

**AEGIS LAW FIRM, PC**  
SAMUEL A. WONG State Bar No. 217104  
KASHIF HAQUE State Bar No. 218672  
JESSICA L. CAMPBELL, State Bar No. 280626  
FAWN F. BEKAM, State Bar No. 307312  
fbekam@aegislawfirm.com  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

Attorneys for Plaintiff Jessica Villa, individually,  
and on behalf of all others similarly situated.

*[Additional counsel listed on following page]*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF FRESNO**

JESSICA VILLA, individually and on behalf of  
all others similarly situated,

Plaintiffs,

vs.

SANTE HEALTH SYSTEM, INC.; DIGESTIVE  
DISEASE CONSULTANTS, a medical  
corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. 22CECG01115

*Assigned for all purposes to:  
Hon. Kristi Culver Kapetan, Dept. 403*

**JOINT STIPULATION OF SETTLEMENT**

1 **WANGER JONES HELSLEY PC**

265 E. River Park Circle, Suite 310

2 Fresno, California 93720

3 Telephone: (559) 233-4800

4 Facsimile: (559) 233-9330

5 Michael S. Helsley #199103

6 Attorneys for: Defendant SANTE' HEALTH SYSTEM, INC.

7 **KAUFMAN DOLOWICH & VOLUCK LLP**

8 Allyson K. Thompson, SBN 235933

9 Email: athompson@kdvlaw.com

10 Amir D. Beakote, SBN 277158

11 Email: abenakote@kdvlaw.com

12 11111 Santa Monica Blvd., Ste 850

13 Los Angeles, California 90025

14 Telephone: (310) 775-6511

15 Facsimile: (310) 575-9720

16 Attorneys for Defendant

17 DIGESTIVE DISEASE CONSULTANTS

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of  
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be  
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein  
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of  
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Jessica Villa (“Named Plaintiff”)  
7 and the Class Members, on the one hand, and Defendants Sante Health System, Inc. and Digestive  
8 Disease Consultants (“Defendants”), on the other hand. Named Plaintiffs and Defendants collectively  
9 are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and  
11 concluded by agreement of Defendants to pay the settlement amount of Four Hundred Three-Five  
12 Thousand Dollars (\$435,000.00) as provided in Section 3.06(a) below (“Gross Settlement Amount”)  
13 pursuant to the terms and conditions of this Agreement and for the consideration set forth herein,  
14 including but not limited to, a release of all claims by Named Plaintiff and the Class Members as set  
15 forth herein.

## 16 ARTICLE I

### 17 DEFINITIONS

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

20 a. “Action” means the action described as follows: *Jessica Villa v. Sante Health*  
21 *Systems, Inc., et al.*” Case No. 22CECG01115, commenced on April 13, 2022, in the Superior Court  
22 of the State of California for the County of Fresno.

23 b. “Agreement” means this Joint Stipulation of Settlement, including the attached  
24 Exhibit(s).

25 c. “Class” means all California citizens currently and formerly employed by Defendants  
26 as non-exempt employees in the State of California at any time during the Class Period.

27 d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:  
28

**AEGIS LAW FIRM, PC**

Samuel A. Wong  
Kashif Haque  
Jessica L. Campbell  
Fawn F. Bekam  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

e. “Class List” means a list based on Defendants’ business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, the number of Qualifying Workweeks worked during the Class Period, and the number of pay periods worked during the PAGA Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means October 17, 2017 through July 16, 2023.

h. “Court” means the California Superior Court for the County of Fresno, where the Action is currently pending.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendants” means Defendants Sante Health System,, Inc. and Digestive Disease Consultants.

k. “Defense Counsel” means counsel for Defendants:

**WANGER JONES HELSLEY PC**

Michael S. Helsley  
265 E. River Park Circle, Suite 310  
Fresno, California 93720  
Telephone: (559) 233-4800  
Facsimile: (559) 233-9330

