PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Laura Russell ("Plaintiff") and Defendant Southern California Permanente Medical Group ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Southern California Permanente Medical Group, captioned *Laura Russell v. Southern California Permanente Medical Group, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00034424-CU-OE-CTL, filed on August 26, 2022.

1.2. "Administrator" means ILYM Group Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Approval of the Settlement. The cost of settlement administration and notice shall come from the Gross Settlement Amount.

1.4. "Court" means the Superior Court of California, County of San Diego.

1.5. "Defendant" means named Defendant Southern California Permanente Medical Group.

1.6. "Defense Counsel" means Seyfarth Shaw LLP.

1.7. "Effective Date" means the date upon which both of the following have occurred: (i) final approval of the settlement is granted by the Court and (ii) the Court's Judgment approving the settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review with the California Supreme Court or other court in California assuming jurisdiction of this matter, or, (ii) if a petition for review is filed, the date of denial of the petition, or the date the Court's Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Court's Judgment. If a timely objection to the settlement is filed (including an objection from the California Labor & Workforce Development Agency ("LWDA"), "Effective Date" shall be the later of: (a) the date on which the time for all appeals relating to objections to the settlement and the Approval Order has expired; or (b) if an appeal, review or writ is sought, the date on which the highest reviewing court renders its decision denying any petition (where the immediately lower court affirmed the judgment) or affirming the judgment. Provided, however, if the LWDA has commenced an investigation or issued a Citation prior to the Effective Date, as determined under the forgoing definition, the

Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the Citation (whichever is later), or if the LWDA objects to the settlement, the date when the LWDA's objection to the settlement is resolved and no longer appealable.

1.8. "Employee Data" means PAGA Member identifying information in Defendant's possession including the PAGA Member's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.9. "Gross Settlement Amount" means $80,000 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Counsel Fees, Plaintiff Counsel Expenses, and the Administrator's Expenses, costs of settlement administration and notice to PAGA Members.

1.10. "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods worked during the PAGA Period.

1.11. "Judgment" means the judgment entered by the Court upon granting approval of the settlement.

1.12. "LWDA" means the California Labor and Workforce Development Agency.

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1.13. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699(i) (2004).

1.14. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff Counsel Fees Payment, Plaintiff Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The LWDA PAGA Payment will be 75% of the Net Settlement Amount. The remaining 25% of the Net Settlement Amount will be distributed to the PAGA Members as Individual PAGA Payments. The Net Settlement Amount is the maximum amount that shall be available for distribution to and on behalf of PAGA Members for Individual PAGA Payments.

1.15. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

1.16. "PAGA Members" means all current and former employees classified as exempt who were Licensed Clinical Social Workers or Licensed Marriage and Family Therapists and who worked in job codes 66530, 66531, or 66565 as regularly-scheduled members of the "crisis team" at San Diego Medical Center, Zion Medical Center, and San Marcos Medical Center, from June 22, 2021 to the date the Court enters an order approving the settlement ("PAGA Period").

1.17. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members.

1.18. "PAGA Notice" means Plaintiff's May 23, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3(a) (2004).

1.19. "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from June 22, 2021 through the date of approval of the settlement by the Court.

1.21. "Plaintiff" means Laura Russell, the named plaintiff in the Action.

1.22. "Plaintiff's Counsel" means Pokala Law APC.

1.23. "Plaintiff's Counsel Fees Payment" and "Plaintiff's Counsel Litigation Expenses Payment" mean the amounts allocated to Plaintiff's Counsel for reimbursement of reasonable attorneys' fees, and costs and expenses, respectively, incurred to prosecute the Action.

1.24. "Released PAGA Claims" means the claims being released as described in Paragraph 7.1 below.

1.25. "Released Parties" means: Defendant and its present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them.

