhancement Award and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring PAGA Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$271,666 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a 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 PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$12,000 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 \$12,000, the Administrator will allocate the remainder to the PAGA Payment.

3.2.3 To the LWDA and PAGA Employees: PAGA Payment in the amount of not less than \$496,334.00 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$372,250.50) allocated to the LWDA PAGA Payment and 25% (no less than \$124,083.50) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Employees' 25% share of the 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. 100% of the Individual PAGA Payments paid to the PAGA Employees will be treated as 1099 income for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Employees will not be required to submit a claim form to participate in the settlement. The PAGA Employees identified by Defendant will receive a Notice containing information about the settlement. PAGA Employees may not opt out of the PAGA settlement.

3.2.4 Plaintiff's Enhancement Award: Plaintiff shall request from the Court an Enhancement Award in the amount of \$10,000.00 in exchange for a general release of claims against the Released Parties as set forth in §5.1 below. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiff's request for an Enhancement Award in this amount. In the event the Enhancement Award is approved for less than \$10,000.00 to Plaintiff, the unawarded difference will be added to the PAGA Payment for distribution and not paid to Plaintiff, PAGA Counsel, or Defendant. This payment will be reported on IRS Form 1099 issued to Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Enhancement Award shall not be sufficient grounds to void the Settlement Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Employee Pay Periods. Based on a review of its records, Defendant estimates there are 1,945 PAGA Employees who worked a total of 66,182 PAGA Pay Periods from April 15, 2021 to October 10, 2023.

4.2. PAGA Employee Data. Within fifteen (15) days after entry of the Approval Order, Defendant will deliver the PAGA Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Employee' privacy rights, the Administrator must maintain the PAGA Employees Data in confidence, use the PAGA Employees Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Employees Data to Administrator employees who need

access to the PAGA Employees Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Employees Data omitted employee identifying information and to provide corrected or updated PAGA Employees Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Employees 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 PAGA Employees Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than the first business day fourteen (14) days after the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Enhancement Award, the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The 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 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.

4.4.2. The Administrator must conduct a PAGA Employee 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 Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the PAGA Employee Address Search. The Administrator need not take further steps to deliver checks to PAGA Employees whose re-mailed checks are returned as undelivered. The 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.

4.4.3. For any PAGA 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 State of California Unclaimed Property Fund in the name of the absent PAGA Employee, subject to Court approval.

4.4.4. 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 Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's 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, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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.

5.2 Release by PAGA Employees:

All PAGA 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 "Released PAGA Claims". "Released PAGA Claims" means all claims under state law that were alleged or that could have been alleged based on the facts asserted in the PAGA Case, the LWDA Letter filed on behalf

of Plaintiff, dated January 7, 2022, and the PAGA claims identified as set forth below that occurred during the PAGA Period (collectively the “Released PAGA Claims”). This includes any claims for civil penalties that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the operative complaint or LWDA Letter, including PAGA claims for alleged violations of Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 221, 226 *et seq.*, 226(a), 226.7, 227.3, 246, 510, 511, 512, 516, 558(a)(1)(2), 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 2802, California Code of Regulations, Title 8, Sections 11040(5)(A)-(B) and 11070(14), and the applicable IWC Wage Orders, including Wage Order 5, and for interest, attorneys’ fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, that occurred during the PAGA Period for the following:

- a. Any claims for alleged unpaid compensation or compensation paid at the incorrect rate of pay (including but not limited to minimum wages, overtime pay, double time pay, on-call, off-the-clock, incentive pay, sick pay, reporting time pay, alternative workweek schedules, etc.);
- b. Any claims for alleged failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate of pay;
- c. Any claim for alleged failure to authorize and permit rest breaks in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate of pay;
- d. Any claim for alleged failure to provide reimbursements for business related expenses, expressly including but not limited to cell phone use and home office expenses;
- e. Any claim for alleged failure to pay wages timely during employment or upon termination of employment;
- f. Any claim for alleged failure to provide all/accurate information required to be on wage statements or to maintain records required by the California Labor Code.

The Released PAGA Claims expressly excludes claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, and PAGA claims outside of the PAGA period.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of 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 Notice.