**KAUFMAN DOLOWICH & VOLUCK LLP**

Allyson K. Thompson

Email: athompson@kdvlaw.com

Amir D. Benakote

Email: abenakote@kdvlaw.com

11111 Santa Monica Blvd., Ste. 850

Los Angeles, California 90025

Telephone: (310) 775-6511

Facsimile: (310) 575-9720

l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” means Four Hundred Thirty-Five Thousand Dollars and Zero Cents (\$435,000.00) to be paid by Defendants as provided by this Agreement to settle this Action. All payments to the Class, administration costs, attorney’s fees and costs, and Incentive Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendants separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

o. “Incentive Award” means a monetary amount of up to Five Thousand Dollars (\$5,000.00) for the Named Plaintiff, subject to Court approval, in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims.

p. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. “LWDA” means The State of California Labor and Workforce Development Agency.

1           r.       “LWDA Payment” means 75% of the \$62,333.00 allocated to the settlement of PAGA  
2 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of  
3 this Agreement, as provided for below.

4           s.       “Motion for Final Approval” means Plaintiff’s submission of a written motion,  
5 including any evidence as may be required for the Court to conduct an inquiry into the fairness of  
6 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and  
7 to enter a Final Order in this Action.

8           t.       “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion,  
9 including any evidence as may be required for the Court to grant preliminary approval of the  
10 Settlement as required by Rule 3.769 of the California Rules of Court.

11          u.       “Named Plaintiff” means Jessica Villa.

12          v.       “Net Settlement Amount” means the Gross Settlement Amount less Court-approved  
13 administration costs, Class Counsels’ attorney’s fees and costs, Incentive Award, and LWDA  
14 Payment, pursuant to Section 3.06(a)-(f) below.

15          w.       “Non-Participating Class Member(s)” means any Class Member(s) who submit to the  
16 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant  
17 to Section 3.04(b) below.

18          x.       “Notice Packet” means the Notice of Proposed Class Action Settlement in a form  
19 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

20          y.       “PAGA” means the California Private Attorneys General Act of 2004, which is  
21 codified in California Labor Code §§ 2698 *et seq.*

22          z.       “PAGA Settlement Amount” means the portion of the Gross Settlement Amount  
23 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have  
24 agreed that the PAGA Settlement Amount is Sixty-Two Thousand Three-Hundred Thirty-Three  
25 Dollars (\$62,333.00), subject to Court approval. Of the PAGA Settlement Amount, 75% will be  
26 considered the LWDA Payment, and the remaining 25% will be distributed to PAGA Group  
27 Members.

1           aa.     “PAGA Group Members” means all Class Members employed by Defendants at any  
2 time between April 13, 2021 through July 16, 2023 (“PAGA Period”).

3           bb.     “Participating Class Member(s)” is defined as a Class Member who does not timely  
4 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net  
5 Settlement Amount automatically without the need to return a claim form. Each Participating Class  
6 Member will be paid his/her Individual Settlement Payment.

7           cc.     “Preliminary Approval Date” means the date the Court preliminarily approves the  
8 Settlement embodied in this Agreement.

9           dd.     “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury  
10 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement  
11 Administrator for the benefit of Participating Class Members.

12           ee.     “Qualifying Workweeks” means the number of weeks that Class Members worked  
13 for Defendants as non-exempt employees during the Class Period.

14           ff.     “Released Parties” means Defendants, together with their officers, directors,  
15 employees, and agents.

16           gg.     “Response Deadline” means the deadline by which Class Members must postmark or  
17 fax to the Settlement Administrator requests for exclusion or written notices of objection. The  
18 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by  
19 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal  
20 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.  
21 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-  
22 mailing.

23           hh.     “Settlement Administration Costs” means all costs incurred by the Settlement  
24 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to  
25 the class, calculation of Individual Settlement Payments, generation of Individual Settlement  
26 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation  
27 of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiffs for their Incentive  
28

1 Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross  
2 Settlement Amount.

3 ii. “Settlement Administrator” means Phoenix Settlement Administrators, Inc., which  
4 the Parties have agreed will be responsible for the administration of the Individual Settlement  
5 Payments to be made by Defendants from the Gross Settlement Amount and related matters under  
6 this Agreement.