1.26. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On August 26, 2022, Plaintiff commenced this Action by filing a PAGA and individual Complaint alleging causes of action against Defendant for: (1) failure to pay earned wages pursuant to Labor Code § 204; (2) failure to pay overtime compensation (Labor Code §§ 510 and 1194); (3) failure to pay minimum wage (Labor Code §§ 1182.12, 1194, 1197); (4) reporting time pay violations (Labor Code § 204); (5) meal period violations (Labor Code §§ 226.7 and 512(a)); (6) rest period violations (Labor Code §§ 226.7 and 512(a)); (7) failure to furnish accurate wage statements (Labor Code § 226(e)); (8) failure to maintain accurate records (Labor Code § 1198.5); (9) forced patronage (Labor Code § 450); (10) failure to reimburse expenses (Labor Code § 2802); (11) unfair business practices (Bus. & Prof. Code § 17200); (12) waiting time penalties

(Labor Code § 203); and (13) civil penalties under PAGA (Labor Code § 2698, *et seq*.).

2.2. On or about May 23, 2022, Plaintiff sent a PAGA Notice to the LWDA thereby authorizing her to represent the State of California as a private attorney general for the purposes of PAGA after the expiration of the applicable 65-day exhaustion period. Pursuant to Labor Code section 2699.3(a) (2004), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. Defendant denies the allegations in the PAGA Notice.

2.3. On June 20, 2025, the Parties participated in an all-day mediation presided over by Michael Ludwig, which led to this Agreement to settle the Action.

2.4. Prior to mediation Plaintiff obtained, through formal and informal discovery, Plaintiff's personnel file, time records, and wage statements, as well as pay records of PAGA Members.

2.5. The Parties, Plaintiff's Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant promises to pay $80,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff's Counsel: A Plaintiff's Counsel Fees Payment of not more than forty percent of the Gross Settlement Amount, which is currently estimated to be $32,000, and a Class Counsel Litigation Expenses Payment of not more than $20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Plaintiff's Counsel will file a motion for Plaintiff's Counsel Fees Payment and Litigation Expenses Payment concurrently with the Motion for Approval of Settlement. The amounts awarded by the Court as to attorneys' fees, costs, and expenses, are not material terms of the settlement and cannot serve as a basis for repudiating the settlement. If the Court approves a Plaintiff's Counsel Fees Payment and/or a Plaintiff's Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Plaintiff's Counsel or any other Plaintiff's Counsel arising from any claim to any portion or any Plaintiff's Counsel Fee Payment and/or Plaintiff's Counsel Litigation Expenses Payment. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Expenses Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's 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 $4,000.00 except for a showing of good cause and as approved by the Court. The amount awarded by the Court as settlement administration costs is not a material term of the settlement and cannot serve as a basis for repudiating the settlement. To the extent the Administration Expenses are less or the Court approves payment less than $4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To Each Participating PAGA Member: An Individual PAGA Payment calculated by dividing the total number of pay periods worked by each PAGA Member in the PAGA Period by the total number of pay periods worked by all PAGA Members in the PAGA Period, multiplied by the 25% of the Net Settlement Amount allocated to PAGA Members. There will be no claims process and PAGA Members cannot opt out of the Settlement. Defendant's records shall be determinative for purposes of calculating the number of pay periods during the Settlement Period.

3.2.3.1. Tax Treatment of Individual PAGA Payments. The Administrator will issue to the PAGA Members a form 1099 for all amounts attributable to PAGA Payments. PAGA Members shall assume full responsibility and liability for the payment of taxes due on PAGA payments.

3.2.4. To the LWDA: LWDA PAGA Payment in the amount of 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699(i) (2004). The amount awarded by the Court as the LWDA PAGA Payment is not a material term of the settlement and cannot serve as a basis for repudiating the settlement. If the Court approves the LWDA PAGA Payment in a lesser amount, the Administrator will allocate the remainder to the Net Settlement Amount.

4. **MOTION FOR APPROVAL.** The Parties agree to jointly prepare and file a motion for approval of settlement ("Motion for Approval of Settlement"). This motion shall seek an order to approve the proposed Settlement. This motion shall include the basis for the Gross Settlement Amount and why the amount is reasonable in light of the facts and controlling authorities pertaining to the claims alleged.