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 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel, not later than 14 calendar days before filing, 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 PAGA Employees 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, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's 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)); and (iv) all facts relevant to any actual or potential conflict of interest with PAGA Employees and/or the Administrator.
- 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 sixty (60) 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 Preliminary Approval 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 ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group 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 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. PAGA EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant estimates that there are 1,945 PAGA Employees who worked 66,182 Pay Periods during the period from April 15, 2021 through October 10, 2023. If it is determined that the total number of pay periods collectively worked by the PAGA Employees during the PAGA Period is more than 10% greater than 66,182, then Defendant will have the option to either (i) allow the Gross PAGA Settlement Amount to increase on a pro rata basis above 10% to the extent the threshold is exceeded (e.g., if the threshold referenced herein is exceeded by 11%, the Gross PAGA Settlement Amount will increase by one (1) percent), or (ii) shorten the PAGA Period such that the threshold is not exceeded – i.e., such that there is not an increase in the number of pay periods of more than 10%.

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 pursuant to C.C.P. Section 664.6 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, 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 PAGA Payment.

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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted in the PAGA Case; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the PAGA Case 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 PAGA Case, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the PAGA Case 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, 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 Plaintiff and Defendant, 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 the mediator, Tripper Ortman, 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 Plaintiff, PAGA 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.
- 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 Publicity, Confidentiality, Non-Disparagement:
- a. Communication by Counsel: Plaintiff's counsel agrees not to solicit putative PAGA Employees, initiate or contact or have any communications with the putative PAGA Employees during the settlement approval process. Nothing will prevent Plaintiff's counsel from responding to inquiries from putative PAGA Employees, if any.
 - b. No Media: No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiff or her counsel at any time.

- c. Confidentiality: Other than required Court filings and/or submissions to the LWDA necessary to secure Court approval of this settlement, PAGA Counsel agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, PAGA Counsel shall provide no other statement than “the matter has been resolved.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.
 - d. Non-Disparagement: Other than in proceedings with the Court necessary to effectuate approval of the settlement, including a declaration from Plaintiff in support of the Enhancement Award, Plaintiff agrees not to disparage Defendant or any of the Released Parties by any means, including but not limited to (i) postings to blogs, social media, industry websites, employer review websites (for example, Glassdoor or Indeed), consumer review websites (for example, Google Reviews or Yelp), or (ii) communications with media, journalists or reporters. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful.
 - e. Liquidated Damages: The Parties agree that if a breach by Plaintiff of subsections (b), (c) or (d) above were to occur, it would be difficult to determine actual damages. Based on what is presently known, Defendant and Plaintiff agree that \$2,000 is a reasonable estimate of the damages that would accrue if a breach occurred in the future. This amount of liquidated damages is fair and reasonable and would not act as a penalty to the breaching party.
- 10.12 Use and Return of PAGA 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 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 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 Administrator’s payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Employee Data.

- 10.13 Destruction of Confidential Information: Upon distribution of all settlement funds, the parties shall destroy all confidential documents related to the Complaint in Court and/or in Arbitration, the Action, the PAGA Arbitration and this settlement. Within twenty-one (21) days of the distribution of all funds, PAGA Counsel shall confirm in writing that it has returned or destroyed all Defendant's confidential information, including the employee roster and any and all time and/or payroll information that was exchanged informally related to the PAGA Employees.
- 10.14 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.
- 10.15 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.
- 10.16 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 Plaintiff: Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Aparajit Bhowmik
aj@bamlawca.com
Nicholas J. De Blouw
deblouw@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: Stacey E. James
sjames@littler.com
Kara Adelle Ritter Cole
kcole@littler.com
LITTLER MENDELSON, P .C.

501 W. Broadway, Suite 900
San Diego, CA 92101
Phone: (619) 232-0441
Facsimile: (619) 232-4302

- 10.17 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. Original (not electronic) signatures are required by the Parties on this Agreement, except that this Agreement may be executed in one or more counterparts delivered by facsimile 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.19 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. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order reinstating the stay of the Action and all deadlines, pending the completion of arbitration in the PAGA Arbitration.
- 10.20 Dismissal of the PAGA Arbitration. Within three (3) business days of receiving notice that the Gross PAGA Settlement Amount has been funded by Defendant and after Defendant has paid Plaintiff the Individual Settlement, Plaintiff shall cause to be filed with the AAA a dismissal of the Arbitration Case with prejudice.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: March 11, 2024

Paula Gonzalez

Plaintiff Paula Gonzalez

Dated: 3/13/24



Nana Deeb, CEO

Authorized Signatory for Defendant Lancaster Hospital
Corporation dba Palmdale Regional Medical Center

Dated: 3/12/24



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Stacey E. James

Little Mendelson, P.C.
Attorney for Defendant