## 7 **ARTICLE II**

### 8 **CONTINGENT NATURE OF THE AGREEMENT**

#### 9 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

10 Because the Parties have stipulated to the certification of the Class with respect to all causes  
11 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and  
12 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.  
13 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality  
14 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement  
15 to a Class shall have no bearing on the issue of certification of the Class with respect to all causes of  
16 action alleged in the Action. Defendants do not consent to certification of the Class for any purpose  
17 other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if  
18 Disposition of this Action is not effectuated, any certification of the Class as to Defendants will be  
19 vacated and Named Plaintiff, Defendants, and the Class will be returned to their positions with  
20 respect to the Action as if the Agreement had not been entered. In the event that the Date of Finality  
21 does not occur: (a) any Court orders preliminarily or finally approving certification of any class  
22 contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited  
23 thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the  
24 fact that Defendants did not oppose the certification of a Class under this Agreement, or that the  
25 Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by  
26 any person or entity, including in any manner whatsoever, including without limitation any contested  
27 proceeding relating to the certification of any class. If the Date of Finality does not occur, this  
28 Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be

1 referred to or used for any purpose whatsoever. Defendants expressly reserve the right to challenge  
2 the propriety of class certification in the Action for any purpose, if the Date of Finality does not  
3 occur.

4 The Parties and their respective counsel shall take all steps that may be requested by the Court  
5 relating to the approval and implementation of this Agreement and shall otherwise use their  
6 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not  
7 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree  
8 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a  
9 resolution, the Parties agree to seek the assistance of mediator Hon. Carl J. West (Ret.) to resolve the  
10 dispute.

### 11 **ARTICLE III**

#### 12 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

13 The procedure for obtaining Court approval of and implementing this Agreement shall be as  
14 follows:

##### 15 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

16 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the  
17 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.  
18 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary  
19 Approval Date."

##### 20 **Section 3.02: The Settlement Administrator**

21 The Parties have chosen Phoenix Settlement Administrators, Inc. to administer this  
22 Settlement and to act as the Settlement Administrator, including but not limited to distributing and  
23 responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs,  
24 calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the  
25 Individual Settlement Payment checks and distributing them to Participating Class Members,  
26 establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys' fees  
27 and costs, the Incentive Award checks to Named Plaintiffs, and the employer payroll taxes to the  
28

appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

**Section 3.03: Notice to Class Members**

No later than five (5) business days after the Preliminary Approval Date, Defendants will provide the Settlement Administrator with a “Class List” in electronic format based on their business records, identifying the names of the Class Members, their last known home addresses, Social Security numbers or, as applicable, other taxpayer identification number, their dates of employment and weeks worked during the Class Period.

Within ten (10) business days of receiving a Class List from Defendants, the Settlement Administrator will send Class Members, by first-class mail, at their last known address, the Court approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the Settlement Administrator will check all Class Member addresses against the National Change of Address database and shall update any addresses before mailing. The Settlement Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall

1 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the  
2 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class  
3 Members shall not be required to submit claim forms in order to receive a proportional share of the  
4 Net Settlement Amount.

5 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall  
6 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose  
7 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
8 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
9 mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
10 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties  
11 that reasonable means be used to locate Class Members and that the Settlement Administrator be  
12 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the  
13 Individual Settlement Payments to all Participating Class Members.

14 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records  
15 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly  
16 status report provided to the Parties.

17 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days  
18 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class  
19 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class  
20 Member's Individual Settlement Payment during the check cashing period on behalf of the Class  
21 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and  
22 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement  
23 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the  
24 procedures set forth in Section 3.06(g) below.

25 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the  
26 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration  
27 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses  
28

1 for and re-sending of any returned Notice Packets, as well as the number of valid requests for  
2 exclusion and objections that the Settlement Administrator received.