4.1. Notice to the LWDA. Plaintiff's Counsel shall notify the LWDA of the proposed settlement in accordance with the requirements of Labor Code section 2699 *et seq.*

4.2. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Approval at least 5 days prior to filing them, including: (i) a draft of the notice, and memorandum in support, of the Motion for Settlement Approval; (ii) a draft proposed Order Granting Settlement Approval; (iii) 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 Member 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 Members; and the nature and extent of any financial relationship with Plaintiff, Plaintiff's Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3(a) (2004)), Operative Complaint (Labor Code section 2699(l)(1) (2004)), and this Agreement (Labor Code section 2699(l)(2) (2004)). In their Declaration, Plaintiff's Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Plaintiff's counsel will incorporate any comments made by Defense Counsel into the documents necessary for obtaining Approval, provided that they are consistent with this Agreement.

4.3. Responsibilities of Counsel. Plaintiff's Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Settlement Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Settlement Approval; and for appearing in Court to advocate in favor of the Motion for Settlement Approval. Plaintiff's Counsel is responsible for delivering the Court's Settlement Approval to the Administrator.

4.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Settlement Approval and/or the supporting declarations and documents, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, attempt to resolve the disagreement. If the Court does not grant Settlement Approval or conditions Settlement Approval on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, attempt to reach an agreement to modify the Agreement and otherwise satisfy the Court's concerns. No Party shall be required to agree to any material change to this Agreement.

4.5. Entry of Judgment. Upon issuance of the Approval Order, the Parties shall request that the Court enter Judgment in the case.

4.5.1. Effect of Failure to Obtain Judgment. In the event the Court fails to enter Judgment in accordance with this Settlement, or such final judgment is vacated or reversed, the Action shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement. Defendant retains the right to contest whether any aspect of the Action should be maintained as a representative action, or to contest the merits of the claims being asserted by Plaintiff or PAGA Members in the Action.

4.5.2. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

4.6. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and 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 any appeal of the Judgment is filed, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

4.7. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by PAGA Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns and to obtain Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. No Party shall be required to agree to any material change to this Agreement. An appellate decision to vacate, reverse, or modify the Court's award of any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

5. SETTLEMENT ADMINISTRATION.

5.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185 to serve as the Administrator and verified that, as a condition of appointment, ILYM 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.

5.2. Employer Identification Number. The Settlement Administrator shall establish its own employer identification number and file an Internal Revenue Service Form W-9.

5.3. 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.

5.4. Forms 1099. The administrator will issue to PAGA Members a Form 1099 for all amounts paid under this settlement.

5.5. 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.

5.5.1. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiff's Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Plaintiff's Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Plaintiff's Counsel is responsible for filing the Administrator's declaration in Court.

6. SETTLEMENT FUNDING AND PAYMENTS.

6.1 PAGA Member Pay Periods. Based on a review of its records, Defendant estimates there are 25 PAGA Members who collectively worked a total of 1,920 PAGA Pay Periods from June 22, 2021 through December 31, 2025.

6.2 PAGA Member Data. Not later than 45 days after the Court grants Approval of the Settlement, Defendant will deliver the PAGA Member Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the PAGA Member Data omitted PAGA member identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Member 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 Member Data.

6.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 7 business days after the Effective Date.

6.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Plaintiff's Counsel Fees Payment, and the Plaintiff's Counsel Litigation Expenses Payment. Disbursement of the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

6.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all PAGA Members. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

6.4.3 For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384(b). In such event, release of Released PAGA Claims will remain binding upon the affected PAGA Member.

6.4.4 Payments to PAGA Members pursuant to this Settlement Agreement are not intended by the Parties to be compensation for hours worked or hours paid for purposes of determining eligibility, vesting, participation, or contributions with respect to any employee benefit plan. For purposes of this Agreement, the term "benefit plan" means every ERISA "employee benefit plan," as defined in the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. section 1002(3). The term also includes any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, sick leave, PTO, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy, regardless of whether any such plan is considered an ERISA employee benefit plan.