3 **Section 3.04: Responses to Notice**

4 **a. Class Member Disputes**

5 If any Class Member or PAGA Group Member disagrees with Defendants' records as to his  
6 or her Qualifying Workweeks and/or the number of pay periods worked during the PAGA Period as  
7 reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks  
8 or pay periods he/she claims to have worked during the Class Period and/or PAGA Period and submit  
9 such writing to the Settlement Administrator by the Response Deadline, along with any supporting  
10 documentation. The Notice will also provide a method for the Class Member or PAGA Group  
11 Member to challenge the employment data on which his or her Individual Settlement Payment is  
12 based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties  
13 and the Settlement Administrator will work in good faith to resolve it. If the Parties and the  
14 Settlement Administrator are unable to resolve the dispute, the Court will be the final arbiter of the  
15 Qualifying Workweeks or number of pay periods for each Class Member or PAGA Group Member  
16 during the Class Period and/or PAGA Period, respectively, based on the information provided to it.

17 **b. Requests for Exclusion from Class**

18 In order for any Class Member to validly exclude himself or herself from the Class and this  
19 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class  
20 Member or his or her authorized representative, and must be sent to the Settlement Administrator,  
21 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement  
22 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall  
23 contain instructions on how to validly exclude himself or herself from the Class and this Settlement  
24 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial  
25 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be  
26 conclusively determined according to the records of the Settlement Administrator. Any Class  
27 Member who timely and validly requests exclusion from the Class and this Settlement will not be  
28

entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

**c. Objections to Settlement**

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later), a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

**d. Encouragement of Class Members**

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

**e. Right of Plaintiff to Adjust Gross Settlement Amount**

Defendants have estimated the number of Qualifying Workweeks is 6,130. If the number of Qualifying Workweeks increases by more than 10% (which is more than 6,743 Qualifying Workweeks) as of the end of the Class Period, there will be a pro rata adjustment to the Gross

1 Settlement Amount as follows: \$64.51 per additional Qualifying Workweek. Any pro rata adjustment  
2 to the Gross Settlement Amount shall be payable 40% by Defendant Digestive Disease Consultants  
3 and 60% by Defendant Sante Health System, Inc.

4 **Section 3.05: Final Fairness and Approval Hearing**

5 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final  
6 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement  
7 and determine whether the Court should give it final approval, and (2) consider any objections made  
8 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the  
9 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a  
10 Proposed Final Order Approving Settlement of Class Action.

11 **Section 3.06: Settlement Payment Procedures**

12 **a. Settlement Amount**

13 In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the  
14 Gross Settlement Amount in the amount of Four Hundred Thirty-Five Thousand Dollars  
15 (\$435,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The  
16 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class  
17 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement  
18 Amount, and the Incentive Payment.

19 Within thirty (30) calendar days after the Court signs the Final Order, Defendants shall  
20 transfer the Gross Settlement Amount plus Defendants' share of employer-side payroll taxes, as set  
21 forth herein, into a QSF established by the Settlement Administrator either directly or by sending the  
22 funds to the Settlement Administer to be deposited and distributed. The Gross Settlement Amount  
23 shall be payable 40% (currently \$174,000) by Defendant Digestive Disease Consultants and 60%  
24 (currently \$261,000) by Defendant Sante Health System, Inc. The Settlement Administrator will use  
25 these funds to fund payment of the Individual Settlement Payments to Participating Class Members,  
26 Class Counsel's attorneys' fees and costs, the Incentive Awards, the LWDA Payment, and the  
27 Settlement Administration Costs.

1           Within ten (10) calendar days after receiving Defendants' funding of the Gross Settlement  
2 Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to  
3 Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the  
4 Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement  
5 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a  
6 search based on the National Change of Address Database to update and correct for any known or  
7 identifiable address changes.

8                           **b. Payment of Attorneys' Fees and Costs**

9           Class Counsel shall submit an application for an award of attorneys' fees of up to one-third  
10 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One  
11 Hundred Forty-Five Thousand Dollars and Zero Cents (\$145,000.00). Class Counsel shall submit an  
12 application for an award of costs not to exceed Eleven Thousand Dollars (\$11,000.00). Such  
13 application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval  
14 Hearing. Defendants shall not object to or oppose any such application in these amounts. Class  
15 Counsel shall serve Defendants with copies of all documents submitted in support of their application  
16 for an award of attorneys' fees and costs.

17           Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
18 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'  
19 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,  
20 and expenses related to the investigation, prosecution, and settlement of the Action incurred through  
21 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees  
22 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts  
23 will be reallocated to the Net Settlement Amount.

24                           **c. Payment of Settlement Administration Costs**

25           The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
26 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed Six  
27 Thousand Two Hundred Fifty Dollars (\$6,250.00).  
28

1                                   **d. Payment of Incentive Award to Named Plaintiff**

2           Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Five  
3 Thousand Dollars (\$5,000.00), the request for which Defendants will not object to or oppose. The  
4 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment  
5 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court  
6 approves less than the amount of incentive award that Class Counsel request, the difference between  
7 the requested and awarded amounts will be reallocated to the Net Settlement Amount.

8           Because it is the intent of the Parties that the Incentive Awards represent payment to Named  
9 Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not  
10 withhold any taxes from the Incentive Awards. The Incentive Awards will be reported on a Form  
11 1099, which the Settlement Administrator will provide to Named Plaintiffs and to the pertinent taxing  
12 authorities as required by law.

13                                   **e. Payment to the Labor and Workforce Development Agency**

14           In consideration of claims made under PAGA, Class Counsel will request that the Court  
15 approve allocation of Sixty-Two Thousand Three Hundred Thirty-Three Dollars (\$62,333.00) of the  
16 Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid  
17 to the California Labor and Workforce Development Agency (“LWDA Payment”), and twenty-five  
18 percent (25%) will be paid to the PAGA Group Members. Defendants will not oppose this request.  
19 The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court’s  
20 adjustment, if any, of the amount allocated to Named Plaintiff’s PAGA claim in the Action, will not  
21 invalidate this Agreement.

22                                   **f. Payment of Individual Settlement Payments to Participating Class Members**

23           The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement  
24 Payments. The Parties agree that the Net Settlement Amount shall be divided between all  
25 Participating Class Members in proportion to the number of individual Qualifying Workweeks for  
26 each Class Member. To calculate the minimum amount each Class Member will receive based on  
27 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total  
28 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated

1 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class  
2 Member's approximate Individual Settlement Payment amount will be included in his or her Notice  
3 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to  
4 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the  
5 individual Qualifying Workweeks worked during the Class Period by each Participating Class  
6 Member.

7       The PAGA Settlement Amount to be distributed to PAGA Group Members shall be divided  
8 between all PAGA Group Members in proportion to the number of pay periods that each PAGA  
9 Group Member worked during the PAGA Period. To calculate the minimum amount each PAGA  
10 Group Member will receive based on their individual pay periods, 25% of the PAGA Settlement  
11 Amount (or \$15,583.25) will be divided by the total number of pay periods by all PAGA Group  
12 Members during the PAGA Period and then allocated on a pro rata basis. Pay periods will be rounded  
13 up to the next whole integer. Each PAGA Group Member's approximate Individual PAGA  
14 Settlement Payment will be included in his or her Notice Packet. After final approval by the Court,  
15 the PAGA Settlement Amount will be dispersed to all PAGA Group Members on a pro rata basis  
16 based on the number of pay periods worked during the PAGA Period by each PAGA Group Member.

17       Each Individual Settlement Payment will represent wages and penalties allocated using the  
18 following formula: 1% allocated to wages; 89% allocated to penalties and 10% allocated to interest.  
19 Payments for the PAGA Settlement Amount will be allocated as 100% penalties. The amounts paid  
20 as wages shall be subject to all tax withholdings customarily made from an employee's wages and  
21 all other authorized and required withholdings and shall be reported by W-2 forms. The employer-  
22 side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts  
23 paid as penalties and interest shall be subject to all authorized and required withholdings other than  
24 the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099  
25 forms.

26       No later than ten (10) business days after receiving the Gross Settlement Amount from  
27 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual  
28 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the

1 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee  
2 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of  
3 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the  
4 extent required by law for the interest and penalty portions of the Individual Settlement Payments.  
5 Participating Class Members shall have 180 days from the date their Individual Settlement Payment  
6 checks and Individual PAGA Settlement Payment checks are dated to cash their Settlement checks.  
7 Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the  
8 uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the  
9 Class Member for whom the funds are designated.