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

7.1 Release by PAGA Members. PAGA Members, Plaintiff, and the State of California (through Plaintiff as a Private Attorney General) shall release Defendant and its present and former affiliates and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under or in concert with any of them ("Released Parties") from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the allegations stated in the Operative Complaint, or the PAGA Notice, during the PAGA Period. The released claims include, but are not limited to, PAGA claims based on exempt misclassification, failure to pay earned wages, minimum wages, overtime, on-call time, reporting time pay, failure to provide meal periods, failure to authorize and permit rest breaks, failure to furnish accurate wage statements, failure to maintain accurate records, forced patronage, failure to reimburse expenses, and failure to pay all wages at termination.

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

7.3 Plaintiff's Release. In addition to the foregoing release, Plaintiff shall separately execute a general release of all claims (the "Individual Settlement Agreement").

7.4 Prohibition on Subsequent Assertion of Released PAGA Claims. Plaintiff, the State of California and PAGA Members, to the fullest extent allowed by law, are prohibited from asserting a Released PAGA Claim, and from commencing, joining in, or voluntarily assisting in a lawsuit or adversary proceeding against the Released Parties, based on the Released PAGA Claims. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process.

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

9. **ADDITIONAL PROVISIONS.**

9.1 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 or PAGA Notice have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Settlement Approval or enter Judgment, Defendant reserves the right to contest the suitability of this case to proceed as a representative action, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to seek representative treatment on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Confidentiality Prior to Settlement Approval. Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Settlement Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Settlement Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. Plaintiff's Counsel agrees not to identify Defendant in any way in any website, blog, article, or social media. Nothing in this provision shall prevent Defendant from making any required disclosure or Plaintiff's Counsel from referencing the Settlement in adequacy filings. Neither Plaintiff nor Plaintiff's Counsel will publicize the Settlement in any way, except that nothing in this Settlement Agreement shall preclude Plaintiff's Counsel from submitting filings with the Court or the LWDA in furtherance of obtaining approval of the Settlement. Nor shall anything herein restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

9.3 Confidentiality of Individual Settlement. In addition, Plaintiff and Plaintiff's Counsel will maintain confidentiality of the monetary terms of the Individual Settlement, to be separately entered into between the Parties. This confidentiality provision shall be in effect at all times, both before and following Settlement Approval.

9.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any PAGA Member to appeal from or otherwise oppose the Judgment.

9.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, with the exception of the Individual Settlement Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

9.6 Attorney Authorization. Plaintiff's 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.

9.7 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, and supporting the approval of this settlement 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 Michael Ludwig, or another mutually-agreed mediator, and/or the Court for resolution.

9.8 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.

9.9 No Tax Advice. Neither Plaintiff, Plaintiff's Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability in connection with the Settlement or any payment made pursuant to the Settlement, 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. Each PAGA Member agrees to indemnify, and hold harmless Defendant from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay his or her share of taxes, interest, fees, or penalties owed.

9.10 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.

9.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.12 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.

9.13 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.

9.14 Extensions of Time. Without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

9.15 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

9.16 Use and Return of PAGA Member Data. Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Member Data provided to Plaintiff's 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 entry of Judgment, Plaintiff shall destroy, all paper and electronic versions of PAGA Member Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Member Counsel for the return, rather than the destructions, of PAGA Member Data.

9.17 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.

9.18 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.

9.19 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:

Pokala Law APC
Kalyan Pokala
2535 Kettner Blvd Ste 2C-2,
San Diego, CA 92101

To Defendant:

Seyfarth Shaw LLP
Christian J. Rowley
Kerry M. Friedrichs
Elizabeth J. MacGregor
560 Mission Street, 31st Floor
San Francisco, CA 94105

9.20 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

9.21 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.

DATED: October 27, 2025

POKALA LAW APC

By: ______________________________
Kalyan Pokala
Attorneys for Plaintiff
Laura Russell

DATED: ~~October~~ November 25, 2025

SEYFARTH SHAW LLP

By: ______________________________
Christian Rowley
Kerry Friedrichs
Elizabeth J. MacGregor
Attorneys for Defendant
Southern California Permanente Medical Group

DATED: October 27, 2025

By: ______________________
Laura Russell
Plaintiff

DATED: October ___, 2025
11/17/2025 | 9:25 PM PST

By: Signed by: 60D090DB9579464...
Southern California Permanente Medical Group
Defendant

Dropbox Sign

Audit trail

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