10 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
11 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
12 a mass search on LexisNexis or a comparable databases based on set criteria and, if another address  
13 is identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
14 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
15 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller  
16 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

17 **g. Default on Payment.**

18 Defendants' failure to fund the Gross Settlement Amount within ten (10) calendar days after  
19 the date that the Court grants final approval of the Settlement shall be considered a default. In the  
20 event Defendants fail to timely fund the Gross Settlement Amount, the Settlement Administrator will  
21 provide notice to Class Counsel and Defendants' counsel within three (3) business days of the missed  
22 payment. Thereafter, Defendants will have seven (7) days to cure the default and tender payment to  
23 the Settlement Administrator. In the event Defendants fail to cure the default within the times set  
24 forth herein, Named Plaintiff may elect to enter judgment against Defendants, on an ex parte basis,  
25 for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled  
26 to recover interest at ten percent (10%) per year from the due date for such payment and reasonable  
27 attorneys' fees and costs.

1                   **h. No Credit Toward Benefit Plans.**

2           The Individual Settlement Payments made to Participating Class Members under this  
3 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
4 calculate any additional benefits under any benefit plans to which any Class Members may be  
5 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase  
6 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'  
7 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class  
8 Members may be entitled under any benefit plans.

9                                   **ARTICLE IV**

10 **LIMITATIONS ON USE OF THIS SETTLEMENT**

11           **Section 4.01: No Admission**

12           Defendants dispute the allegations in the Action and dispute that, but for this Settlement, a  
13 Class should not have been certified in the Action. This Agreement is entered into solely for the  
14 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be  
15 construed as an admission of liability or wrongdoing by Defendants.

16           **Section 4.02: Non-Evidentiary Use**

17           Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor  
18 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or  
19 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,  
20 including but not limited to, evidence of a presumption, concession, indication, or admission by any  
21 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or  
22 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further  
23 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this  
24 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims  
25 released through this Agreement.

26           **Section 4.03: Nullification**

27           The Parties have agreed to the certification of the Class encompassing all claims alleged in  
28 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason

1 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this  
2 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order  
3 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the  
4 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this  
5 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all  
6 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had  
7 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to  
8 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will  
9 have no bearing on, and will not be admissible in connection with, the issue of whether the Class  
10 should be certified by the Court in a non-settlement context in this Action or any other action, and in  
11 any of those events, Defendants expressly reserve the right to oppose certification of the Class.

12 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the  
13 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

## 14 **ARTICLE V**

### 15 **RELEASES**

#### 16 **Section 5.01: Released Claims by Class Members**

17 Upon the date Defendants transfer the Gross Settlement Amount, Named Plaintiffs and  
18 Participating Class Members who do not opt out of the Settlement, release the Released Parties from  
19 any and all claims alleged in Named Plaintiffs' Operative Complaint, during the Class Period,  
20 including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3)  
21 failure to provide meal periods; (4) failure to authorize or permit rest periods; (5) failure to pay wages  
22 upon separation of employment and within the required time; (6) failure to pay wages timely during  
23 employment; (7) failure to furnish accurate itemized wage statements wage statement violations; and  
24 (8) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding  
25 claims ("Released Claims").  
26  
27  
28

1           **Section 5.02: Released Claims by PAGA Group Members**

2           Upon the date of funding the Gross Settlement Amount, the State of California and PAGA  
3 Group Members release the Released Parties from all claims exhausted in Plaintiff's notice sent to  
4 the LWDA and alleged in the operative complaint, which arose during the PAGA Period, regardless  
5 of whether PAGA Group Members opt out of the Class Settlement.

6           **Section 5.03: Named Plaintiff's Release of Unknown Claims**

7           Upon the date of funding the Gross Settlement Amount, Named Plaintiff waives, releases,  
8 acquits, and forever discharges the Released Parties from any and all claims, actions, charges,  
9 complaints, grievances, and causes of action, of any nature arising from Named Plaintiff's  
10 employment with Defendants, whether known or unknown, which exist or may exist as of the Parties'  
11 execution of this Agreement.

12           Section 1542 of the California Civil Code provides as follows:

13                   *"A general release does not extend to claims that the creditor or releasing*  
14                   *party does not know or suspect to exist in his or her favor at the time of*  
15                   *executing the release and that, if known by him or her, would have*  
16                   *materially affected his or her settlement with the debtor or released party."*

17           Plaintiff's general release provided herein is made with an express waiver and relinquishment  
18 of any claim, right, or benefit under California Civil Code § 1542.

19                                   **ARTICLE VI**

20                                   **MISCELLANEOUS PROVISIONS**

21           **Section 6.01: Amendments or Modification**

22           The terms and provisions of this Agreement may be amended or modified only by an express  
23 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,  
24 and approved by the Court.

25           **Section 6.02: Assignment**

26           None of the rights, commitments, or obligations recognized under this Agreement may be  
27 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written  
28 consent of each other Party and their respective counsel. The representations, warranties, covenants,

1 and agreements contained in this Agreement are for the sole benefit of the Parties under this  
2 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

3 **Section 6.03: Governing Law**

4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties  
5 shall be determined, in accordance with the laws of the State of California, without regard to conflicts  
6 of laws.

7 **Section 6.04: Entire Agreement**

8 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,  
9 contains the entire understanding of the Parties with respect to the subject matter contained herein.  
10 In case of any conflict between text contained in Articles I through VI of this Agreement and text  
11 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be  
12 controlling, unless the Exhibits are changed by or in response to a Court order. There are no  
13 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject  
14 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement  
15 supersedes all prior agreements and understandings among the Parties with respect to the settlement  
16 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of  
17 prior agreements or proposals.

18 **Section 6.05: Waiver of Compliance**

19 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
20 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived  
21 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective  
22 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or  
23 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or  
24 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

25 **Section 6.06: Counterparts and Fax/PDF Signatures**

26 This Agreement, and any amendments hereto, may be executed in any number of counterparts  
27 and any Party and/or their respective counsel may execute any such counterpart, each of which when  
28 executed and delivered shall be deemed to be an original. All counterparts taken together shall

1 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original  
2 signature.

3 **Section 6.07: Meet and Confer Regarding Disputes**

4 Should any dispute arise among the Parties or their respective counsel regarding the  
5 implementation or interpretation of this Agreement, a representative of Class Counsel and a  
6 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior  
7 to submitting such disputes to the Court.

8 **Section 6.08: Agreement Binding on Successors**

9 This Agreement will be binding upon, and inure to the benefit of, the successors in interest  
10 of each of the Parties.

11 **Section 6.09: Cooperation in Drafting**

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

15 **Section 6.10: Fair and Reasonable Settlement**

16 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of  
17 the Action and have arrived at this Agreement through arm's-length negotiation and in the context  
18 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties  
19 further believe that the Settlement is and is consistent with public policy, and fully complies with  
20 applicable law.

21 **Section 6.11: Headings**

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

25 **Section 6.12: Notice**

26 Except as otherwise expressly provided in the Agreement, all notices, demands, and other  
27 communications under this Agreement must be in writing and addressed as follows:  
28

*To Named Plaintiff and the Class:*

**AEGIS LAW FIRM, PC**

Samuel A. Wong  
Kashif Haque  
Jessica L. Campbell  
Fawn F. Bekam  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Telephone: (949) 379-6250  
Facsimile: (949) 379-6251

And

*To Defendant Sante Health System, Inc.:*

**WANGER JONES HELSLEY PC**

Michael S. Helsley  
265 E. River Park Circle, Suite 310  
Fresno, California 93720  
Telephone: (559) 233-4800  
Facsimile: (559) 233-9330

*To Defendant Digestive Disease Consultants*

**KAUFMAN DOLOWICH & VOLUCK LLP**

Allyson K. Thompson  
Email: athompson@kdvlaw.com  
Amir D. Benakote  
Email: abenakote@kdvlaw.com  
11111 Santa Monica Blvd., Ste. 850  
Los Angeles, California 90025  
Telephone: (310) 775-6511  
Facsimile: (310) 575-9720

**Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more

1 of the Parties institutes any legal action or other proceeding against any other Party or Parties to  
2 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover  
3 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness  
4 fees incurred in connection with any enforcement actions.

5 **Section 6.14: Mutual Full Cooperation**

6 The Parties agree fully to cooperate with each other to accomplish the terms of this  
7 Agreement, including but not limited to the execution of such documents, and the taking of such  
8 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties  
9 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its  
10 terms. In the event the Parties are unable to reach agreement on the form or content of any document  
11 needed to implement the Settlement, or on any supplemental provisions that may become necessary  
12 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

13 **Section 6.15: Authorization to Act**

14 Class Counsel warrants and represents that they are authorized by Named Plaintiffs, and  
15 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action  
16 required to effectuate the terms of this Agreement, except for signing documents, including but not  
17 limited to this Agreement, that are required to be signed by the Parties themselves. Defendants  
18 represent and warrant that the individuals executing this Agreement on its behalf has the full right,  
19 power, and authority to enter into this Agreement and to carry out the transactions contemplated  
20 herein.

21 **Section 6.16: No Reliance on Representations**

22 The Parties have made such investigation of the facts and the law pertaining to the matters  
23 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
24 on any statement, promise, or representation of fact or law, made by any of the other parties, or any  
25 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
26 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect  
27 to any other matters. No representations, warranties, or inducements, except as expressly set forth  
28 herein, have been made to any party concerning this Agreement.

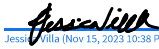
**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: Nov 15, 2023

JESSICA VILLA

Jv

By:   
Named Plaintiff

Dated:

SANTE HEALTH SYSTEM, INC.

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

Dated:

DIGESTIVE DISEASE CONSULTANTS

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

**APPROVED AS TO FORM ONLY:**

Dated: 11/22/2023

**AEGIS LAW FIRM, PC**

By:   
Fawn F. Bekam

Attorneys for Named Plaintiff Jessica Villa

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_

JESSICA VILLA

By: \_\_\_\_\_  
Named Plaintiff

Dated: 01/04/2024

SANTE HEALTH SYSTEM, INC.

By: Andrea Kennedy  
(Signature)  
Andrea Kennedy  
(Printed Name)  
SRVP Human Resourc  
(Title)

Dated: \_\_\_\_\_

DIGESTIVE DISEASE CONSULTANTS

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

**APPROVED AS TO FORM ONLY:**

Dated: \_\_\_\_\_

**AEGIS LAW FIRM, PC**

By: \_\_\_\_\_  
Fawn F. Bekam

Attorneys for Named Plaintiff Jessica Villa

**EXECUTION BY PARTIES AND COUNSEL**

The Parties and their counsel hereby execute this Agreement.

Dated: \_\_\_\_\_

JESSICA VILLA

By: \_\_\_\_\_  
Named Plaintiff

Dated: \_\_\_\_\_

SANTE HEALTH SYSTEM, INC.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

DIGESTIVE DISEASE CONSULTANTS

By: Patrick Ginn, M.D.  
(Signature)

Patrick Ginn, M.D.  
(Printed Name)

President  
(Title)

**APPROVED AS TO FORM ONLY:**

Dated: \_\_\_\_\_

**AEGIS LAW FIRM, PC**

By: \_\_\_\_\_  
Fawn F. Bekam

Attorneys for Named Plaintiff Jessica Villa

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: January 5, 2024

**WANGER JONES HELSLEY PC**

By:   
~~Michael S. Helsley~~ Giulio A. Sanchez

Attorneys for Defendant Sante Health System,  
Inc.

Dated: \_\_\_\_\_

**KAUFMAN DOLOWICH & VOLUCK LLP**

By: \_\_\_\_\_  
Allyson K. Thompson

Attorneys for Defendant Digestive Disease  
Consultants

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated:

\_\_\_\_\_

**WANGER JONES HELSLEY PC**

By:

\_\_\_\_\_  
Michael S. Helsley

Attorneys for Defendant Sante Health System,  
Inc.

Dated:

\_\_\_\_\_

**KAUFMAN DOLOWICH & VOLUCK LLP**

By:

\_\_\_\_\_  
Allyson K. Thompson

Attorneys for Defendant Digestive Disease  
Consultants